

San Ysidro School District Governing Board AGENDA

Thursday
October 12, 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.

Ocean View Hills School
4919 Del Sol Blvd.
San Diego

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, AUGUST 10, 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, August 10, 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. Marcos A. Diaz, Clerk
 Mr. Rodolfo Linares, Member
 Mr. Antonio Martinez, Member

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

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

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:**

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

- 4.2 **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION**
 Pursuant to Government Code section 54956.9(a) and (d)(1):
 San Ysidro School District v. Manuel Paul
 San Diego Case No. 37-2015-00003840-CU-NP-CTL

- 4.3 **CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION**
 Pursuant to Government Code Section 54956.9(d)(1)
 Case/Claim: San Diegans for Open Government v. Fonseca
 Case No. 37-2017-00007369-CU-MC-CTL

4.4 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

Title: Principal

4.5 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 6:05 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 the following action in Closed Session:

- 1) In Closed Session by a unanimous vote, the Board approved an agreement whereby a classified employee resigned, effective July 31, 2017, in exchange for a lump sum of \$23,133.06.

5. CALL TO ORDER Who: President Pallasigue Time: 6:05 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. Marcos A. Diaz, Clerk

Mr. Rodolfo Linares, 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 Solar Panel Project Update – Art Castanares

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Gloria A. Gonzalez, Gonzalez Photography, 1) Commented that she is the founder and owner of Gloria Gonzalez Photography and has been working with the San Ysidro School District for eighteen years.

2) Mentioned that her contract was not renewed and she already has dates scheduled with teachers.

3) Commented that she always tried to do a professional job and contributed \$5,973.00 to the schools this year. 4) Asked the Board if they would give her the opportunity to do a presentation and bring materials. She would like to continue working with the school District.

Duche Galvez, Junior Achievement of San Diego County, 1) Commented that Junior Achievement brings financial literacy programs to schools throughout the county. 2) Mentioned that due to the initiative of Dr. Fonseca, we started our partnership bringing financial literacy programs to the San Ysidro Schools. All seven schools participated. 3) Thanked everyone for the opportunity and is looking forward to the new school year.

Patricia Manley, Teacher, 1) Commended the Board for the changes brought to the District. She supports all of them with the exception of Special Education. 2) Commented that during the reconfiguration it was mentioned that seniority and the school requested would be taken into consideration. 3) Mentioned that she had an aide for six years that worked well with her and the students and was a great asset to Willow School. The aide requested to stay at Willow, has seniority and is going to Sunset. She heard that another instructional aide requested Sunset and is going to Willow. 4) Commented that it's personal because it affects her classroom.

Jeff Scarlett, Retired Teacher, 1) Commented that Principal Burciaga was honest, fair and supportive of him. 2) Mentioned that Principal Burciaga's most important attributes are his willingness to sit down and hear opinions, willing to work with them, modify and adjust.

Patricia Sortdesanz, Teacher, 1) Mentioned that she is speaking on behalf of Gloria Gonzalez not only because she's her sister, but a professional. She has a BA in Communication and Master's in Photography and has been working in the District for eighteen years. 2) Commented that Ms. Gonzalez provides professional quality pictures at an economical price. She has donated pictures and has always been compliant with the District. 3) Mentioned that she is saddened that her contract was rescinded due to an unethical person that not only spreads lies, but slanders her name. 4) Asked the Board to reconsider reinstating Gloria Gonzalez' contract.

Zenaida Rosario, Teacher, 1) Commented that she is speaking on behalf of Gloria Gonzalez Photography. 2) Mentioned that Ms. Gonzalez, in partnership with the school's PTA, has worked to provide quality pictures of the children. The end of the year graduation photos were amazing. She is professional, makes accommodations, and gives back to schools. 3) Commented that it's important that we don't move people out of our community who have served our community well. 4) On another note, she worked with Mr. Burciaga when they were teachers and has always admired him as an educator in the community. Commented that he is a very smart person, easy going and always willing to work with teachers and the children. 5) Mentioned that Mr. Burciaga defended her in a situation when she wanted more writing in the school and the Superintendent didn't feel it was important. He stood up for her and she will never forget that. 6) Commented that Mr. Burciaga is a great asset to this community and has so much to give.

Marianna Saponara, Representing Student and Parents, 1) Mentioned that she dislikes always coming to Board meetings and speaking about violation of civil rights. 2) Commented that the parent and student she is representing wants to resolve this matter, which has taken twenty-two months, in a peaceful way. 3) Mentioned that she has been humiliated and intimidated for trying to speak at the June 8, 2017, Board meeting.

4) Commented that she filed four complaints last week on behalf of parents. 5) Shared concerns about a gentleman practically charging at her in a very aggressive way. The gentleman thought she was entering a person's office. She was highly offended. 6) Mentioned that people in the community feel that the District is getting worse and that she should continue protecting students' rights. Wants to help resolve the issues in a positive way.

Cynthia Flores, Parent, 1) Commented that she's been a parent volunteer at Sunset School for eight years and she is very proud to be there. 2) Mentioned that her nephew graduated two years ago and is going into the eighth grade at SYMS. She decided to stay at Sunset because she feels welcomed by teachers. 3) Commented that she had the privilege of being the treasurer of the Sunset PTA and worked with Gloria Gonzalez and her staff. She enjoyed working with Gloria and mentioned that she contributed money to the PTA to help with activities. 4) Mentioned that everything is done for the new PTA and welcomes them. 5) Commented that she's been working with Mr. Burciaga for the last six years and she is very happy. Mr. Burciaga and Ms. Meza have always been great to her and she always feels welcomed.

Monique Luna, Teacher, 1) Thanked Mr. Burciaga and Ms. Meza for all the opportunities she had to attend trainings. 2) Mentioned that it is without doubt having Mr. Burciaga is a major reason for returning to work day after day. Sunset is a great environment. 3) Commented that she started teaching at Beyer and was transferred to Sunset and it was the best thing that happened to her. Mentioned that Mr. Burciaga helps them grow as teachers. 4) Commented that the administration and teachers at Sunset care for students and put students first. She is proud to work with them.

Elva De Baca, on behalf of Cynthia Vinarao, Teacher 1) Shared a statement from Mrs. Vinarao. 2) Mentioned that Cynthia is eager to begin the 2017-2018 school year at Sunset School to implement new ideas she learned over summer trainings. There are new programs that help prepare students for college at Sunset. 3) Commented that it's important to have the support of administrators and she is eager to once again serve under the leadership of Mr. Efrain Burciaga. She has worked at Sunset and has known Mr. Burciaga for over 20 years. They worked together as teachers in Kindergarten. He has moved up the education ladder as a Reading Coach, Assistant Principal and Principal and is well respected in the Sunset community. 4) Mentioned that since she's known Mr. Burciaga, he's been a man of integrity, someone who is willing to listen and go above and beyond to ensure the success of staff and student needs. Mr. Burciaga exemplifies servant leadership. 5) Thanked Dr. Fonseca and Board members for the opportunity to attend summer trainings, new student computers and for the opportunity to work with such a diligent and dedicated leader, Mr. Burciaga.

Elva De Baca, Teacher, 1) Commented that she worked with Mr. Burciaga in Kindergarten. 2) Mentioned that as a teacher, he put his students first and as a Principal, he puts teachers and students first. Mr. Burciaga stays with her when she works late even though she tells him that she is not afraid and he can leave. 3) Mentioned that she is saddened that Gloria Gonzalez can't renew her contract with the District. Other schools from other districts requested Gloria's services. 4) Commented that some of our parents don't have the opportunity to go to a studio to take pictures and Gloria brings the studio to them.

Erika Hurtado, on behalf of Sylvia Mayer, Teacher, 1) Commented that Mr. Ramos should be the Principal at La Mirada. Sylvia has worked with many principals and Mr. Ramos has the leadership skills the District is looking for. He sees potential in his staff and builds capacity. 2) Mentioned that Mr. Ramos allowed her to take risks and always had her back. He made her feel valued and appreciated. 3) Thanked Mr. Ramos and said she will miss working with him.

Manuela Colom, Executive Director, 1) Commented that she supports Mr. Ramos for the position of Principal. 2) Mentioned that Mr. Ramos was her Assistant Principal when she was a Principal. She was very impressed with the work he's done at La Mirada as a first year Interim Principal. 3) Commented that La Mirada didn't have any complaints last year and the year went smoothly. Mr. Ramos was inside the classroom providing feedback to teachers and making an impact with the curriculum. Parents provided good feedback about Mr. Ramos. 4) Mentioned that Mr. Ramos is a dedicated educator that is there for his students and community. He knows the culture of the school because he was a teacher at La Mirada. The school needs continuity and he deserves to be the Principal there.

Joel Tapia, Principal, 1) Commented that he respects the Board and feels the success is due to the Board and our leaders. He appreciates the trust. 2) Mentioned that he is grateful because this is the best group of people he has worked with. 3) Commented that being a Principal is a very lonely job and he wants Mr. Ramos working alongside him as a Principal. He respects decisions that have to be made. 4) Mentioned that what he respects the most about Mr. Ramos is that he puts students first. You can learn skills, read books and train but you can't teach what comes from the heart. If given the opportunity, he and Mr. Ramos will rock La Mirada and Smythe together as a team and make sure kids get the world class education they deserve.

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** **name and address.**

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

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

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Vice-President Lopez, 1) Commented that she and Dr. Fonseca visited Smythe and La Mirada and the schools look beautiful. 2) Mentioned that she attended some Summer Institute trainings last week and would like to get feedback from certificated staff and if possible, see the evaluations for the trainings. 3) Commented that she would also like to see the feedback on the Dual Language training. 4) Mentioned that she wants to see what we can do to provide teachers with the tools they need for our students to be prepared to go on to high school.

Clerk Diaz, 1) Mentioned that La Mirada and Smythe are looking great. It's amazing what has been accomplished in one month. 2) Thanked Balfour Beatty and all their contractors, Dr. Fonseca and Mr. Macias and especially, the people they direct that put all of this together. They deserve a bigger thanks. 3) Mentioned that he is so happy and honored to be here for the school District and community and to be part of this change over the last two and a half years. 4) Commented that we need to conduct our Board retreat. The Board needs to be together and on the same page. 5) Mentioned that he is very happy with what we've accomplished, but we need to conduct a review of Dr. Fonseca's and Mr. Macias' performance. He doesn't mean it in a bad way and most people are happy with their performance, but he thinks it's time to get it done. 6) Commented that we will always have different sides and need to figure out how we can all come together. We need to make decisions in the best interest of our children, financially, and for our District. 7) Stated that he strives to ensure the right thing is done with the information we have. Asked that the Board continue to be provided with accurate information in a timely manner so we can make informed decisions.

President Pallasigue, 1) Commented that she appreciates the community. 2) Mentioned that she is pleased to see La Mirada and Smythe redone. The two schools are the heart of the District and community. 3) Acknowledged the principals because they have a lot of demands and people to please. 4) Commented that teachers are the engine of everything that goes on here and we are all passengers on their train as well as our students. If there is an opportunity to honor teachers, she will take it whether it's fiscally, financially, or emotionally. If we can't support teachers, as a Board member she needs to see what she can do better. 5) Mentioned that her kids were infused with confidence in San Ysidro Schools. She grew up in the North County and moved schools every year and has seen a lot of teachers and principals and thinks San Ysidro has some of the best. 6) Commented that she would like Dr. Fonseca to look at a SOP regarding involvement with PTA. Her goal is to protect our principals and teachers from retaliation respectfully within our rights and jurisdiction. There seems to be recurring issues from different sites.

Member Martinez, 1) Commented that he is proud to see teachers and classified staff in attendance even though they are on vacation. Thanked everyone for voicing what they believe in. 2) Mentioned that out of all the schools, La Mirada and Smythe needed the most love. It was devastating for him to see our kids attending La Mirada School because of the way it looked. 3) Mentioned that our kids deserve the best and if we want to instill the notion that they are proud of where they are coming from, it starts with making sure we have quality staff and we do, but also that we have quality schools and they look the way they should. Those schools were particularly important not just because they looked visibly ugly, but because of the water issue. He is happy to see the schools are being remodeled. 4) Mentioned that there is an action item on the agenda that affects our staff. He has always supported staff and wants to reiterate that he will always continue to support staff. He is with staff a thousand percent. 5) Acknowledged Mr. Plana. Mentioned that his program helps kids. Commented that he is all for having more programs that support kids and that gives them the opportunity to experience the importance and beauty of arts. 6) Mentioned that he would like to see an update

on our game plan for Beyer and would like options for the Board to discuss and community input.

Member Linares, 1) Mentioned that the purpose of his comments is not to attack, belittle or accuse anybody of wrong doing but somebody must hold the Board and the administration accountable. 2) Commented that there are great things happening in our District of significant importance such as sound financial stability, solar panels, and school renovations to name a few, but there are other aspects the Board has failed to correct. 3) Mentioned that an orchestrated campaign started against him after he tried to advise the administration on February 14, 2016, to correct an insignificant event at that time. 4) Mentioned that the administration had to take corrective action at the December 14, 2016, Board meeting because of the complicity of the Board majority. The County Board of Education questioned the withdrawal of large amounts of money from the general fund for the benefit of administrators. 5) Commented that on January 3, 2017, the Board President and administration started unnecessary actions that culminated to a personal lawsuit against an administrator. He mentioned that he tried to provide a solution. 6) Mentioned that after articles from the media were made public against the Superintendent, on February 15, 2017, he requested a special board meeting to evaluate the actions of the Superintendent and legal counsel. Instead, the administration hired a law firm to investigate him. 7) Commented that on April 13, 2017, the Deputy Superintendent was given instructions to forward emails to all Board members between the President and Deputy Superintendent and they were finally received yesterday, but wants to know if all emails were sent to the Board. 8) Mentioned that on April 20, 2017, Board members received correspondence from an attorney threatening to file a law suit because of public records that were requested that the Deputy Superintendent didn't comply with. 9) Commented that he has not received a call from the Board President in regards to communicating input about the agenda, but did receive a call as a reprimand. 9) Mentioned that per the Superintendent's contract, the Superintendent should be evaluated every four months. The Board President failed to perform duties as the President. 10) Mentioned that he and another Board member have tried several times to have workshops and retreats along with continuing education for all Board members and their request was ignored.

Dr. Julio Fonseca, Superintendent, 1) Thanked everyone in attendance and welcomed back certificated and classified staff members. 2) Commented that he is honored and humbled to be here. 3) Mentioned that the San Ysidro School District is now a serious competitor of education in the County of San Diego and he is proud to be a part of that. Thanked teachers for the great work and compassion for the children. 4) Thanked classified staff members for ensuring that schools and facilities are up to par. 5) Commented that the focus is all about kids first. 6) Mentioned that although we have some naysayers looking at us, the hard work we've accomplished together will not be ridiculed and whatever is said about us that is negative will not hinder our ability to do what is right for our kids at all times. Projects that are underway will be completed. 7) Commented that when he first arrived he did a walk through at La Mirada and Smythe and it was such a disheartening scene to see. Teachers put beautiful student work in their classrooms and were very proud of their classrooms, but facilities were dilapidated and nothing had been done to La Mirada and Smythe since 1973. Now, the two schools are close to being done. 8) Commented that the District took on the issue of lead in the water and other districts have followed. 9) Mentioned that Kindergarten students will be focused on coding and Project Lead the Way will be implemented across the District. We are focused on the kids. 10) Commented that at the Family Resource Fair, students will be receiving backpacks and things they need. 11) Mentioned that we are trying to provide as much support as possible to Estela Vasquez Peña who has been dealing with health issues. 12) Commented that we are hopeful to enter into an opportunity to tell our staff members how much we appreciate them. Several years ago, staff members were told they had to take a twenty-four percent cut over three years. Because of the hard work that Mr. Macias and his staff have done to turn this District around financially, it's an opportunity to say thank you to our staff members for their great work. 13) Commented that he welcomes an evaluation.

11. GENERAL ADMINISTRATION**11.1 MINUTES**

The Board approved the minutes of the Regular Board meeting of May 30, 2017 and minutes of the Special Board meeting of July 20, 2017.

Motion: Diaz

Second: Martinez

Vote: Unanimous

11.2 ADMINISTRATIVE REGULATION 3543 -TRANSPORTATION SAFETY AND EMERGENCIES

The Board approved the second reading and adoption of Business and Noninstructional Operations Administrative Regulation 3543 on Transportation Safety and Emergencies to establish additional procedures to safeguard the safety of students while being transported in a District vehicle.

Motion: Pallasigue

Second: Lopez

Vote: Unanimous

11.3 BOARD POLICY 3541.2 TRANSPORTATION FOR STUDENTS WITH DISABILITIES

The Board approved the second reading and adoption of Business and Noninstructional Operations Board Policy 3541.2 - Transportation for Students with Disabilities.

Motion: Martinez

Second: Pallasigue

Vote: Unanimous

11.4 OPEN PUBLIC HEARING ON THE DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS AND EQUIPMENT

The Board opened the Public Hearing on the disposal of outdated, damaged and obsolete instructional materials and equipment from all school sites.

There were no public comments.

Motion: Diaz

Second: Lopez

Vote: Unanimous

11.5 CLOSE PUBLIC HEARING ON THE DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS AND EQUIPMENT

The Board closed the Public Hearing on the disposal of outdated, damaged and obsolete instructional materials and equipment from all school sites.

Motion: Pallasigue

Second: Martinez

Vote: Unanimous

11.6 DISPOSAL OF OBSOLETE/OUTDATED INSTRUCTIONAL MATERIALS AND EQUIPMENT

The Board approved the disposal of outdated, damaged and obsolete instructional materials and equipment from all school sites at a cost of \$2,400.00 from the general fund.

Motion: Diaz

Second: Martinez

Vote: Unanimous

11.7 OPEN PUBLIC HEARING OF THE WAIVER FOR TRANSITIONAL KINDERGARTEN LENGTH OF DAY

The Board opened the annual Public Hearing on the purpose and requirements of the waiver for half day Transitional Kindergarten at La Mirada, Ocean View Hills, Smythe and Willow Elementary Schools for the 2017-2018 school year.

Zenaida Rosario, Teacher, commented that we need to start looking into longer days for Transitional Kindergarten.

Motion: Pallasigue

Second: Martinez

Vote: Unanimous

11.8 CLOSE PUBLIC HEARING OF THE WAIVER FOR TRANSITIONAL KINDERGARTEN LENGTH OF DAY

The Board closed the annual Public Hearing on the purpose and requirements of the waiver for half day Transitional Kindergarten at La Mirada, Ocean View Hills, Smythe and Willow Elementary Schools for the 2017-2018 school year.

Motion: Martinez

Second: Lopez

Vote: Unanimous

11.9 RESOLUTION NO. 17/18-0001 TO APPROVE A WAIVER SUBMISSION FOR TRANSITIONAL KINDERGARTEN PROGRAMS

The Board adopted Resolution No. 17/18-0001 to submit a waiver of Transitional Kindergarten adjustment for the length of day at La Mirada, Ocean View Hills, Smythe, and Willow Elementary Schools for 2017-2018.

Motion: Diaz

Second: Lopez

Vote: Unanimous

11.10 RESOLUTION NO. 17/18-3102

The Board adopted Resolution No. 17/18-3102 on the new ground mounted photovoltaic panel project at Sunset School located at 3825 Sunset Lane, San Ysidro, CA and directed District staff to forward a copy of the adopted and signed Resolution to the Department of State Architects.

Motion: Diaz

Second: Linares

Vote: Unanimous

11.11 OPEN PUBLIC HEARING FOR THE SAN YSIDRO SCHOOL DISTRICT TO RE-OPEN ARTICLE 18 WITH THE SAN YSIDRO EDUCATION ASSOCIATION

The Board opened the Public Hearing for the San Ysidro School District to re-open Article 18 with the San Ysidro Education Association.

There were no public comments.

Motion: Martinez

Second: Pallasigue

Vote: Unanimous

11.12 CLOSE PUBLIC HEARING FOR THE SAN YSIDRO SCHOOL DISTRICT TO RE-OPEN ARTICLE 18 WITH THE SAN YSIDRO EDUCATION ASSOCIATION

The Board closed the Public Hearing for the San Ysidro School District to re-open Article 18 with the San Ysidro Education Association.

Motion: Martinez

Second: Lopez

Vote: Unanimous

11.13 OPEN PUBLIC HEARING FOR THE SAN YSIDRO SCHOOL DISTRICT TO RE-OPEN ARTICLE 14 WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

The Board opened the Public Hearing for the San Ysidro School District to re-open Article 14 with the California School Employees Association.

There were no public comments.

Motion: Diaz

Second: Martinez

Vote: Unanimous

11.14 CLOSE PUBLIC HEARING FOR THE SAN YSIDRO SCHOOL DISTRICT TO RE-OPEN ARTICLE 14 WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

The Board closed the Public Hearing for the San Ysidro School District to re-open Article 14 with the California School Employee Association.

Motion: Pallasigue

Second: Martinez

Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Items 12A.1, 12A.2, 12B.4, 12B.5, 12B.6, 12B.15 and 12E.2 for discussion and to be voted on separately.

Motion: Pallasigue

Second: Martinez

Vote: Unanimous

12A. CURRICULUM & INSTRUCTION**12A.1 RAZ-KIDS AND READING A-Z AS SUPPLEMENTAL MATERIALS FOR LITERACY/GUIDED READING**

The Board approved the purchase of Raz-Kids and Reading A-Z as supplemental materials for literacy for the 2017-18 school year at an estimated total cost of \$30,591.00 from the Title I fund.

Motion: Martinez

Second: Pallasigue

Vote: Unanimous

12A.2 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST FOR THE 2017-18 SCHOOL YEAR

The Board approved the San Ysidro School District Instructional Materials/Textbook List for the 2017-18 school year.

Motion: Pallasigue

Second: Martinez

Vote: Unanimous

11.1

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12A.3 PILOT OF ENGLISH LANGUAGE ARTS CORE MATERIALS

The Board approved the piloting of English Language Arts (ELA) core instructional materials at no cost to the District.

12A.4 SAN YSIDRO MIDDLE AND VISTA DEL MAR MIDDLE SCHOOLS 8TH GRADE TRIP TO WASHINGTON, D.C. AND NEW YORK 2018

The Board approved the attendance and participation of approximately forty eighth grade students from San Ysidro Middle and Vista Del Mar Middle Schools to a trip to Washington, D.C. and New York for an opportunity to discover American History first hand, during the week of March 25-30, 2018 at no direct cost to the District.

12A.5 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Rick Quintana, Denise Villezcas, Miguel Aguilera, Martha Murillo, Rebeca Ackerman, Sasha Ramirez, Manuel Paul, Marisela Lozano, Jennifer Cuestas	Pattern of Strengths and Weaknesses Trainings	SCREC	September 15, 2017 October 11, 2017 October 26, 2017 November 9, 2017	\$0	No Cost
Marisela Lozano, Josefina Villegas, Marjorie Palacios, Estella Pena, Albert Caballero, Sam Sardo, Steve Gonzales, Maricela Cali and Martha Murillo, Jennifer Cuestas	Assistive Technology Workshop	SCREC	September 7, 2017	\$0	No Cost
Manuela Colom, Kelli Hay, Melissa Brown, Laura Caballero, Omar Calleros, Veronica Medina, Alexis Rodriguez, Janette Ridgels and the Outreach Consultants	See attached List	Varies	2017-2018 See attached list	\$9,750.00	Various - TBD
Courtney Foster	PeopleSoft HCM Trainings	SDCOE	August 7-9, 2017	\$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Monica Yrineo, Patricia Caro, Miguel Ortega	Board Governance Workshop– Revised	Escondido	August 1, 2017	\$500.00	General Fund
Scott Lovelace, Francisco Mata	Understanding & Planning for School Bombing Incidents Training	Chula Vista	August 29, 2017	\$0	No Cost
Daniel Chavez, Irene E. Lopez, Guillermina Sandez	2017 VEBA Advisory Council Seminar – Revised	San Diego	August 24, 2017	\$0	No Cost
Jose Arturo Sanchez- Macias	Professional Facilities Management Course	Riverside	2017-2018	\$3,500.00	General Fund
Jose Arturo Sanchez- Macias	California Coalition for Adequate School Housing – Fall Conference	Newport Beach	October 18 th -20 th , 2017	\$7,500.00	General Fund

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of July 5, 2017- August 7, 2017. (Report #1): ▪ General Fund: 0000001968, 0000001970-0000002000, 0000002002-0000002013, 0000002015-0000002100, 0000002102-0000002103, 0000002105, 0000002107, 0000002111, 0000002114-0000002130, 0000002132-0000002148 ▪ Child Development Fund: 0000001967 ▪ Child Nutrition Fund: 0000001993, 0000002004, 0000002109-0000002110, 0000002112-0000002113, 0000002131, 0000002149 ▪ Building Fund: 0000001969, 0000002001, 0000002014, 0000002069, 0000002106, 0000002108 ▪ Capital Projects Fund: 0000002101.

12B.2 EXPENDITURE REPORT

The Board approved/ratified the expenditures incurred by the District during the period of June 29, 2017 through July 28, 2017. Listing sheets #1072 through #1084. Payments were made with checks #14-281998 through #14-290284 for a total expenditure of \$9,251,060.48

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at \$412.50 to help support and enrich our educational programs.

12B.4 LEGAL SERVICES AGREEMENT WITH FAGEN FRIEDMAN & FULFROST LLP

The Board approved/ratified the Legal Services Agreement with Fagen Friedman & Fulfrost LLP on an “as needed” basis.

Motion: Martinez

Second: Diaz

Vote: Unanimous

12B.5 AMENDMENT #2 TO THE AGREEMENT WITH PRINCIPAL’S EXCHANGE FOR COMMON CORE SUMMER INSTITUTE

The Board approved/ratified amendment #2 to the agreement with Principal’s Exchange 2017 Common Core Summer Institute to include three half-day sessions designed for new teachers at a cost of \$3,300.00 for a new contract total of \$248,555.00 from the Title II fund.

Motion: Diaz

Second: Pallasigue

Vote: Unanimous

12B.6 ACHIEVE3000 STUDENTS FIRST - GRANT AWARD

The Board accepted the Achieve3000 Students FIRST grant award for literacy resources with a value of \$11,500.00 for school year 2017-18.

Motion: Martinez

Second: Lopez

Vote: Unanimous

12B.7 AGREEMENT WITH MCGRAW HILL EDUCATION FOR MY MATH CONNECTED INTEGRATED SERVICE

The Board approved the purchase agreement with McGraw Hill Education - Connected Integrated Service for My Math Program as part of the Mathematics adoption for grades kindergarten to fifth at a cost of \$6,000.00 from the lottery fund.

12B.8 AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD QUICK START TEACHER INSTITUTE

The Board approved the agreement with CollegeBoard to provide the Quick Start Teacher Institute for the SpringBoard Program for teachers in grades 6th – 8th as part of the Mathematics adoption at a cost of \$10,800.00 from the Title II fund.

12B.9 IN LIEU OF TRANSPORTATION AGREEMENT 2017-2018

The Board approved/ratified the In Lieu of Transportation Agreement with parents of one special education student for school year 2017-2018. Mileage reimbursement will be paid from the Special Education fund.

12B.10 NATIONAL UNIVERSITY INTERNSHIP TEACHING PROGRAM AGREEMENT – ADDENDUM NO. 2

The Board approved Amendment No. 2 to the National University Internship Teaching Program Agreement.

12B.11 AGREEMENT WITH QUALTRICS

The Board approved the agreement with Qualtrics for the 2017-18 school year at a cost not to exceed \$25,000.00 from the supplemental and concentration fund.

12B.12 NATIONAL CENTER FOR EDUCATION RESEARCH & TECHNOLOGY (NCERT) MEMBERSHIP RENEWAL FOR 2017-2018

The Board approved the 2017-2018 membership renewal agreement with National Center for Education Research & Technology (NCERT) at an annual cost of \$6,950.00 from the general fund.

12B.13 AGREEMENT WITH QUALITY CONTROL CONSULTANTS, INC. AND CTE INC.

The Board approved/ratified the proposal with Quality Control Consultants, Inc. and CTE Inc. to provide Inspector of Record Services and In-Plant Inspection Services at an estimated cost of \$102,240.00 from the building fund. Manzana Energy has agreed to reimburse the District any fees related to these services.

12B.14 AGREEMENT WITH SOUTHWESTERN COLLEGE FOR SERVICE LEARNING PLACEMENT

The Board approved/ratified the Southwestern College Service Learning Placement Agreement from July 1, 2017 to June 30, 2022 at no cost to the District.

12B.15 AGREEMENT WITH SCRIPPS PERFORMING ARTS, INC. FOR A MUSICAL THEATRE PROGRAM

The Board approved the agreement with Scripps Performing Arts, Inc. for a musical theatre program during the 2017-18 school year at a cost not to exceed \$165,336.00 from the supplemental and concentration fund.

Motion: Diaz

Second: Martinez

Vote: Unanimous

12C. PERSONNEL – CLASSIFIED**EMPLOYMENT**

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

12C.1 Accounting Technician III – Ivan Ottaviano effective August 1, 2017

12C.2 Administrative Clerk I – Selene Camberos effective September 1, 2017

12C.3 AVID Tutors – Jorge Benetiz, Maria Enciso and Belinda Valdez effective September 1, 2017

12C.4 Bus Driver – Maya Leisure effective August 16, 2017

12C.5 Child Nutrition Specialist – Priscilla Ramirez effective August 16, 2017

12C.6 District Translators – Elmy Flores and Pablo Sainz effective September 1, 2017

12C.7 Instructional Aides – Ruth Gallegos, Eva Marquez-Larios and Vanessa Molina effective August 16, 2017 and Brianna Beltran, Isis Garcia, Cristofer Garcia-Saldivar, Neftali Gonzalez, Yuridia Marin, Leticia Martinez, Jacqueline Mejia and Karolina Moreno Yañez effective September 1, 2017

12C.8 Instructional Aide Special Education – Victoria Boone effective August 16, 2017

12C.9 Instructional Health Care Assistant – Martha Rivas effective August 16, 2017

12C.10 Instructional Media Resource Aide - Marci Begins effective September 1, 2017

12C.11 Noon Supervisors – Luisa Barrera, Jesse Bojorquez, Olivia Perez, Elizabeth Valenzuela and Esmeralda Valenzuela effective September 1, 2017

11.1

Page 13 of 17

EXTRA WORK FOR CLASSIFIED STAFF

- 12C.12** The Board approved/ratified the extra work for all available classified staff to complete projects needed for the first day of school.

LEAVE OF ABSENCE

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

- 12C.13** Custodian – Jorge Alvarez from August 21, 2017 – December 8, 2017 and January 29, 2018 – May 25, 2018

RESIGNATION

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

- 12C.14** Instructional Aide – Maribel Martinez effective July 17, 2017
12C.15 Substitute Instructional Aide – Bertha Paniagua effective July 25, 2017
12C.16 Testing Assistant – Miranda Olea effective July 20, 2017

12D. PERSONNEL – CERTIFICATED**EMPLOYMENT**

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

- 12D.1** Head Start Permit Teachers – Matilde Diaz and Cristina Rivera-Ortiz effective July 31, 2017 and Celia Mendivil effective August 14, 2017
12D.2 Preschool Permit Teacher – Esther Ruiz and Katia Solorzano effective September 1, 2017
12D.3 Science Teacher – Nadean Perez effective August 14, 2017
12D.4 Teacher – Special Day Class – Cinthia Nuñez effective August 14, 2017

RESIGNATION

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

- 12D.5** Classroom Teacher – Beatriz Bautista effective July 10, 2017
12D.6 Teacher – Special Day Class – Martha Montoya effective August 2, 2017

12E. PERSONNEL – CONFIDENTIAL/MANAGEMENT**EMPLOYMENT**

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

- 12E.1** Director of Education Technology – Todd Lewis effective September 1, 2017

APPOINTMENT OF PRINCIPAL

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

- 12E.2** Principal – Luis Ramos effective July 1, 2017

Motion: Martinez

Second: Diaz

Vote: 4 Ayes – 1 Noes (Linares)

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

GOVERNING BOARD – RECONVENED to CLOSED SESSION at 8:20 p.m. in accordance with section 54954.5 regarding:

4.3 CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

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

Case/Claim: San Diegans for Open Government v. Fonseca

Case No. 37-2017-00007369-CU-MC-CTL

RECONVENED into OPEN SESSION AT 10:09 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

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

13. ADJOURNMENT Time: 10:09 p.m.

Respectfully Submitted,

J. Arturo Sanchez Macias, Secretary
Governing Board

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

SPECIAL MEETING OF THE GOVERNING BOARD
FRIDAY, SEPTEMBER 1, 2017
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Friday, September 1, 2017 at 5:00 p.m., and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:00 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. Marcos A. Diaz, Clerk – *Arrived at 5:04 p.m.*

Mr. Rodolfo Linares, Member

Mr. Antonio Martinez, Member

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

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Marianna Saponara, former Administrator, 1) Commented that the community sent her and they are concerned about her safety and the safety of the lady she is representing. 2) Mentioned that she has brought inappropriate behaviors to the Board's attention, but nothing has been done and also brought it to Dr. Fonseca's attention. Only a few Board members responded to the concerns. 3) Commented that parents feel that the parent and herself have been retaliated against. Her car was damaged. 4) Mentioned that a teacher said she poisoned pies and that's not true. This same person runs two businesses out of Smythe School and has kept money in cabinets. 5) Commented that we've been trying to get people to do their job and care for the kids. 6) Mentioned that parents shared concerns about a one-time bonus for staff.

Carmen Ordoñez, Parent, 1) Commented that she is here to give her truthful complaint against Mrs. Pallasigue and Dr. Fonseca. She doesn't know why he is being supported by three Board members. Mentioned that for the last twenty-two months, she's been complaining about her son's civil rights being violated. Dr. Fonseca doesn't care about the children's safety. 2) Commented that she and Mrs. Saponara have been speaking at Board meetings for the last twenty-two months concerning her son's civil rights being violated. This District doesn't care about the rights of our students. Mentioned that Mrs. Pallasigue didn't speak with her when she agreed to do so. 3) Shared concerns about the Superintendent making bad choices and leading the District to pay high legal fees. 4) Commented that the former Principal at Smythe told her that staff would be transferred, but that didn't happen and protected the staff.

Esther Gutierrez, PTA, 1) Commented that she's been a volunteer at Sunset for many years. 2) Mentioned that she has always complained about the money that was stolen in the past. 3) Commented that she is disappointed because she thought Mr. Martinez was going to help the community. 4) Mentioned that before Mrs. Pallasigue defends Principals from the PTA, she invites Mrs. Pallasigue to speak with the PTA to get exact details of what they are going through and what they do. There has been money laundering and she doesn't know what PTA goes through to get things for the kids. 5) Commented that she has reached out to Dr. Fonseca, he has tried to help, but many parents are afraid to talk and are not happy. 6) Mentioned that she doesn't have any children in the District but she cares for the kids. 7) Commented that PTA does everything for free and puts in money from their pockets. The last PTA hurt the kids. 8) Mentioned that she thought everyone was here to protect the kids.

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

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:10 p.m. in accordance with section 54954.5 regarding:

5.1 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

RECONVENED into OPEN SESSION 10:02 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 the following action in Closed Session:

The Board, by a vote of 5 to 0, accepted the resignation of the Superintendent effective immediately, in exchange for 18 months of compensation and release of all claims. The Board believes this is the most effective way to ensure that the excellent educational services provided to the community and its students will continue uninterrupted.

With that said, the Board of Education accepted the resignation of Superintendent Julio Fonseca effective immediately. Dr. Fonseca's departure is based on a personal situation. The Board of Education feels strongly that Dr. Fonseca's tenure with the District has been highly productive and impactful for student learning. The Board agreed to accept Dr. Fonseca's resignation and thanked him for his tireless and dedicated service to the District and the children in the school community.

Arturo Sanchez-Macias, Deputy Superintendent, has been named the Interim Superintendent and the Board has every confidence that Dr. Fonseca's great work in helping the District offer excellent educational services to the community's students will continue under Mr. Sanchez -Macias' leadership.

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

6. ADJOURNMENT Time: 10:04 p.m.

Respectfully Submitted,

J. Arturo Sanchez-Macias, Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Administration
J. Arturo Sanchez Macias, Interim Superintendent

AGENDA ITEM: FIRST READING OF REVISED ADMINISTRATIVE REGULATION 1250
COMMUNITY RELATIONS VISITS TO THE SCHOOLS

BACKGROUND INFORMATION:

The current Administrative Regulation (AR) 1250 Community Relations Visitors/Outsiders was adopted by the Governing Board on September 11, 2008. Throughout the years, safety has been a top priority within the District. The goal is to provide clear instructions regarding visits to the schools.

Revised AR 1250 Community Relations Visits to the Schools provides standard operating procedures which includes: visible school hours, visitor registration location and requirements, penalties for refusing to leave school grounds, and any other announcements required by the local law enforcement agency.

RECOMMENDATION:

Approve First Reading of the revised Administrative Regulation 1250 Community Relations Visits to the Schools.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

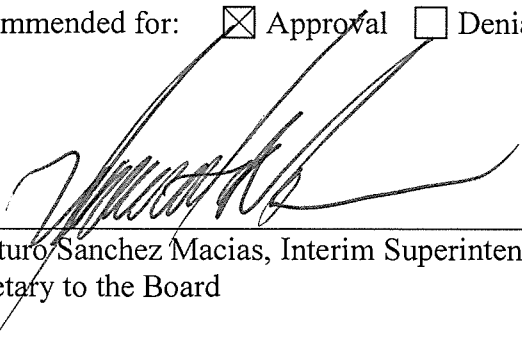
N/A

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

Community Relations**VISITS TO THE SCHOOLS**

The Superintendent or designee shall post at every entrance to each school and school grounds a notice setting forth school hours, visitor registration location and requirements, penalties for refusing to leave school grounds, and any other announcements required by the local law enforcement agency in order to pursue the arrest of persons found loitering or trespassing. (Education Code 32211, Penal Code 627.6)

Immediately upon entering any school building or grounds, any person who is not a student of the school or a district employee shall, when school is in session, report his/her presence and the reason for visiting the school to the principal or designee. Any person the principal or designee asks to leave school grounds shall promptly comply.

The principal or designee may provide visible means of identification to be used by all visitors while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's *and* principal's permission (Education Code 51512)

All staff members should watch for strangers on school grounds and ask such persons if they have registered in the school office. Staff shall inform the principal when anyone is present who refuses to comply with the registration requirement.

Any possession of unauthorized dangerous instruments, weapons or devices shall be reported immediately to the principal or designee and may be reported to the local law enforcement agency.

Any visitor who fails to register within a reasonable time after entering the school grounds, who fails to leave upon request of the principal or designee, or who returns after leaving pursuant to such a request has committed an unlawful act and may be prosecuted according to law.

Any person who complies with the principal or designee's request to depart from school grounds may appeal to the Superintendent, designee or principal. The written request for a hearing must be made within five days after the person's departure from school and must state why the request to depart was improper. The request also must provide an address to which a hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent, designee or principal shall mail a notice of the hearing to the person requesting it. The hearing shall be held within seven days after receipt of the request.

The decision of the Superintendent, designee or principal may be appealed to the Governing Board. The Board shall consider and decide the matter at the next regular public Board meeting for which it can be placed on the agenda. The Board's decision shall be final.

Adopted:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

Revised:

11.2

VISITORS/OUTSIDERS

The Superintendent or designee shall post at every entrance to each school and school grounds a notice setting forth visitor registration requirements, hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors while they are on school grounds.

Outsider Registration

Any person other than the following is considered an outsider and required to register upon entering school premises during school hours: (Penal Code 627.1, 627.2; Evidence Code 1070)

1. A student of the school, unless currently under suspension
2. A parent/guardian of a student of the school
3. A Governing Board member or district employee
4. A public employee whose employment requires being on school grounds, or any person who is on school grounds at the school's request
5. A representative of a school employee organization who is engaged in activities related to the representation of school employees
6. An elected public official
7. A publisher, editor, reporter or other person connected with or employed by a newspaper, magazine, other periodical, radio station or television station

Registration Procedure

In order to register, outsiders shall, upon request, furnish the principal or designee with the following information: (Penal Code 627.3)

1. His/her name, address and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Denial of Registration

1. The principal or designee may refuse to register any outsider if he/she reasonably concludes that the outsider's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee or school security officer may revoke an outsider's registration if he/she has a reasonable basis for concluding that the outsider's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students or staff. (Penal Code 627.4)

(cf. 3515.2 - Disruptions)

2. The principal or designee may request that an outsider who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When an outsider is directed to leave, the principal or designee shall inform the outsider that if he/she reenters the school within seven days he/she will be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

Any person who is denied registration or whose registration is revoked may appeal to the Superintendent or principal by submitting, within five days after the person's departure from school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of the request for a hearing, the Superintendent or principal shall promptly mail a notice of the hearing to the person requesting it. A hearing before the Superintendent or principal shall be held within seven days after receipt of the request. (Penal Code 627.5)

(cf. 1312.1 - Complaints Concerning District Employees)

(9 92 6 96) 10 96

VISITORS/OUTSIDERS

The Governing Board encourages parents guardians and interested members of the community to visit the schools and view the educational program.

To ensure minimum interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and principal or designee. If a conference is desired, an appointment should be set with the teacher during noninstructional time.

To ensure the safety of students and staff and avoid potential disruptions, all visitors shall register immediately upon entering any school building or grounds when school is in session.

For purposes of school safety and security, the principal or designee may design a visible means of identification for visitors while on school premises.

- No electronic listening or recording device may be used by students or visitors in a classroom without the teacher and principal's permission. (Education Code 51512)

(cf. 5144 - Discipline)

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting

32211 Threatened disruption or interference with classes; misdemeanor

32212 Classroom interruptions

35160 Authority of governing boards

35292 Visits to schools (board members)

51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE

1070 Refusal to disclose news source

LABOR CODE

230.8 Discharge or discrimination for taking time off

PENAL CODE

626-626.10 Schools

627-627.10 Access to school premises, especially:

627.1 Definitions

627.2 Necessity of registration by outsider

627.7 Misdemeanors; punishment

ATTORNEY GENERAL OPINIONS

95 Ops. Cal. Atty. Gen. 509 (1996)

(6/90 9/92) 10/96

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3201

BACKGROUND INFORMATION:

The District's outstanding Certificate issues currently have two different Trustees. The District's 2012 Certificates and 2015 Refunding Certificates have Bank of New York Mellon serving as the Trustee. The District's 2016 Refunding Certificates and 2017 Certificates have U.S. Bank National Association serving as the Trustee. As an integral component of upgrading its operational system for Certificate payments, the District is in the process of consolidating all four of its outstanding Certificate issues (2012, 2015, 2016 and 2017 Certificate issues) with a single Trustee.

This operational systems upgrade provides for U.S. Bank National Association (the "New Trustee") to succeed the Bank of New York Mellon (the "Prior Trustee") as the Trustee under the District's 2012 Certificates and 2015 Refunding Certificates issues. When completed, all of the District's outstanding Certificates issues will have U.S. Bank National Association serving as a single Trustee. The effective start date of the New Trustee for the 2012 Certificates and 2015 Refunding Certificates issues is December 1, 2017.

RECOMMENDATION:

Approve Resolution No. 17/18-3201 authorizing removal of the Trustee and appointment of a Successor Trustee with respect to the 2012 Certificates of Participation and 2015 Refunding Certificates of Participation and entering into Trustee Succession Agreements with the new Trustee.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

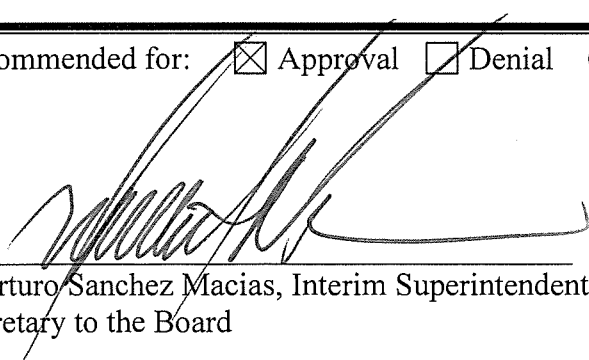
N/A

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 17/18-3201

RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING REMOVAL OF THE TRUSTEE AND APPOINTMENT OF A SUCCESSOR TRUSTEE WITH RESPECT TO THE 2012 CERTIFICATES OF PARTICIPATION AND 2015 REFUNDING CERTIFICATES OF PARTICIPATION

WHEREAS, the San Ysidro School District (the "District") is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State");

WHEREAS, the District has previously caused to be executed and delivered those certain 2012 Certificates of Participation pursuant to a Trust Agreement, dated as of January 1, 2012 (the "2012 Trust Agreement"), by and among the District, San Ysidro Schools Public Financing Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder (the "2012 Trustee");

WHEREAS, the District has also previously caused to be executed and delivered those certain 2015 Refunding Certificates of Participation pursuant to a Trust Agreement, dated as of August 1, 2015 (the "2015 Trust Agreement" and together with the 2012 Trust Agreement, the "Trust Agreements"), by and among the District, the Corporation and the 2012 Trustee, as trustee thereunder (the "2015 Trustee");

WHEREAS, the Trust Agreements each provide for removal of the trustee and appointment of a successor trustee under certain circumstances;

WHEREAS, U.S. Bank National Association ("U.S. Bank") serves as trustee for the District's 2016 Refunding Certificates of Participation and 2017 Certificates of Participation (School Facilities Bridge Funding Program);

WHEREAS, the District now desires to replace the 2012 Trustee and the 2015 Trustee with U.S. Bank as trustee under the Trust Agreements so as to consolidate the role of trustee in one bank for all of the District's outstanding certificates of participation;

WHEREAS, the Governing Board of the District (the "Board") has been presented with the form of each document referred to herein relating to the actions contemplated hereby, and the Board has examined and approved each document and desires to authorize and direct the execution of such documents and the consummation of such actions;

NOW, THEREFORE, this Board hereby ORDERS, RESOLVES, and DETERMINES, as follows:

SECTION 1. Recitals. All of the recitals herein contained are true and correct and the Board so finds.

SECTION 2. Approval of Removal/Appointment of Trustee. The Board hereby approves the removal of The Bank of New York Mellon Trust Company as trustee and the appointment of U.S. Bank as successor trustee under the 2012 Trust Agreement and the 2015 Trust Agreement, respectively.

SECTION 3. Approval of 2012 Succession Agreement. The form of the 2012 Trustee Succession Agreement, on file with the Secretary of the Board, is hereby approved, and each of the President of the Board, and such other members of the Board as the President may designate, the Interim Superintendent of the District, the Deputy Superintendent of the District and such other officers or employees of the District as the Interim Superintendent or the Deputy Superintendent may designate (collectively, the "Authorized Officers"), acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the 2012 Trustee Succession Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. Approval of 2015 Succession Agreement. The form of the 2015 Trustee Succession Agreement, on file with the Secretary of the Board, is hereby approved, and an Authorized Officer, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the 2015 Trustee Succession Agreement in substantially said form, with such changes therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. Official Action. Each of the Authorized Officers, acting alone, is hereby authorized and directed to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

SECTION 6. Prior Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the transactions set forth above are hereby approved, confirmed and ratified.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District of San Diego County, California, this ____ day of _____, 2017 by the following vote:

AYES: Members

NOES: Members

ABSTAIN: Members

ABSENT: Members

- - - - -

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN DIEGO)

I, J. Arturo Sanchez-Macias, Secretary to the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a resolution adopted by said Governing Board at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is on file in the Office of said Board.

Date

Secretary of the Governing Board

TRUSTEE SUCCESSION AGREEMENT
FOR
2012 CERTIFICATES OF PARTICIPATION

TRUSTEE SUCCESSION AGREEMENT

This TRUSTEE SUCCESSION AGREEMENT (the "Agreement") dated as of October 1, 2017 and effective as of December 1, 2017 (the "Effective Date"), is executed by and among SAN YSIDRO SCHOOL DISTRICT (the "District"), SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (the "Corporation"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as predecessor trustee ("BNY"), and U.S. BANK NATIONAL ASSOCIATION, as successor trustee ("U.S. Bank").

WITNESSETH

WHEREAS, the District, the Corporation and BNY entered into that certain Trust Agreement, dated as of January 1, 2012 (the "Trust Agreement") pursuant to which the District caused BNY to execute and deliver 2012 Certificates of Participation in the aggregate principal amount of \$10,409,714.55 (the "Certificates");

WHEREAS, pursuant to the Assignment Agreement, dated as of January 1, 2012, by and between the Corporation and BNY, as trustee under the Trust Agreement, the Corporation irrevocably and absolutely transferred, assigned and set over to BNY, as trustee under the Trust Agreement, for the benefit of the Owners (as defined in the Trust Agreement) of the Certificates, all of the Corporation's rights, title, and interest, but none of its obligations, under the Site Lease, dated as of January 1, 2012 by and between the District and the Corporation (the "Site Lease") and the Lease Agreement, dated as of January 1, 2012 by and between the District and the Corporation (the "Lease"); and

WHEREAS, BNY is currently appointed as Trustee for the Certificates under the Trust Agreement;

WHEREAS, the District now desires to remove BNY as trustee and to appoint U.S Bank to serve as trustee under the Trust Agreement;

WHEREAS, removal of BNY as trustee also serves to remove BNY as assignee under the Assignment Agreement;

WHEREAS, Section 5.1(b) of the Trust Agreement provides that BNY may be removed as trustee by written request of the Corporation, the District or the Owners of the Certificates and upon giving notice of such removal to Assured Guaranty Municipal Corporation, as insurer for the Certificates (the "Insurer"), and such removal shall become effective upon acceptance of appointment of a successor trustee; and

WHEREAS, by the notice attached hereto as Exhibit A, dated October __, 2017, the District has given notice to the Insurer of its removal of BNY as trustee under the Trust Agreement and of its joint appointment with the Corporation of U.S. Bank as successor trustee; and

WHEREAS, the District and the Corporation desire to appoint U.S. Bank as successor trustee under the Trust Agreement on the terms and conditions set forth herein and under the Trust Agreement; and

NOW, THEREFORE, pursuant to the provisions of the Trust Agreement and in consideration of the covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I. PREDECESSOR TRUSTEE

Section 1.01 Removal of Trustee. BNY is hereby removed as Trustee under the Trust Agreement and such removal shall take effect upon the Effective Date.

Section 1.02 Acknowledgement of Removal as Trustee. BNY hereby acknowledges its removal as Trustee under the Trust Agreement, all as of the Effective Date.

Section 1.03 Representations and Warranties of BNY. BNY represents and warrants to the District, the Corporation and U.S. Bank that:

- (a) This Agreement has been duly authorized, executed and delivered on behalf of BNY and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (b) To the knowledge of the undersigned, there is no action, suit or proceeding pending or threatened against BNY before any court or any governmental authority arising out of any act or omission of BNY as Trustee under the Trust Agreement.
- (c) As of the Effective Date, BNY has made no advances as Trustee for the reimbursement of which it claims or may claim a lien or charge prior to that of the holders of the Certificates.
- (d) Interest on the Certificates has been paid through September 1, 2017.

Section 1.04 Assignment. As of the Effective Date, BNY hereby assigns, transfers, delegates, delivers and confirms to U.S. Bank all estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations of BNY in and under the Trust Agreement, including its rights, title and interest pursuant to the Assignment Agreement. At the Corporation's sole expense, BNY hereby agrees to execute and deliver such further instruments and shall do such other things as U.S. Bank may reasonably require so as to more fully and certainly vest and confirm in U.S. Bank all estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations assigned, transferred, delegated, delivered and confirmed to U.S. Bank as successor Trustee under the Trust Agreement and as assignee under the Assignment Agreement. BNY will, on or prior to the Effective Date, transfer to U.S. Bank the items described on the attached Exhibit B.

ARTICLE II. THE DISTRICT

Section 2.01 Appointment of Successor Trustee. The District hereby appoints U.S. Bank as successor Trustee under the Trust Agreement, with all the estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations heretofore vested in BNY. BNY's removal as Trustee and the appointment and acceptance of U.S. Bank as successor Trustee shall be effective as of the Effective Date.

Section 2.02 Representations and Warranties of the District. The District hereby represents and warrants to U.S. Bank and BNY that:

- (a) The District is a school district duly organized and political subdivision of the State of California.

(b) It is not in default of any of its obligations under the Trust Agreement and to the best of its knowledge, no event has occurred and is continuing which is, or after notice or lapse of time would become an Event of Default under the Trust Agreement.

(c) To the best of its knowledge, no covenant or condition contained in the Trust Agreement has been waived by the District.

(d) This Agreement has been duly authorized, executed and delivered on behalf of the District and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(e) On or before the date of this Agreement, the District has paid BNY all remaining fees and expenses due to BNY as Trustee under the Trust Agreement.

(f) All conditions precedent relating to the appointment of U.S. Bank as successor Trustee under the Trust Agreement have been complied with by the necessary parties.

ARTICLE III. U.S. BANK

Section 3.01 Acceptance of Appointment as Successor Trustee. By its signature below, U.S. Bank hereby accepts its appointment as successor Trustee under the Trust Agreement and accepts, without any further act, deed or conveyance, the rights, powers, duties and obligations of BNY as Trustee under the Trust Agreement, upon the terms and conditions set forth herein and therein, with the like effect as if originally named as Trustee under the Trust Agreement.

Section 3.02 Assignment of rights under the Assignment Agreement. By acceptance of appointment of successor trustee, U.S. Bank also hereby accepts the irrevocable and absolute transfer, assignment and set over by the Corporation to the trustee of the Corporation's rights, title, and interest, under the Site Lease and the Lease.

Section 3.03 Representations and Warranties of U.S Bank. U.S. Bank hereby represents and warrants to BNY, the District and the Corporation that:

(a) U.S Bank is a national banking association duly organized and existing under and by virtue of the laws of the United States of America, having the full power and authority to enter into and perform its duties under this Agreement and under the Trust Agreement, and is eligible to serve as trustee pursuant to Section 5.1(b) of the Trust Agreement.

(b) U.S. Bank is duly authorized to enter into this Agreement and the Trust Agreement and to accept the assignment of the Assignment Agreement.

(c) The execution and delivery of this Agreement and the Trust Agreement, and compliance with the provisions on U.S. Bank's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, material agreement or material instrument to which U.S. Bank is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by U.S. Bank pursuant to the lien created by the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, material agreement or material instrument, except as provided by the Trust Agreement.

(d) To U.S. Bank's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or threatened against U.S. Bank, affecting the existence of U.S. Bank, or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of this Agreement or the Trust Agreement, or contesting the powers of U.S. Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of this Agreement or the Trust Agreement or the ability of U.S. Bank to perform its obligations thereunder.

(e) This Agreement has been duly authorized, executed and delivered on behalf of U.S. Bank and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

Section 3.04 Designated Office. References in the Trust Agreement to "principal office" or "designated office" or other similar terms shall be deemed to refer to a corporate trust office of U.S. Bank, which is presently located at: U.S. Bank National Association, 111 Fillmore Avenue East, St. Paul, Minnesota 55107. Attention: Dan Sheff, Global Corporate Trust Services.

ARTICLE IV. MISCELLANEOUS

Section 4.01 Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, each term used in this Agreement in relation to a particular Trust Agreement shall have the meaning assigned to such term in the Trust Agreement.

Section 4.02 Effective Date. This Agreement and the removal, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

Section 4.03 No Assumption of Liability. The District, Corporation, and BNY acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by U.S. Bank of any liability of BNY arising out of any breach by BNY in the performance or non-performance of BNY's duties as Trustee under the Trust Agreement. The District, the Corporation and U.S. Bank acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by BNY of any liability of U.S. Bank arising out of any breach by U.S. Bank in the performance or non-performance of U.S. Bank's duties as Trustee under the Trust Agreement.

Section 4.04 Compensation to Trustee. Notwithstanding the removal of BNY effected hereby, the District agrees that BNY shall remain entitled to compensation, reimbursement and indemnification in connection with its trusteeship under the Trust Agreement.

Section 4.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 4.06 Notice to the Successor Trustee. Notices to the successor Trustee shall be given at the following address:

U.S. Bank National Association
Westside Flats
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: Corporate Trust

Section 4.07 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the District, the Corporation, BNY and U.S. Bank have each caused this instrument to be executed and acknowledged by its officers duly authorized in its name and on its behalf all as of the date first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOLS PUBLIC FINANCING
CORPORATION

By: _____
Marcos A. Diaz
Chair

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as predecessor trustee

By: _____
Name:
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Dan Sheff
Title: Vice President

EXHIBIT A

**FORM OF CONSENT TO REMOVE TRUSTEE
AND
APPOINT SUCCESSOR TRUSTEE**

**FORM OF CONSENT TO REMOVE TRUSTEE AND
APPOINT SUCCESSOR TRUSTEE**

**\$10,409,714.55
San Ysidro School District
2012 Certificates of Participation**

Assured Guaranty Municipal Corporation
Attention: _____
1633 Broadway
New York, New York 10019

San Ysidro School District (the "District") hereby provides notice to Assured Guaranty Municipal Corporation (the "Insurer"), of the intended removal of The Bank of New York Mellon Trust Company, N.A. ("BNY"), effective as of December 1, 2017 (the "Effective Date"), as trustee with respect to the above-referenced certificates of participation (the "Certificates"), pursuant to Section 5.1(b) of the Trust Agreement dated as of January 1, 2012, among the District, San Ysidro Schools Public Financing Corporation (the "Corporation") and BNY (the "Trust Agreement").

Pursuant to the Trust Agreement, the District also intends, along with the Corporation, jointly to appoint U.S. Bank National Association ("U.S. Bank") as successor trustee under the Trust Agreement, effective as of the Effective Date. The address of the successor trustee's principal corporate trust office is

60 Livingston Avenue,
EP-MN-WS3C
St. Paul, Minnesota 55107

Dated: October __, 2017.

SAN YSIDRO SCHOOL DISTRICT

By: _____
J. Arturo Sanchez Macias
Interim Superintendent

EXHIBIT B

ITEMS TO BE DELIVERED BY BNY TO U.S. BANK

1. Closing transcript(s) relating to the 2012 Certificates that include executed copies of the Trust Agreement and other closing documents.
2. Certified list of holders of the 2012 Certificates as of the effective date of this Agreement, certificate detail and all “stop transfers” and the reason for such “stop transfers” (or, alternatively, if there are a substantial number of registered Bondholders, the computer tape reflecting the identity, address, tax identification and detailed holdings of each such Bondholder).
3. Copies of any official notices sent by the Trustee to all Certificate holders pursuant to the terms of the Trust Agreement during the past twelve months.
4. Bond debt service records.
5. A copy of the most recently completed rebate calculation and trust account statements for the period succeeding the last rebate calculation to the date of this Agreement for any accounts that have had funds on deposit during such period.
6. All unissued 2012 Certificates inventory or DTC FAST held global certificates.
7. Original 2012 Certificates.

TRUSTEE SUCCESSION AGREEMENT
FOR
2015 REFUNDING
CERTIFICATES OF PARTICIPATION

TRUSTEE SUCCESSION AGREEMENT

This TRUSTEE SUCCESSION AGREEMENT (the "Agreement") dated as of October 1, 2017 and effective as of December 1, 2017 (the "Effective Date"), is executed by and among SAN YSIDRO SCHOOL DISTRICT (the "District"), SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION (the "Corporation"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as predecessor trustee ("BNY"), and U.S. BANK NATIONAL ASSOCIATION, as successor trustee ("U.S. Bank").

WITNESSETH

WHEREAS, the District, the Corporation and BNY entered into that certain Trust Agreement, dated as of August 1, 2015 (the "Trust Agreement") pursuant to which the District caused BNY to execute and deliver 2015 Refunding Certificates of Participation in the aggregate principal amount of \$21,585,000 (the "Certificates");

WHEREAS, pursuant to the Assignment Agreement, dated as of August 1, 2015, by and between the Corporation and BNY, as trustee under the Trust Agreement, the Corporation irrevocably and absolutely transferred, assigned and set over to BNY, as trustee under the Trust Agreement, for the benefit of the Owners (as defined in the Trust Agreement) of the Certificates, all of the Corporation's rights, title, and interest, but none of its obligations, under the Site Lease, dated as of August 1, 2015 by and between the District and the Corporation (the "Site Lease") and the Lease Agreement, dated as of August 1, 2015 by and between the District and the Corporation (the "Lease"); and

WHEREAS, BNY is currently appointed as Trustee for the Certificates under the Trust Agreement;

WHEREAS, the District now desires to remove BNY as trustee and to appoint U.S. Bank to serve as trustee under the Trust Agreement;

WHEREAS, removal of BNY as trustee also serves to remove BNY as assignee under the Assignment Agreement;

WHEREAS, Section 9.01(c) of the Trust Agreement provides that BNY may be removed as trustee by the District, so long as there is no Event of Default, with the prior written consent of the Build America Mutual Assurance Company, as insurer for the Certificates (the "Insurer"), and the District may appoint a successor; and

WHEREAS, removal of BNY shall be effective upon acceptance of appointment of U.S. Bank;

WHEREAS, by the Consent attached hereto as Exhibit A, dated October __, 2017, the Insurer has provided its prior written consent to the removal of BNY as trustee and the appointment of U.S. Bank as successor trustee under the Trust Agreement; and

WHEREAS, the appointment of U.S. Bank as a successor trustee under the Trust Agreement shall be on the terms and conditions set forth herein and under the Trust Agreement;

NOW, THEREFORE, pursuant to the provisions of the Trust Agreement and in consideration of the covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I. PREDECESSOR TRUSTEE

Section 1.01 Removal of Trustee. BNY is hereby removed as Trustee under the Trust Agreement and such removal shall take effect upon the Effective Date.

Section 1.02 Acknowledgement of Removal as Trustee. BNY hereby acknowledges its removal as Trustee under the Trust Agreement, all as of the Effective Date.

Section 1.03 Representations and Warranties of BNY. BNY represents and warrants to the District, the Corporation and U.S. Bank that:

- (a) This Agreement has been duly authorized, executed and delivered on behalf of BNY and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (b) To the knowledge of the undersigned, there is no action, suit or proceeding pending or threatened against BNY before any court or any governmental authority arising out of any act or omission of BNY as Trustee under the Trust Agreement.
- (c) As of the Effective Date, BNY has made no advances as Trustee for the reimbursement of which it claims or may claim a lien or charge prior to that of the holders of the Certificates.
- (d) Interest on the Certificates has been paid through September 1, 2017.

Section 1.04 Assignment. As of the Effective Date, BNY hereby assigns, transfers, delegates, delivers and confirms to U.S. Bank all estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations of BNY in and under the Trust Agreement, including its rights, title and interest pursuant to the Assignment Agreement. At the Corporation's sole expense, BNY hereby agrees to execute and deliver such further instruments and shall do such other things as U.S. Bank may reasonably require so as to more fully and certainly vest and confirm in U.S. Bank all estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations assigned, transferred, delegated, delivered and confirmed to U.S. Bank as successor Trustee under the Trust Agreement and as assignee under the Assignment Agreement. BNY will, on or prior to the Effective Date, transfer to U.S. Bank the items described on the attached Exhibit B.

Section 1.05 Escrow Agent. Notwithstanding anything in this Agreement to the contrary, BNY shall continue as escrow agent under the Escrow and Deposit Agreement, dated as of August 1, 2015 (the "Escrow Agreement"), between the Corporation and BNY, relating to the 1998 Certificates, the 2001 Certificates and the 2005 Certificates (all as defined in the Trust Agreement) which certificates of participation were refunded by and defeased with proceeds of the Certificates; and the assignment, transfer, and delegation of the estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations of BNY to U.S. Bank contemplated hereby shall not relieve BNY of its rights and obligations under the Escrow Agreement.

ARTICLE II. THE DISTRICT

Section 2.01 Appointment of Successor Trustee. The District and the Corporation hereby appoint U.S. Bank as successor Trustee under the Trust Agreement, with all the estates, properties (including securities and moneys held as trustee), rights, powers, trusts, privileges, title, interests, duties and obligations heretofore vested in BNY. BNY's removal as Trustee and the appointment and acceptance of U.S. Bank as successor Trustee shall be effective as of the Effective Date.

Section 2.02 Representations and Warranties of the District. The District hereby represents and warrants to U.S. Bank and BNY that:

- (a) The District is a school district duly organized and political subdivision of the State of California.
- (b) It is not in default of any of its obligations under the Trust Agreement and to the best of its knowledge, no event has occurred and is continuing which is, or after notice or lapse of time would become an Event of Default under the Trust Agreement.
- (c) To the best of its knowledge, no covenant or condition contained in the Trust Agreement has been waived by the District.
- (d) This Agreement has been duly authorized, executed and delivered on behalf of the District and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.
- (e) On or before the date of this Agreement, the District has paid BNY all remaining fees and expenses due to BNY as Trustee under the Trust Agreement.
- (f) All conditions precedent relating to the appointment of U.S. Bank as successor Trustee under the Trust Agreement have been complied with by the necessary parties.

ARTICLE III. U.S. BANK

Section 3.01 Acceptance of Appointment as Successor Trustee. By its signature below, U.S. Bank hereby accepts its appointment as successor Trustee under the Trust Agreement and accepts, without any further act, deed or conveyance, the rights, powers, duties and obligations of BNY as Trustee under the Trust Agreement, upon the terms and conditions set forth herein and therein, with the like effect as if originally named as Trustee under the Trust Agreement.

Section 3.02 Assignment of rights under the Assignment Agreement. By acceptance of appointment of successor trustee, U.S. Bank also hereby accepts the irrevocable and absolute transfer, assignment and set over by the Corporation to the trustee of the Corporation's rights, title, and interest, under the Site Lease and the Lease.

Section 3.03 Representations and Warranties of U.S Bank. U.S. Bank hereby represents and warrants to BNY, the District and the Corporation that:

(a) U.S. Bank is a national banking association duly organized and existing under and by virtue of the laws of the United States of America, having the full power and authority to enter into and perform its duties under this Agreement and under the Trust Agreement, and is eligible to serve as trustee pursuant to Section 9.01(b) of the Trust Agreement.

(b) U.S. Bank is duly authorized to enter into this Agreement and the Trust Agreement and to accept the assignment of the Assignment Agreement.

(c) The execution and delivery of this Agreement, and compliance with the provisions on U.S. Bank's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, material agreement or material instrument to which U.S. Bank is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by U.S. Bank pursuant to the lien created by the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, material agreement or material instrument, except as provided by the Trust Agreement.

(d) To U.S. Bank's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or threatened against U.S. Bank, affecting the existence of U.S. Bank, or the titles of its officers to their respective offices, or in any way contesting or affecting the validity or enforceability of this Agreement or the Trust Agreement, or contesting the powers of U.S. Bank or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of this Agreement or the Trust Agreement or the ability of U.S. Bank to perform its obligations thereunder.

(e) This Agreement has been duly authorized, executed and delivered on behalf of U.S. Bank and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

Section 3.04 Designated Office. References in the Trust Agreement to "principal office" or "designated office" or other similar terms shall be deemed to refer to a corporate trust office of U.S. Bank, which is presently located at: U.S. Bank National Association, 111 Fillmore Avenue East, St. Paul, Minnesota 55107. Attention: Dan Sheff, Global Corporate Trust Services.

ARTICLE IV. MISCELLANEOUS

Section 4.01 Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, each term used in this Agreement in relation to a particular Trust Agreement shall have the meaning assigned to such term in the Trust Agreement.

Section 4.02 Effective Date. This Agreement and the removal, appointment and acceptance effected hereby shall be effective as of the opening of business on the Effective Date.

Section 4.03 No Assumption of Liability. The District, Corporation, and BNY acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by U.S. Bank of any liability of BNY arising out of any breach by BNY in the performance or non-performance of BNY's duties as Trustee under the Trust Agreement. The District, the Corporation and U.S. Bank acknowledge and agree that nothing contained herein or otherwise shall constitute an assumption by BNY of any liability of U.S. Bank arising out of any breach by U.S. Bank in the performance or non-performance of U.S. Bank's duties as Trustee under the Trust Agreement.

Section 4.04 Compensation to Trustee. Notwithstanding the removal of BNY effected hereby, the District agrees that BNY shall remain entitled to compensation, reimbursement and indemnification in connection with its trusteeship under the Trust Agreement.

Section 4.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 4.06 Notice to the Successor Trustee. Notices to the successor Trustee shall be given at the following address:

U.S. Bank National Association
Westside Flats
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: Corporate Trust

Section 4.07 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the District, the Corporation, BNY and U.S. Bank have each caused this instrument to be executed and acknowledged by its officers duly authorized in its name and on its behalf all as of the date first written above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOLS PUBLIC FINANCING
CORPORATION

By: _____
Marcos A. Diaz
Chair

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as predecessor trustee

By: _____
Name:
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Dan Sheff
Title: Vice President

EXHIBIT A
FORM OF CONSENT TO REMOVE TRUSTEE
AND
APPOINT SUCCESSOR TRUSTEE

\$21,585,000
San Ysidro School District
2015 Refunding Certificates of Participation

CONSENT TO REMOVAL AND RE-APPOINTMENT OF TRUSTEE

The undersigned, on behalf of Build America Mutual Assurance Company, in its capacity as insurer (the "Insurer") for the above captioned certificates of participation (the "Certificates") of San Ysidro School District (the "District") hereby consents to the removal of The Bank of New York Mellon Trust Company, N.A., effective as of December 1, 2017 (the "Effective Date"), as trustee with respect to the Certificates pursuant to Section 9.01(c) of the Trust Agreement, dated as of August 1, 2015, between the District, San Ysidro Schools Financing Corporation and BNY (the "Trust Agreement").

The Insurer hereby further consents to the appointment of U.S. Bank National Association ("U.S. Bank") as successor trustee, pursuant to Section 9.01(e) of the Trust Agreement, effective as of the Effective Date.

Dated: October __, 2017.

BUILD AMERICA MUTUAL ASSURANCE
COMPANY

By: _____
Authorized Representative

EXHIBIT B

ITEMS TO BE DELIVERED BY BNY TO U.S. BANK

1. Closing transcript(s) relating to the 2015 Certificates that include executed copies of the Trust Agreement and other closing documents.
2. Certified list of holders of the 2015 Certificates as of the effective date of this Agreement, certificate detail and all “stop transfers” and the reason for such “stop transfers” (or, alternatively, if there are a substantial number of registered Bondholders, the computer tape reflecting the identity, address, tax identification and detailed holdings of each such Bondholder).
3. Copies of any official notices sent by the Trustee to all Certificateholders pursuant to the terms of the Trust Agreement during the past twelve months.
4. Bond debt service records.
5. A copy of the most recently completed rebate calculation and trust account statements for the period succeeding the last rebate calculation to the date of this Agreement for any accounts that have had funds on deposit during such period.
6. All unissued 2015 Certificates inventory or DTC FAST held global certificates.
7. Original 2015 Certificates.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2017-2018

BACKGROUND INFORMATION:

During school year 2017-2018 students in grades Kindergarten to Eighth from all of our schools will be participating in different educational field trips that will give students the opportunity to enrich their knowledge in the Common Core State Standards. All field trips will reinforce students' knowledge with pre and post activities.

The following list includes the different destinations of the field trips:

• Air and Space Museum	• Heritage of Las Americas	• Old Globe Theatre
• AMC Movie Theater	• Indian Hills	• Old Town, San Diego
• Aquatica	• John's Incredible Pizza	• Rueben H. Fleet Science Center
• Balboa Park	• Jump Around	• San Diego Outlets at the Border
• Belmont Park	• Knott's Berry Farm	• San Diego State University
• Birch Aquarium	• Larsen Field Park	• San Diego Wild Animal Park
• BizTown	• LEGOLAND	• San Diego Zoo, SeaWorld
• Camp Cuyamaca	• Living Coast Discovery	• San Juan Capistrano Mission
• Camp Marston	• McDonalds Community Fieldtrip	• Southwestern College
• Casa Familiar	• Misión San Diego de Alcalá	• Star of India Maritime Museum
• Children's Museum	• Mission Trails	• Vista Terrace Swimming Pool
• Discovery Center, Chula Vista	• Museum of the Holocaust, LA	• University of CA San Diego
• Disneyland	• Museum of Man	• USS Midway Museum
• Fire House Visit	• Museum of Tolerance	• Cabrillo Monument
• Fleet Science Center	• Natural History Museum	• Chula Vista Athlete Center

RECOMMENDATION:

Approve/Ratify the educational field trips to different destinations for students in grades Kindergarten to Eighth from all schools for the 2017-2018 school year. Student fees and transportation services will be covered from fundraising, donations, museum grants and the supplemental and concentration fund as needed.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

TBD

(Amount)

Fundraising, Donations, Grants and
Supplemental & Concentration Funds

(Name of funding source and/or location)

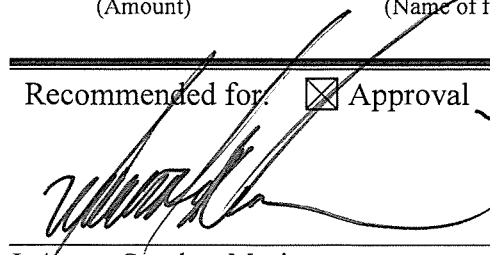
--

(Funding account number)

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

Superintendent's Office Certification: 12A.1

Page 1 of 26


J. Arturo Sanchez Macias
Secretary to the Board



Educational Field Trip Plan for 2017-18

School Name: La Mirada:

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Seaworld DATE: February 27, 28, or March 1st OR End of Feb-March TEACHERS: Ambler, Coonrad, Kim GRADE: Kinder	District bus for approximately 90 people	Funding	Kinder-LS Use observations to describe patterns of what plants and animals (including humans) need to survive. WK.2 Informative writing-use a combination of drawing, dictating and writing to compose informative texts in which to name what they are writing. WK.3 Narrative writing-write to narrative an event. SL.K4 Describe familiar people, places, things and events and with prompting/support provide additional details.



Educational Field Trip Plan for 2017-18

School Name: La Mirada: _____

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Zoo DATE: June 7 TEACHERS: Obando, Partida, Srisouraj GRADE: First	District bus for approximately 80 people		Students will work on a post activity aligned to California Science Standards. LS2b: Students will learn that both plants and animals need food, and plants need light.



Educational Field Trip Plan for 2017-18

School Name: La Mirada

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Star Of India DATE: Feb 23 TEACHER: Minea GRADE: 4 th	District bus for approx. 30 people	\$75 per person	Students will reenact the life of a sailor and goldminer from 1851 at San Diego Bay, on the ship (The Star of India). Students will study the Social Studies Standard in class. 4.1 – 4.4: California History-early sea routes of Europeans to California and the Gold Rush.



Educational Field Trip Plan for 2017-18

School Name: La Mirada

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Movie Theatre DATE: January TEACHER: Perez GRADE: 5th	District bus for approximately 75 people		5RL.1: Students will use inferences to predict movie ending. 5 SL2/3: Students will write a summary of the movie.
Legoland DATE: January TEACHER: Sarabia GRADE: 5th	District bus for approximately 75 people		Students will participate in engineering and group project building.
Seaworld DATE: March TEACHER: Cuevas GRADE: 5th	District bus for approximately 75 people		Students will study/research/present investigative report of marine animals.



Educational Field Trip Plan for 2017-18

School Name: La Mirada:

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Balboa Park DATE: TEACHERS: Amezcua, Hernandez, Railey, Vallin GRADE: Sixth	District bus for approximately 210 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the eco-system. Students will explore Balboa Park, identifying.. Upon return, students will follow up with a post activity to reinforce the learning of the standards.
Sea World DATE: TEACHERS: Amezcua, Hernandez, Railey, Vallin GRADE: Sixth	District bus for approximately 110 people	Fundraising	Sea World instructional field trip program supports California Science Content Standards and the National Science Education Standards in the following areas: Ecosystems, animal habitats and diversity, animal conservation, water conservation, principles of buoyancy. Students will engage in pre and post activities targeting the aforementioned standards.
Air & Space Museum DATE: TEACHERS: Amezcua, Hernandez, Railey, Vallin GRADE: Sixth			



Educational Field Trip Plan for 2017-18

School Name: La Mirada:

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
UCSD DATE: TEACHERS: Amezcua, Hernandez, Railey, Vallin GRADE: Sixth	District bus for approximately 110 people	Free	Students will explore a University and learn about the different options available to students who attend.
Zoo DATE: TEACHERS: Amezcua, Hernandez, Railey, Vallin GRADE: Sixth	District bus for approximately 110 people	Free	Students will explore park. Students will learn about animal habitats. Students will identify endangered animals.
Vista Terrace Pool DATE: TEACHERS: Amezcua, Hernandez, Railey, Vallin GRADE: Sixth	Walking	Fundraising	Students will have physical activity/exercise to improve sill/fitness and life activities.



Educational Field Trip Plan for 2017-18

School Name: La Mirada:

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Legoland <u>DATE:</u> <u>TEACHERS:</u> Amezcuu, Hernandez, Railey, Vallin <u>GRADE:</u> Sixth	District bus for approximately 110 people	Fundraising	Hands on way to get students excited about engineering, design, and mathematics.



Educational Field Trip Plan for 2017-18

School Name:

Ocean View Hills School

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA 06/14/2018 06/21/2018 (TK-Kinder)	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
Natural History Museum, San Diego (1 st Grade)	115 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards ES3 understanding how weather can be observed and measured and the effects of the sun to land, air, water, and life on earth while exploring the museum. Also, students will do a pre-activity aligned to the California Science Standards IE4-scientific progress through asking meaningful questions through careful investigation.
Scripps Birch Museum, La Jolla (1 st Grade)	District Bus for approximately 115 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2 a thru LS2 c related to plants and animals meet their needs in different ways through their food, habitats, and ecosystems while exploring the museum. Also, students will do a pre-activity aligned to the California Science Standards IE4-scientific progress through asking meaningful questions through careful investigation
Ruben H. Fleet Museum, San Diego (1 st Grade)	District Bus for approximately 115 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards Physical Science 1-How different properties of materials can be observed, measured, and predicted. Also, students will do a pre-activity aligned to the California Science Standards IE4-scientific progress through asking meaningful questions through careful investigation.
USS Midway Museum San Diego, CA (2 nd Grade)	District bus for approximately 109 people including 5 teachers	LCAP	Students will work on pre-activity aligned to the Common Core California Social Studies of 2.5. Students will understand about people who made a difference from long ago to present. Students will study about heroes from the past.
Legoland, Carlsbad, CA (2 nd Grade)	District bus for approximately 109 people including 5 teachers	LCAP	Students will work on pre-activity aligned to the Common Core California Physical Science Standards 2.1a-g on motion of objects can be observed and measured by forces of pushing and pulling. Using gravity, inertia, and force to move objects.
Sea World (3 rd Grade)	180 people	LCAP	Ca. Sci. Standards related to biomes (Ocean) Sci. LS3a. Students know plants and animals have structures that serve different functions in growth, survival and reproductions.

SD ZOO (3 rd Grade)	180 people		LCAP	Sci. LS3a. Students know plants and animals have structures that serve different functions in growth, survival and reproductions.
USS Midway (3 rd Grade)	180 people		LCAP	Students will understand about people who made a difference from long ago to present. Students will study about heroes from the past.
Mission/Old Town (4 th Grade)	150 students		LCAP	Social Studies enrichment tour
Indian Hills (4 th Gr)	150 people		LCAP	Gold Rush/Gold Mining
AMC Theaters (4 th Gr)	150 people		LCAP	Community awareness
USS Midway (4 th Gr)	150 people		LCAP	Class on Magnetism and Electricity
ZOO (4 th Grade)	150 people		LCAP	Class on Watershed
Natural History Museum (5 th Grade)	150 people		LCAP	5L.1.1 Structures and system organism
Ruben H. Fleet (5 th Grade)	150 people		LCAP	5P2.1 Understand the interaction of matter and energy.
USS Midway (5 th Grade)	150 people		LCAP	5-ESS2 Earth's System
Camp Marston (6 th Gr)	120 people		LCAP	Students will work on pre-activity aligned to Camp Marston outdoor activities.
San Diego Natural History Museum (6 th Grade)	120 students		LCAP	Our field trip has educational reasons to cover CA Social Studies standards 6.2, 6.2.1, and 6.2.2. Students will analyze geographical, political, economic, religious, and social structures of the early civilization of Egyptian.
AMC Theater (6 th Grade)	120 people		LCAP	RL6.5 Analyze how a particular sentence, chapter, scene, or stanza fits into the overall structure of the text and contributes to the development of the theme, setting or plot. L6.5 Demonstrates understanding of figurative language, words relationships, and nuances in word meanings.
Knotts Berry Farm (6 th Grade)	150 students 10 chaperones		LCAP	Students will reinforce their knowledge of the American History by experiencing guided educational tours which highlight facts about American Revolution War, Westward Movement, Early California History, and Native American Cultures. Upon return student will work in small groups to create a power point presentation about American History.



Educational Field Trip Plan for 2017-18

School Name: **SMYTHE ELEMENTARY**

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder Teachers 1 San Diego Zoo 2 Cabrillo Monument TK Teacher San Diego Zoo	District bus for approximately <u>100</u> people <u>30</u> people	LCAP	1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2. History and Culture of Cabrillo Monument learn about Explorers and native Americans who dwelled in this region in the early 16 th Century. Students will explore the surrounding landforms, ocean, plant habitats, and animal habitats and draw some of the scenic areas they will see. P.E/also enjoy a short hike and scenic views.
1st grade Teachers San Diego Zoo	District bus for approximately <u>130</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
2nd grade Teachers San Diego Zoo	District bus for approximately <u>130</u> people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
3rd grade Teachers 1.San Diego Zoo 2.Elf Play	District bus for approximately <u>140</u> people <u>125</u> people	LCAP	1.Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2.Students will work on a pre-activity aligned to CA English Character traits.
4th grade Teachers 1. AMC Theater 2. Vista Pool Terrace 3. Sea World 4. Old Town 5. Mission San Diego 6. Ruben H. Fleet 7. Museum of Natural History 8. Indian Hills	District bus for approximately <u>150</u> people <i>Walking</i> <u>150</u> people <u>150</u> people <u>150</u> people <u>150</u> people <u>150</u> People <u>150</u> People <u>150</u> People	LCAP	1. Aligned with Literature Standards RL6.3 Analyzing plot pre and post activities. 2. Students will participate in physical education activity. Aligned with PE Standards. 3. Students will work on a unit for next generation standards 4 SL-1 A-D Structure and Function of Animals. 4. Students will work on a unit about the Rancho life in CA. Standard 4.2 – Describe the social, political , cultural and economic life in CA. 5. Students will work on a unit on the CA Missions Standard. 4.2.5. Describe the daily lives of the native and non-native people. 6 Students will work on a unit on electivity and magnetism. Standard 3-5-ETS1. Engineering Design.

			7. Students will work on a unit of animal adaptations standard 4LS1A-D Structure and Function of Animals. 8. Students will work on a unit on the CA Gold Rush, Standard 4.3.3 – Analyze the Effect of the Gold Rush.
5th grade Teachers 1. San Diego Zoo 2. LEGOLAND 3. CV Nature Center 4. CV Athlete Training Center 5. UCSD	District bus for approximately <u>125</u> people for each trip	LCAP	1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2. Students will be able to build structures and see displays. They will be working to estimate volume based on the Standard MD3&4. 3. Students will be studying relationships of animals and plants (LS2) They will be able to study their local habitat and have real life evidence for their research. 4. Fifth graders must take the physical fitness test. This will help them see the value of fitness and they will experience sports that they haven't tried before. 5. Our goal is to inspire students to go to college. They will research the school prior to the trip. They will see what college is like. During the trip they will write an essay about their plan to go to college.
6th grade Teachers 1. San Diego Zoo 2. LEGOLAND 3. UCSD 4. Vista Terrace Pool 5. 6th Grade Camp 6. AMC Theater 7. Tijuana Estuary	District bus for approximately <u>150</u> People <u>150</u> People <u>150</u> People <i>Walking</i> <u>150</u> People <u>140</u> People <u>140</u> People	LCAP	1. Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations. 2. Students will work on next generation science standard. 3. Exposure to higher education environment. Aligned with school University culture. 4. Students will participate in physical education activity. Aligned with PE Standards 5. Aligned with New Generation Science standards. 6. Aligned with Literature Standards RL6.3 Analyzing plot pre and post activities. 7. Aligned with Science Standards. – Water cycle, ecosystems and use and creations of natural resources.
SPECIAL ED TEACHERS 1. John's Incredible Pizza 2. LEGOLAND 3. Sea World	District bus for approximately <u>80</u> people for each trip	LCAP	1. Students will have a real life opportunity to learn and experiences that require social and a basic life skills such as the use of money. 2. Students will learn about the operation of simple machines (K-3 ETS 1-2). Students will enrich their knowledge in Science Technology, Engineering, Arts and Math (STEM). 3. Introduce children with the world of the Sea. Students will work aligned to the California Science Standards K-6. Students will have the opportunity to explore and connect to wildlife and the world we share.



Educational Field Trip Plan for 2017-18

School Name: _____

Sunset Elementary

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
Kinder- Sea World	District Bus for approximately 91 students and 5 chaperones.	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
Kinder- San Diego Zoo	District Bus for approximately 91 students and 5 chaperones.	Fundraising	Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
1 st grade/SDC- Sea World	District Bus for approximately 100 students and 5 chaperones.	Fundraising	Under guided instruction, students will learn how living organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
1 st grade/SDC- Legoland	District Bus for approximately 100 students and 5 chaperones.	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
2 nd grade- Old Globe Theatre	District Bus for approximately 100 students and 5 chaperones.	Fundraising	Students will be able to learn and practice to: recount or describe key ideas or details presented orally or throughout other media. Ask and answer questions in order to clarify comprehension or deeper understanding of a subject.
2 nd grade- San Diego Zoo	District Bus for approximately 100 students and 5 chaperones.	Fundraising	Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
2 nd grade- LEGOLAND	District Bus for approximately 100 students and 5 chaperones.	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
2 nd /3 rd grade- Community Field Trip (McDonnell-Petersen) San Ysidro, CA	Walking Distance/Bus (during lunch time)	No Cost	Students will work on pre-activity aligned to Social Studies Standards (Soc. Science 3.5) where students demonstrate basic economic reasoning skills and an understanding of the economy of the local region. Students will have a guided tour of the restaurant and see how things work behind the scenes. Upon returning to school, students will do a writing activity that provided an understanding of the economy and the local region.
3 rd grade- LEGOLAND	District Bus for approximately 112 students and 6 chaperones.	Fundraising	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose,

3 rd grade- John's Incredible Pizza	District Bus for approximately 110 students and 6 chaperones.	Fundraising	they will be participating in building their own models for these machines and how they operate in the real world.
3 rd grade- Vista Terrace Swimming Pool	District Bus for approximately 110 students and 6 chaperones.	Fundraising	Prior to this field trip students will learn about the food pyramid and how to use it. The teachers and students will review the optimal amount of servings to be eaten each day from each of the basic food groups (e.g. milk, cheese, cereals, breads, vegetables, etc). These foods provide appropriate nutritional content and is affordable and accessible to most of the population and is the most important to eat and to healthy living. Teachers will use the standards on human body in correlation to healthy living. John's will reinforce and teach a lesson in their tour about portion control and how to eat and play in a healthy way
3 rd grade- Discovery Center in Chula Vista	District bus for approximately 110 students and 6 chaperones.	No Cost	Students will participate in Community Building and Physical Education (swimming) activities.
3 rd grade Mission Trails	District Bus for approximately 110 students and 6 chaperones.	Fundraising	Culmination of non-fiction text unit and Science unit on animal adaptations.
4 th grade- San Diego Zoo	District Bus for approximately 120 students and 6 chaperones.	Fundraising	Students will culminate their social studies unit on the Kumeyaay Indians of Southern California. Teachers are offering a fieldtrip to the Father Junipero Serra Trail, in which; Students will have the opportunity to learn about extended social studies for the Kumeyaay Indians of Southern California with guided instruction and reaffirm what they learned in this class.
4 th grade- LEGOLAND	District Bus for approximately 120 students and 6 chaperones.	Fundraising	Fourth grade life science 2.b All organisms need energy and matter to live and grow. As a basis for understanding this concept; Producers and consumers related to food chains and webs.
4 th grade- USS Midway	District Bus for approximately 120 students and 6 chaperones.	Fundraising	Under guided instruction, the class will learn and apply 4 th grade science standards for Investigation and Experimentation: 6.a Differentiate observation from inference (interpretation) and know scientists' explanations come from what they observe and partly from how they interpret their observations., 6.c Formulate and justify predictions based on cause and effect relationships., 6.f.Follow a set of written instructions for a scientific investigation.
5 th grade- National History Museum, Balboa Park San Diego, CA	District Bus for approximately 110 students and 7 chaperones.	Museum Sponsors	Under guided instruction, the class will learn and apply 4 th grade science standards for Investigation and Experimentation: 6.a Differentiate observation from inference (interpretation) and know scientists' explanations come from what they observe and partly from how they interpret their observations., 6.c Formulate and justify predictions based on cause and effect relationships., 6.f.Follow a set of written instructions for a scientific investigation.

5 th grade- John's Incredible Pizza	District Bus for approximately 110 students and 7 chaperones.	Fundraising	Prior to this field trip students will learn about the food pyramid and how to use it. The teachers and students will review the optimal amount of servings to be eaten each day from each of the basic food groups (e.g. milk, cheese, cereals, breads, vegetables, etc). These foods provide appropriate nutritional content and is affordable and accessible to most of the population and is the most important to eat and to healthy living. Teachers will use the standards on human body in correlation to healthy living. John's will reinforce And, teach a lesson in their tour about portion control and how to eat and play in a healthy way. Finally, students will make their own pizzas slicing them into fractions and equivalent fractions.
5 th Grade-San Diego Zoo	District Bus for approximately 110 students and 25 chaperones.	Fundraising	Students will work on a pre-activity aligned to the 5 th California Science Standards. Life Science-Students will describe similarities and differences in appearance and behavior of plants and animals. Students know and will apply inhabit of plants and animals, their need for water, food, and plants need light to survive.
5 th Grade-Vista Terrace Swimming Pool/5 th Grade Picnic	District Bus for approximately 110 students and 25 chaperones.	Fundraising	Fifth grade PE Standards 2-4.8 (Organized games/swimming)-Students will demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities. Students will identify the heart rate intensity (target heart rate) that is necessary to increase aerobic capacity.
5 th Grade-Vista Terrace Swimming Pool/5 th Grade Picnic	District Bus for approximately 110 students and 25 chaperones.	Fundraising	Standards RL 5.2 (Adapted)-Determine a theme of a story, drama, or poem from details in the text (video), including how characters...respond to challenges...summarize the text (video)
6 th graded Mission Trails	District Bus for approximately 120 students and 6 chaperones.	Fundraising	Science - landforms, Father Junipero Serra Trail, in which; Students will have the opportunity to learn about extended social studies for the Kumeyaay Indians of Southern California with guided instruction. Promotes team building and social skills, is part of a wellness program, allows students to work together to achieve a goal - walking distance challenge.
6 th grade Museum of Man, Balboa Park San Diego, CA	District Bus for approximately 131 students and 7 chaperones.	Fundraising	As a culminating part of their social studies curriculum students will get to experience a number of dynamic anthropological exhibits regarding evolution and places throughout the Americas and around the world. This will put in perspective the slow change of organisms over time and how they adapted to different conditions over time in order to survive. Students will also see and experience artifacts, visuals, and models of human ancestors and create parallel timelines.
6 th grade- Aquatica	District Bus for approximately 131 students and 7 chaperones.	Fundraising	Students will learn about science, technology, engineering, and math (STEM). Some projects students will do prior to the fieldtrip will be designing their park, naming coordinates, calculating slopes, midpoints, distances, converting to actual dimensions, writing linear equations, solving for systems of linear equations, and a post written reflection.
6 th Grade Camp - Cumamaca	District Bus for approximately 131 students and 7 chaperones.	Fundraising / Grants	As a basic for understanding the concept of Life Science. Student will learn about the different types of animals, plants that inhabit the planet



Educational Field Trip Plan for 2017-18

School Name: _____

Willow School

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
TK- Pending (substitute)			
Kinder Fire Station Visit San Ysidro, CA	Walking on 5 separate days. Approximately 22 students and 10 chaperones per class	free	Students will work on a pre-activity aligned to the California for Social Studies relating to communities/neighborhoods.
Kinder Balboa Park Theatre Grinch that Stole Xmas. San Diego, CA	District Bus for approximately 100 students and 25 chaperones	PTA, Donations plus fund raising	Students will work on a pre-activity aligned to the California Common Core Social Studies Standards related to seasons and national holidays.
Kinder Casa Familiar 2 puppet shows San Diego, CA	Walking	free	Students will work on a pre-activity aligned to the California fine arts
Kinder Ghirardelli Chocolate Shop Las Americas San Ysidro, CA	Walking	Donations plus fund raising	
1 st Grade San Diego Zoo	School Transportation	Donations plus fund raising	STLS3-1 Make observation to construct evidence-based account that young animal and plants are alike... Students will be studying a Science Unit about "Animals and their Needs." Before visiting the zoo, students will be assigned an animal (mammal, reptile, bird,) that

1 st Grade Living Coast Discovery Center	School Transportation	Donations plus fund raising	they would have to observe and investigate their main characteristics. Post-Visit students will present in class (poster) information about their favorite animal. Students will be opportunity to explore amazing animals and plants from Coastal Region. NGSS Post –Visit – Students can create own imaginary creature with adaptation to Coast
1 st Grade LEGOLAND	School Transportation	Donations plus fund raising	Math CCSS G1, G2: Students will apply to participate in LEGOLAND’s Science, Technology, Engineering and Math educational Programs such as the Tall Towers instructor guided classes. Social Studies: Students will be able to visit and explore “Mini Land USA” scale model that features U.S. symbols and monuments. Post Activity: Math Students will build a model of 2 or 3 dimensional shapes with different geometric shapes Social Studies: - Students individual Poster Presentation / U.S. Symbols and monuments)/
1 st Grade The New Children’s Museum	School transportation	Donations plus fund raising	Students participate in hands-on art activities and would have the opportunity to explore the installations that encourage an inquiry-based thinking which connects to visual arts, social studies, history and science, engineering and math (STEM) NGSS
1 st Grade Old Globe Theater “The Grinch Who stole Christmas”	School Transportation	Donations plus fund raising	CCSS.ELA-Literacy.RL.1.1 Ask and answer questions about key details in a text. CCSS.ELA-Literacy.RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson. CCSS.ELA-Literacy.RL.1.3 Describe characters, settings, and major events in a story, using key details English Language Development / Vocabulary Music/ Art -Reading story (Story structure) / Reading Comprehension Post Activity: Compare and Contrast Play and Book
2 nd Grade Children’s Museum San Diego, CA	District bus for approximately 135 people	Donations plus fund raising	Students will work on a pre-activity aligned to the California Visual Arts Standards 1.3 analyze art elements and principals of design. 2.5 Use bilateral or radio symmetry to create visual balanced. Students will participate hands-on experiences inquiry based thinking from original artworks.
2nd Grade San Diego Zoo San Diego, CA	District bus for approximately 135 people	Donations plus fund raising	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
2 nd Grade Natural History Museum San Diego, CA	District bus for approximately 135 people	Donations plus fund raising	Students will work on a pre-activity aligned to the California Science LS4 related to interdependent relationships in ecosystems. Students will explore the museum and compare the life cycles and body structures of insects, arachnids, and crustaceans.

2 nd Grade USS Midway San Diego, CA	District bus for approximately 135 people	Donations plus fund raising	Students will work on a pre-activity aligned to the California Mathematics Standard MD3 related to estimate lengths using units of inches, feet, centimeters and meters. Students will participate on hands-on experiences measuring different items on the ship by using different units.
3 rd Grade San Diego Zoo	District Bus for approximately 120 students and 24 chaperones.	Donations plus fund raising	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore the San Diego Zoo, identifying the physical adaptations that help animals and plant survive in their habitat. Upon return students will research an animal and how it survives in its environment.
3 rd Grade Jump Around	District Bus for approximately 120 students and 24 chaperones.	Donations plus fund raising	Physical Education: Students work on developing cardiovascular stamina in a challenging environment that requires use of all gross motor skills, aligned with the California fitness P.E. standards. Students will write an opinion about the most challenging activities.
3 rd Grade Vista Terrace Pool	District Bus for approximately 120 students and 24 chaperones.	Donations plus fund raising	Physical Education and Awareness of Community Resources: Students work on developing cardiovascular stamina in an aquatic environment that requires use of all gross motor skills, aligned with the California fitness P.E. standards. Students will write an explanatory essay comparing land-based exercise and aquatic exercises.
3 rd Grade LEGOLAND	District Bus for approximately 120 students and 24 chaperones.	Donations plus fund raising	Students will work on a pre-activity related to common core math standards in measurement and elapse time. Students will research, develop a schedule, and read maps to locate pre-planned activities.
3 rd Grade Sea World	District Bus for approximately 120 students and 24 chaperones.	Donations plus fund raising	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore Sea World, identifying the physical adaptations that help animals and plant survive in their aquatic habitat. Upon return students will research an aquatic animal and how it survives in its environment.
4 th Grade Sea World San Diego, CA	District Bus for approximately 125 students and 25 chaperones	PTA, Donations fund	Students will work on a pre-activity aligned to the California
4 th Grade LEGOLAND San Diego, CA	District Bus for approximately 125 students and 25 chaperones	PTA, Donations fund raising	Students will work on a pre-activity aligned to the California Common Core Math Standards related to measurement, fractions, and number lines. Students will use number lines to identify the number of students
4 th Grade	District Bus for approximately	PTA,	

<i>San Juan Capistrano Mission</i> Southern Orange County, CA	125 students and 25 chaperones	Donations fund raising	Students will work on a pre-activity aligned to the California
<i>4th Grade USS Midway Museum</i> San Diego, CA	District Bus for approximately 125 students and 25 chaperones	Free tickets, PTA, fund raisings, and Donations	Electric currents, motors, electromagnets, reading comprehension, use maps, identify oceans, latitude, and longitude.
<i>4th Grade San Diego Wild Animal Park</i> San Diego, CA	District Bus for approximately 125 students and 25 chaperones	Free tickets PTA, fund raisings, and Donations	Food web. Food chains. Living things need energy. Plants and Sunlight. Microorganisms.
<i>4th Grade IMAX Movies</i> San Diego, Ca	District Bus for approximately 125 students and 25 chaperones	PTA, fund raisings, and Donations	Planet Earth, Human Interaction with Earth, Human and Physical Characteristics of places, Analyze historical and current interaction with earth.
<i>4th Grade Ruben H. Fleet Science Center</i> San Diego, CA	District Bus for approximately 125 students and 25 chaperones	PTA, fund raisings, and Donations	Differentiate observation from inference (*interpretation and know scientists explanation. Test Predictions from experiments and draw conclusions. Motors at work. Environmental changes the earth.
<i>4th Grade Belmont Park</i> San Diego, CA	District Bus for approximately 125 students and 25 chaperones	PTA, fund raisings, and Donations	Working motors, geometry, social interaction, critical thinking, oceans, and human interaction with physical environment.
<i>5th Grade SAN Diego Zoo</i>	District Bus for 130	PTA, fund raisings, and Donations	Students will work on an activity pre-aligned with the ELA and Science relating to the pros and cons of animals living in zoos. Upon return students will follow up with a post activity to reinforce the learning of the standards.
<i>5th Grade AMC Theatres "Wonder"</i>	District Bus for 130	PTA, fund raisings, and Donations	Students will work on activities aligned with CCSS for ELA and Writing relating to the novel Wonder. Upon return, student will write a compare and contrast essay about the novel Wonder and the movie.
<i>5th Grade JA Biztowne</i>	District Bus for 150	School funds: General Fund	Students will engage in a 5-week course pre-aligned with CCSS for ELA and Math relating to financial literacy. Upon return, students will take a post-test aligned with the CCSS to sum up their learning of financial literacy.
<i>5th grade Picnic- Cesar Chavez</i>	Walking	Free	Last day of school picnic incorporating PBIS skills and physical education policies.

6 th Grade Camp Cuyamaca	District Bus Transportation	Students Fundraising, donations, title 1, General fund.	6 th grade students will be attending Camp Cuyamaca for a week February 20-23, 2018. Students will work on a pre-activity aligned to Camp Cuyamaca outdoor activities.
6 th Grade SD Museum of Man, San Diego Ca.-Balboa Park	District Bus for approximately 150 people	Students Fundraising, donations, General fund.	Students will be learning about Ancient Egypt in class and working on activities aligned to the California Social Studies Standard 6.2: Students analyze the geographic, political, economic, religious, and social structures of the early civilizations of Mesopotamia, Egypt, and Kush. Students will explore the Ancient Egypt exhibit while filling out a scavenger hunt worksheet about what they learn.
6 th Grade Heritage of the Americas, Rancho San Diego, CA. Campus of Cuyamaca College	District Bus for approximately 150 people	Students Fundraising, donations, General fund.	Students will be learning about archeology and how it pertains to the discovery of early humans. The visit includes a docent-led tour of all four wings: Natural History, Archaeology, Anthropology, and Art. While in each wing, students create their own "Docent Handbook".
6 th Grade USS Midway San Diego Embarcadero	District Bus for approximately 150 people	Students Fundraising, donations, General fund.	On-board program: Students can learn about energy sources and energy flow with an on-board education program that supports the NGSS standards. Self-directed tour: Students can partake in a self-guided tour of the USS Midway visiting 40 different stops around Midway and learning how the immense ship operates. This tour is designed to explain the "science behind the machine" and give a glimpse of what it was like to live and work with 4,500 other men in the middle of the ocean.
Mrs. Beltran- Special Education			
San Diego Zoo: RSP students and siblings attending with A.1 School	District Bus Transportation	PTA, Fundraising, donations, general fund.	Grades k-5 Science standards Ms-LS1-5 Construct a scientific explanation based on evidence for how environmental and genetic factors influence the growth of organism. Writing: MS-ESS3-4 Construct an argument supported by evidence for how increases in human population and per-capita consumption of natural resources impact Earth's systems. Basically: be aware of our carbon footprint and how to reduce it.
AMC 24: Grades 4-6	District Transportation	PTA, Fund	Wonder Movie premier as part of the PBIS sensitivity training, and special education

			Raising, donations	awareness as the SYSD prepares the general education environment into a more welcoming and understanding place for special education student's inclusion.
Knott's Berry Farm: RSP students' and Willow Students siblings, SDC Class room #5	District Transportation		PTA, Fund Raising, donations.	5.5.3 and 6.5.1 Read and interpret timelines that depict historical events. 6.5.3 Identify types of artifacts during the CA gold rush. 4.5.9 Determine the impact of the westward expansion. 5.1.2 Interpret how culture changes overtime as a consequence of industrialization, technology or cultural diffusion.
Southwestern College Spring Open House: RSP students.	District Transportation		Fund Raising, donations, General fund	RSP Students tour the campus facilities, attend workshop programs. Objective: to learn and visit labs, hop on explore emergency vehicles, and learn about signature programs: nursing, EMT, fire science, paramedics and police academy.

Field Trip Submission SYMS 2017-18

Please list the field trips you plan to take this year as well as other pertinent information. Please also note that **Special Education students cannot be excluded and thus accommodations must be provided for all field trips.**

School Name: San Ysidro Middle School

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Example: Balboa Park San Diego, CA	District Bus for approximately 200 students and 10 chaperones.	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the eco-systems. Students will explore Balboa park, identifying... Upon return students will follow up with a post activity to reinforce the learning of the standards...
Museum of Tolerance Los Angeles, Ca	District bus for approx. 300 students and 15 chaperones	Unrestricted Funds	Students will complete an evidence chart as a pre-writing activity correlating the Diary of Anne Frank and the Holocaust. Upon returning students will follow up with writing assignment regarding similarities and connections between the experience of Anne Frank and the Jewish community. <u>Common Core ELA Standards:</u> RI.8.1, RI.8.2, RI.8.3, RI.8.4; W.8.2, W.8.4, W.8.5, W.8.9; SL.8.1; L.8.2, L.8.4, L.8.5
Museum of Man and Air Space Museum San Diego	District bus for approx. 300 students and 15 chaperones (we have applied for a transportation scholarship from the Museum of Man	Unrestricted Funds	Students will complete a pre-write assignment outlining how ancient civilizations that were established in Egypt helped form the geographic, political, economic, religious, and social structures of the civilizations that are covered in 7 th grade History standards. Upon returning students will use information from the visit to MoM to write a multi paragraph essay that focuses on the establishment of civilizations. They will use evidence from museum notes to support their ideas. They will edit their response for grammar, spelling and word choice.



Educational Field Trip Plan for 2017-18

School Name: _____

VDM

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
College Visit (SDSU)	District Bus for all 7 th -8 th grade students and teachers/chaperones	???	The educational objective seems pretty self-evident in this case: make sure that we equitably give students exposure to college. As it stands, many of our students are college-bound. However, there are still many who don't have older siblings or parents to guide them and make college seem like something realistic and FUN. I know in the past I've had students go to college visits and they love it! Getting early exposure to college in a fun way plants a seed for the future. Last year at Willow, many of the students said they wanted to go to Harvard and Yale. While those are great "reach schools," it's incredibly difficult to get there and a more realistic goal would be one of the local colleges here - SDSU, UCSD, and other 2- and 4- year colleges nearby.



Educational Field Trip Plan for 2017-18

School Name: VDM/SYMS Special Day Class Science

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
Fleet Science Center 1875 El Prado, San Diego, CA 92101	District bus for approximately 50 people.	TBD	Students will be exposed to real-life science exhibits as well as be able to see science standards such as LS2 (cells and matter) come to life in relatable and meaningful ways.



Educational Field Trip Plan for 2017-18

School Name: _____

Vista Del Mar Middle School

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
Disneyland	District or charter bus for approx. 60 people	Fundraising	Program Overview Creating a Leadership Legacy, is a 3-hour leadership experience through Disney California Adventure Park that enables anyone age 12 and up to discover Walt Disney's secret to making dreams come true. Students learn how to develop their own leadership legacy, become confident in their ability to accomplish goals and be motivated to achieve the impossible. They are challenged to discover their personal brand, develop core values, have the courage to step out of their comfort zones and understand the importance of diversity as they explore the park and experience exciting attractions. Key Learning Points After completing Creating a Leadership Legacy, students will be able to: • Define likeability, leadership and legacy • Identify core values and how to apply them • Understand the importance of personal brand, integrity, risk-taking, personal ownership and self-esteem • Develop interpersonal communication and career skills, and understand the difference between verbal and non-verbal communication • Learn from past leaders and build upon their skills
AMC Theatre	Walking	40	Film "Wonder" depicts acceptance of others.



Educational Field Trip Plan for 2017-18

School Name: Victoria Del Mar

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background information (Please Justify)
San Diego Zoo San Diego, CA -SAMPLE-	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
Museum of the Holocaust Los Angeles CA	Royal Lines Charter	LCAP Grants	Students will work on a pre-activity aligned to the California Content Standards for English - Language Arts - Reading Standard 2.0 - Note instances of bias, stereotyping and unsupported inferences, fallacious reasoning, persuasion and propaganda in pictures, text and historical interpretations.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: FIELD TRIPS TO THE ONESIGHT EYE CLINIC

BACKGROUND INFORMATION:

OneSight Vision Clinic will provide free eye exams and eyeglasses to approximately 300 students from the San Ysidro School District. This eye clinic is sponsored by Luxottica's OneSight Program and will be held October 30th through November 2nd, 2017 at the Camacho Gymnasium at Las Palmas Park located at 1810 East 22nd Street, National City, CA 91951. Students will be accompanied by the Student and Family Services Manager and by other support staff assigned by the schools' Principals.

Children will be transported by school bus from all seven schools on the following dates:

- October 30, 2017 – San Ysidro Middle, Vista Del Mar Middle and Ocean View Hills
- November 1, 2017 – Smythe and La Mirada
- November 2, 2017 – Sunset and Willow

RECOMMENDATION:

Approve the attendance and participation of approximately 300 students from all schools to the OneSight Eye Clinic field trips to be held from October 30th – November 2nd, 2017 at an estimated cost of \$2,500.00 for transportation services from the supplemental and concentration fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$2,500.00

(Amount)

Supplemental & Concentration Fund

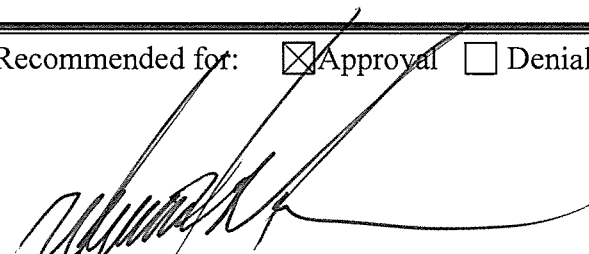
(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

12A.2

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: LIFT TEACHER LEADER INSTITUTE

BACKGROUND INFORMATION:

Principals and their teams will develop expertise around the high-leverage instructional strategies that increase student agency and accelerate student achievement.

In this institute participants will:

- Investigate the research of educator and author John Hattie on the factors that influence achievement, and how to align high-leverage practices with student learning needs.
- Develop an understanding of the instructional routines that increase students' thinking and reasoning through research from Project Zero by Harvard University.
- Create a focused professional learning plan which supports collective efficacy in your school.

Cost implications include \$50.00 registration fee per participant and the cost of substitute teachers. Total cost will be covered by the site's general fund.

RECOMMENDATION:

Approve/Ratify the attendance and participation of Lourdes Vallin, Myra Sarabia, Lexa Glantz, Vikki Viramontes, Eliud Lagarda, Cecilia Villanueva, Elizabeth Gomez, Socorro Cuevas, Juana Marin, Carla Garcia, Annette Luna, Vanessa Murphy, Cristal Henry, Ray Lozada, Alma Sanchez, Marlo Vasquez, Drina Bedoya, Dalia Gonzalez, Katherine O'Callagan and Sandra Rodriguez to the Lift Teacher Leader Institute scheduled for September 20, 2017 at an approximate cost of \$4,100.00 from the sites' general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget?

☒ Yes ☐ No

Requisition #

\$4,100.00

(Amount)

Site General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for:

☒ Approval

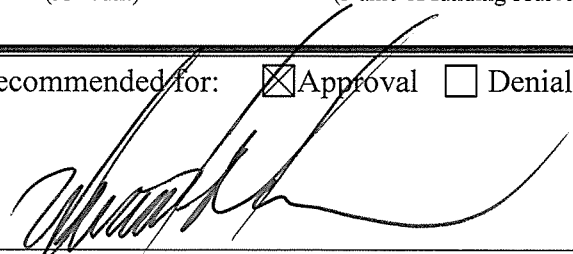
☐ Denial

Certification Requested

☐ Yes

☐ No

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

12A.3

Page 1 of 9

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

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

BACKGROUND INFORMATION:

Participants at this event 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.
- Gain greater understanding of the physiological impacts of trauma on the brain and impacts on student behaviors and ability to learn.
- Learn the lifelong impacts of trauma for students if left untreated and why it's important to create trauma sensitive learning environments.
- Explore techniques for training on TIPS and develop strategies for its use in their schools.

The cost implication for this event is \$35.00 per participant.

RECOMMENDATION:

Approve/Ratify the participation of Omar Calleros and Veronica Medina to the Trauma-Informed Practices for Schools (TIPS) Training of Trainers that was held on September 22, 2017 at the San Diego County Office of Education, at a cost of \$70.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition # from PeopleSoft:

☒ Yes ☐ No

☒ Yes ☐ No

2094

\$70.00

(Amount)

General Fund

(Name of funding source and/or location)

0100-0000000-1110-3900-5200003-050

(Funding account number)

Recommended for:

☒ Approval

☐ Denial

Certification Requested

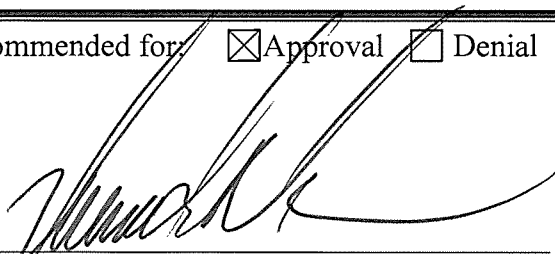
☐ Yes

☐ No

Superintendent's Office Certification:

12A.3

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J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: STUDENT RECORDS, CUSTODY AND RESIDENCY ISSUES
WORKSHOP

BACKGROUND INFORMATION:

The San Diego County Office of Education will be presenting the Student Records, Custody & Residency Issues Workshop on September 28, 2017.

This workshop will be divided in two sessions:

- *Federal and California Laws Related to Student Records*, this session provides a comprehensive review of common student records concerns, including maintenance and destruction, rights of access, transfer of records, challenges to records as well as other current topics.
- *Custody and Residency Issues*, this session will answer often-asked questions about types of custody, foster care, emancipation, removing pupils from campus, guardianship, name changes and foreign student issues.

The cost for this event is \$85.00 per participant.

RECOMMENDATION:

Approve/Ratify the participation of Kelli Hay to the Student Records, Custody & Residency Issues Workshop that was held on September 28, 2017 at the San Diego County Office of Education, at a cost of \$85.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition # from PeopleSoft:

☒ Yes ☐ No

☒ Yes ☐ No

2071

\$85.00

(Amount)

General Fund

(Name of funding source and/or location)

0100-0000000-1110-2100-5200003-050

(Funding account number)

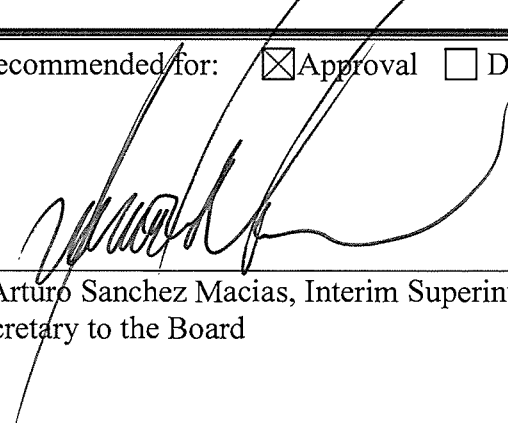
Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

12A.3

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J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: 6TH ANNUAL SAN DIEGO FOSTER CARE EDUCATION SUMMIT

BACKGROUND INFORMATION:

The San Diego Foster Care Education Summit will provide the opportunity to listen to and learn from current foster youth, who are navigating their way through the education system and seeking a brighter future.

The workshops will allow participants to gain personal insight of the challenges our youth have experienced, what kind of resources they need from you to reach their goal of success, and how with the proper guidance, one can meet their own success.

This conference will take place at the Hilton in Mission Valley on October 5th, 2017 at no cost to the participants.

RECOMMENDATION:

Approve/Ratify the participation of Omar Calleros and Veronica Medina to the 6th Annual San Diego Foster Care Education Summit scheduled for October 5th, 2017 at no cost to the District.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

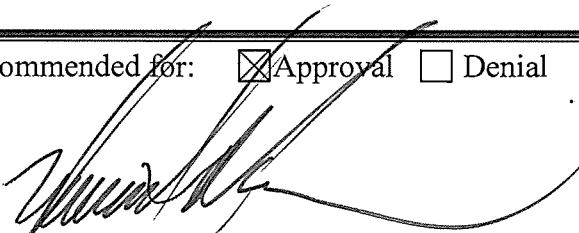
(Funding account number)

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

Superintendent's Office Certification:

12A.3

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J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: 2017 INCLUSION COLLABORATIVE STATE VIRTUAL
CONFERENCE: BUILDING BRIDGES FOR EQUITY – ENGAGING ALL
LEARNERS

BACKGROUND INFORMATION:

The Inclusion Collaborative State Virtual Conference provides an opportunity to learn Evidenced-Based Practices for individuals involved in the care and education of children from birth to high school, with and without disabilities. Conference attendees will learn to build, enhance, and sustain inclusive practices in their respective programs and communities.

Cost implication will be \$10.00 per attendee.

RECOMMENDATION:

Approve the attendance of Lorena Varela-Reed, Amy Haven, Nancy Serrano and Cristina Rivera-Ortiz, to the 2017 Inclusion Collaborative State Virtual Conference: Building Bridges for Equity-Engaging All Learners conference on October 25, 26 and 27, 2017 at the South County SELPA at a cost not to exceed \$40.00 from the Special Education fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

Estimated

\$40.00

(Amount)

Special Education

(Name of funding source and/or location)

0100-6500000-5770-1110-1100041-054

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

12A.3

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: PUPIL SERVICES ADMINISTRATOR'S TRAININGS

BACKGROUND INFORMATION:

In order to stay in compliance with State and Federal laws staff from the Pupil Services Department must attend various workshops and/or trainings throughout the year.

The meetings/trainings scheduled during the 2017-18 school year include:

Event:

- Section 504 Training
- Suspension & Expulsion Training
- Legislative Update 2017-18
- School Enrollment Process

Date:

October 20, 2017
October 26, 2017
November 13, 2017
November 13, 2017

Cost implications include registration fees for all the events, which will take place at the San Diego County Office of Education.

RECOMMENDATION:

Approve the attendance and participation of Kelli Hay to the Pupil Services trainings at the San Diego County Office of Education on different dates during 2017 at a cost not to exceed \$380.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget?

☒ Yes ☐ No

Requisition #

\$380.00

(Amount)

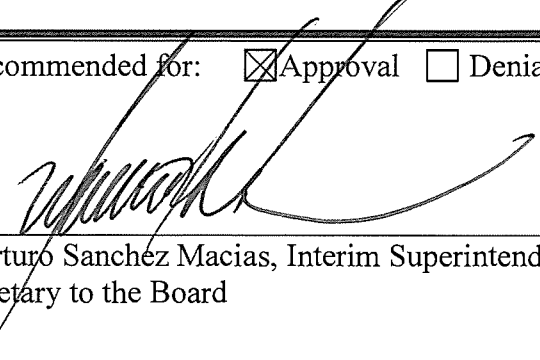
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: ESSA TRANSPORTATION COLLABORATIVE MEETING

BACKGROUND INFORMATION:

The Every Student Succeeds Act (ESSA) transportation collaboration meeting was created to finalize the language of the Countywide Transportation Agreement for students in Foster Care.

A draft of the agreement will be reviewed by all partnering districts, Health and Human Services, and Foster Youth CASA advocates. The meeting will be held at the Marina Village Conference Center on Tuesday October 31st, 2017. There are no cost implications for this event.

RECOMMENDATION:

Approve the attendance of Veronica Medina, Student and Family Services Manager, to the ESSA Transportation Collaborative Meeting, which will take place in San Diego on October 31st, 2017 at no cost to the District.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☐ Yes

☒ No

☐ Yes

☐ No

N/A

(Amount)

N/A

(Name of funding source and/or location)

(Funding account number)

Recommended for:

☒ Approval

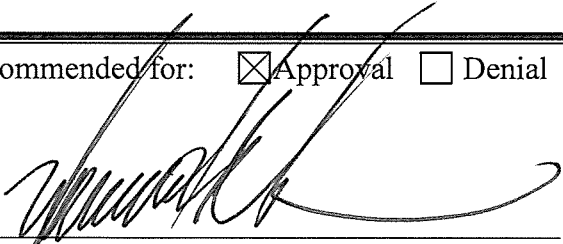
☐ Denial

Certification Requested

☐ Yes

☐ No

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

12A.3

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez-Macias
Interim Superintendent

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

AGENDA ITEM: SAN DIEGO CUE 34TH ANNUAL TECH FAIR

BACKGROUND INFORMATION:

San Diego CUE (SDCUE) is hosting the 34th Annual Tech Fair, On Saturday November 4, 2017.

This annual event brings together innovating educators who want to share best practices and new ideas. Not only will they learn how to use technology tools to engage students in rigorous, meaningful education, but they will also hear from teachers about ways to integrate strategies such as Project Based Learning and Design Thinking to teach Common Core and Next Generation Science Standards.

The purposes of SDCUE are:

- Promote the development and growth in the use of computer and other technologies in education
- Promote the professional growth of its members and all fellow educators.

RECOMMENDATION:

Approve the participation of Mr. Roberto Carrillo to the San Diego CUE Annual Tech Fair to be held on Saturday, November 4, 2017 in San Diego at a total cost of \$60.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget?

☒ Yes ☐ No

Requisition #

\$60.00

(Amount)

General Fund

(Name of funding source and/or location)

0100-0000000-1110-1000-520003-022

(Funding account number)

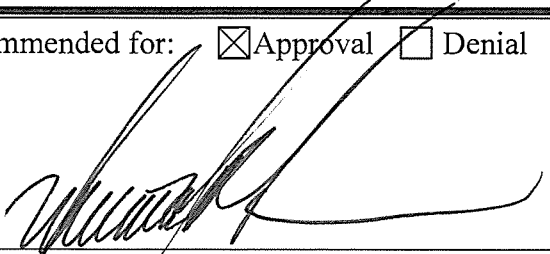
Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

12A.3

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J. Arturo Sanchez-Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: EDUPOINT NATIONAL USERS CONFERENCE

BACKGROUND INFORMATION:

Edupoint's 2017 National Users Conference will take place November 2- 3 at the Disneyland Hotel in Anaheim, CA. The Users Conference provides new and veteran Synergy users with opportunities to discover the latest Synergy product features, get in-depth information on Synergy modules, receive one-on-one instruction from Edupoint subject matter experts in the Open Forum, and network with Synergy users from other districts.

The Conference features:

- 80+ breakout sessions covering the entire Synergy Education Platform
- Informative instruction & real-world application
- Offerings for every user type and experience level

Cost implications include: Registratation fees, lodging, parking, mileage and meals.

RECOMMENDATION:

Approve the attendance and participation of Todd Lewis, Laura Caballero, Laura Gastelum, Marta Rodriguez and Sara Almeida to the Edupoint National Users Conference in Anaheim on Novermber 2 & 3, 2017 at a cost not to exceed \$4,000.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget?

☒ Yes ☐ No

Requisition #

\$4,000.00

(Amount)

General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: PURCHASING REPORT

BACKGROUND INFORMATION:

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

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period of September 6, 2017 through September 29, 2017. (Report #3): ▪ General Fund: 0000002299-0000002315, 00000023190000002324, 00000023260000002336, 0000002339, 0000002347-0000002357, 0000002359-0000002362, 0000002364-0000002365, 0000002367-0000002389, 0000002391-0000002395, 0000002397-0000002400, 0000002402-0000002414 ▪ Child Development Fund: 0000002316-0000002317, 0000002363 ▪ Child Nutrition Fund: 0000002325, 0000002337, 0000002340-0000002346, 0000002366, 0000002396 ▪ Building Fund: 0000002318, 0000002401.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

Varies

(Amount)

As listed above

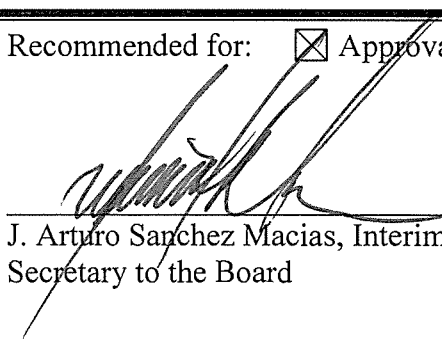
(Name of funding source and/or location)

-

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/6/2017	0000002299	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	200.00
9/6/2017	0000002300	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	202.03
9/6/2017	0000002300	002711	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	538.75
9/6/2017	0000002301	001012	CDW GOVERNMENT LLC	EQUIPMENT	0100	00000000	5,914.40
9/6/2017	0000002301	001012	CDW GOVERNMENT LLC	EQUIPMENT	0100	00000000	2,731.46
9/6/2017	0000002301	001012	CDW GOVERNMENT LLC	EQUIPMENT	0100	00000000	2,688.36
9/6/2017	0000002302	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	00000000	22.90
9/6/2017	0000002303	002771	SMART & FINAL	CUSTODIAN SUPPLIES	0100	00000000	81.20
9/6/2017	0000002303	002771	SMART & FINAL	CUSTODIAN SUPPLIES	0100	00000000	81.20
9/7/2017	0000002304	001278	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	81500000	20,000.00
9/7/2017	0000002305	002151	RANCHO AUTO & TRUCK PARTS	MAINTENANCE SUPPLIES	0100	0300070	2,000.00
9/7/2017	0000002306	0000000224	WESTERN PUMP INC.	CONTRACTED SERVICES	0100	0982000	2,500.00
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	94.26
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	70.88
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	870.84
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	141.32
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	68.68
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	410.10
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	52.47
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	162.76
9/8/2017	0000002307	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	94.22
9/8/2017	0000002308	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	895.24
9/8/2017	0000002308	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	233.82
9/8/2017	0000002308	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	2,041.65
9/8/2017	0000002309	003192	WAL- MART COMMUNITY/GEGRB	OFFICE SUPPLIES	0100	0300002	200.00
9/8/2017	0000002310	00000000315	FOUNDATION FOR EDUCATIONAL ADMINISTRATION	DUES & MEMBERSHIPS	0100	4035000	1,365.00
9/11/2017	0000002311	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	3,512.90
9/11/2017	0000002311	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	1,751.70
9/11/2017	0000002311	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	2,299.40
9/11/2017	0000002311	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	1,003.41
9/11/2017	0000002312	003538	FISHER WIRELESS SERVICE, INC.	CONTRACTED SERVICES	0100	0982000	4,282.38
9/11/2017	0000002312	003538	FISHER WIRELESS SERVICE, INC.	CONTRACTED SERVICES	0100	0982000	1,080.00
9/11/2017	0000002313	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	9.70
9/11/2017	0000002313	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	14.52
9/11/2017	0000002314	00000000316	SCRIPPS PERFORMING ARTS, INC.	CONTRACTED SERVICES	0100	0000001	165,336.00
9/11/2017	0000002315	001339	PITNEY BOWES	OFFICE SUPPLIES	0100	0000000	1,530.00
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	346.51
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	83.83
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	83.83
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	83.83

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	83.83
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	83.83
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	83.83
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	358.80
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	290.61
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	290.61
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	290.61
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	368.86
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	77.13
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	308.50
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	58.01
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	294.97
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	191.13
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	120.27
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	389.42
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	97.36
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,076.43
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,168.94
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	873.29
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,431.83
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	256.86
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	256.86
9/11/2017	0000002319	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	348.74
9/11/2017	0000002320	0000000319	FUTURE HORIZONS	INSTRUCTIONAL SUPPLIES	0100	3327000	169.05
9/11/2017	0000002320	0000000319	FUTURE HORIZONS	INSTRUCTIONAL SUPPLIES	0100	3327000	169.04
9/12/2017	0000002321	0000000131	FORENSIC ANALYTICAL CONSULTING	PROFESSIONAL SERVICES	0100	0000000	2,571.11
9/12/2017	0000002322	0000000320	CHILDSWORK CHILDS PLAY	INSTRUCTIONAL SUPPLIES	0100	3327000	578.81
9/12/2017	0000002322	0000000320	CHILDSWORK CHILDS PLAY	INSTRUCTIONAL SUPPLIES	0100	3327000	180.64
9/12/2017	0000002323	0000000321	TOBII DYNAVOK LLC	INSTRUCTIONAL MATERIAL	0100	3327000	861.98
9/12/2017	0000002323	0000000321	TOBII DYNAVOK LLC	INSTRUCTIONAL MATERIAL	0100	3327000	430.99
9/12/2017	0000002324	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	155.16
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	157.57
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	157.57
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	157.57
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	157.57
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	165.39
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	165.39
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	165.39
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	3,184.88

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9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	2,654.06
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	1,843.88
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	1,843.88
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	2,905.50
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	1,452.75
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	1,452.75
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	1,184.55
9/12/2017	0000002326	0000000318	CENTER FOR THE COLLABORATIVE	INSTRUCTIONAL SUPPLIES	0100	3010000	2,067.38
9/12/2017	0000002327	0000000270	VOYAGER SOPRIS LEARNING, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	7,236.92
9/12/2017	0000002327	0000000270	VOYAGER SOPRIS LEARNING, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	2,584.61
9/12/2017	0000002327	0000000270	VOYAGER SOPRIS LEARNING, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	7,753.84
9/13/2017	0000002328	0000000322	SDCOE / NCCSE	REGISTRATION FEES	0100	3327000	300.00
9/13/2017	0000002329	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	38.63
9/13/2017	0000002330	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	1,532.21
9/13/2017	0000002330	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	781.62
9/13/2017	0000002330	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	2,041.65
9/13/2017	0000002331	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	1,151.42
9/13/2017	0000002331	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	1,532.21
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	11.20
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	30.08
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	96.16
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	123.72
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	34.73
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	50.24
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	29.05
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	596.83
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	390.81
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	79.95
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	15.47
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	1,222.05
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	12.46
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	164.47
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	58.13
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	220.80
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	118.97
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	54.79
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	33.65
9/13/2017	0000002332	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0300070	15.33
9/13/2017	0000002333	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	886.78
9/13/2017	0000002334	004678	AMAZON.COM, INC.	OFFICE EQUIPMENT	0100	0000000	603.39

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9/13/2017	0000002335	003313	BEST BUY	OFFICE SUPPLIES	0100	0000000	181.26
9/13/2017	0000002335	003313	BEST BUY	OFFICE SUPPLIES	0100	0000000	107.74
9/13/2017	0000002335	003313	BEST BUY	OFFICE SUPPLIES	0100	0000000	866.28
9/13/2017	0000002335	003313	BEST BUY	OFFICE SUPPLIES	0100	0000000	4,740.99
9/13/2017	0000002335	003313	BEST BUY	OFFICE SUPPLIES .	0100	0000000	19.40
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	191.40
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	45.90
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	35.45
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	85.88
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	61.86
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	140.61
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	77.04
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	49.11
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	169.58
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	781.62
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	234.65
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	78.98
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	12.92
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	16.98
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	57.03
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	17.75
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	817.18
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	977.64
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	155.27
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	9.57
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	29.93
9/13/2017	0000002336	000136	WAXIE SANITARY SUPPLY	CUSTODIAN SUPPLIES	0100	0000000	33.65
9/14/2017	0000002339	002990	ULINE	LIBRARY SUPPLIES	0100	0000000	149.06
9/14/2017	0000002347	0000000011	KLEINFELDER, INC	CONTRACTED SERVICES	0100	8150000	39,700.00
9/14/2017	0000002348	0000000075	FLOYD & HOWERTON PLUMBING, INC	MAINTENANCE SUPPLIES	0100	8150000	780.00
9/15/2017	0000002349	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	50.00
9/15/2017	0000002349	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	550.00
9/15/2017	0000002350	004834	VMA COMMUNICATIONS, INC.	CONTRACTED SERVICES	0100	0000000	160,000.00
9/15/2017	0000002351	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	107.74
9/15/2017	0000002351	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	10.78
9/15/2017	0000002351	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	32.87
9/15/2017	0000002351	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	21.01
9/15/2017	0000002352	00000000309	FULCRUM MANAGEMENT SOLUTIONS INC	CONTRACTED SERVICES	0100	0000001	20,000.00
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	34.44
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	161.46

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9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	26.45
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	183.19
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	60.30
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	23.68
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	11.22
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	462.48
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	1,292.99
9/15/2017	0000002353	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3327000	14.32
9/15/2017	0000002354	0000000263	SERVICEMASTER BY RAPID RESPONSE	CONTRACTED SERVICES	0100	8150000	1,078.15
9/15/2017	0000002355	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	2,035.71
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	203.65
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	118.53
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	129.30
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	311.40
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	129.30
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	129.30
9/15/2017	0000002356	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	3327000	129.30
9/15/2017	0000002357	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	3327000	60.96
9/15/2017	0000002357	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	3327000	195.04
9/15/2017	0000002357	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	3327000	60.96
9/15/2017	0000002357	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	3327000	97.52
9/15/2017	0000002357	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	3327000	97.52
9/18/2017	0000002359	000376	MIRACLE RECREATION EQUIPMENT	CONTRACTED SERVICES	0100	8150000	4,630.86
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	83.71
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	38.66
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	81.67
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	200.20
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.91
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.91
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	457.88
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	107.74
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	67.85
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	38.77
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	53.85
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	172.36
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	43.09
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	109.84
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	67.77
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	60.30
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	183.07

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	177.46
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	88.73
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	88.73
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	71.50
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	38.78
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	16.33
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	48.13
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	48.13
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	43.06
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	105.98
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	139.97
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	61.35
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	27.96
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	43.06
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	80.76
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	37.45
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	102.35
9/18/2017	0000002360	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	194.15
9/18/2017	0000002361	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	206.45
9/18/2017	0000002361	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	426.04
9/18/2017	0000002361	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	309.67
9/18/2017	0000002361	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	400.18
9/18/2017	0000002362	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000001	1,357.55
9/18/2017	0000002362	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000001	2,715.20
9/18/2017	0000002362	000058	DEMCO INC.	INSTRUCTIONAL SUPPLIES	0100	0000001	3,200.08
9/18/2017	0000002364	000588	SCHOOL SERVICES OF CALIFORNIA	CONTRACTED SERVICES	0100	0000000	400.00
9/18/2017	0000002365	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	3327000	1,345.80
9/18/2017	0000002365	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	3327000	2,691.60
9/18/2017	0000002365	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	3327000	15.00
9/18/2017	0000002365	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	3327000	355.41
9/18/2017	0000002365	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	3327000	255.37
9/18/2017	0000002365	002187	APPLE INC	INSTRUCTIONAL SUPPLIES	0100	3327000	317.59
9/18/2017	0000002367	004890	DECKER INC	MAINTENANCE SUPPLIES	0100	8150000	161.30
9/18/2017	0000002367	004890	DECKER INC	MAINTENANCE SUPPLIES	0100	8150000	149.70
9/18/2017	0000002367	004890	DECKER INC	MAINTENANCE SUPPLIES	0100	8150000	161.30
9/18/2017	0000002367	004890	DECKER INC	MAINTENANCE SUPPLIES	0100	8150000	161.30
9/18/2017	0000002367	004890	DECKER INC	MAINTENANCE SUPPLIES	0100	8150000	37.93
9/18/2017	0000002368	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	6500000	26.94
9/18/2017	0000002368	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	6500000	26.94
9/18/2017	0000002368	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	6500000	26.94

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/18/2017	0000002368	0000000323	BROOKES PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	6500000	26.94
9/18/2017	0000002369	004628	FOLLETT SCHOOL SOLUTIONS, INC	CONTRACTED SERVICES	0100	4035000	2,499.00
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	28.88
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	8.15
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	5.12
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	19.40
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	150.85
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	38.14
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	80.17
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	18.75
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4.26
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	6.54
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	118.53
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	10.18
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	5.12
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	145.46
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	57.09
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	50.53
9/18/2017	0000002370	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	215.50
9/18/2017	0000002371	004747	PRINCIPAL'S EXCHANGE	CONTRACTED SERVICES	0100	3010000	265,420.00
9/18/2017	0000002372	004747	PRINCIPAL'S EXCHANGE	CONTRACTED SERVICES	0100	4035000	3,300.00
9/18/2017	0000002372	004747	PRINCIPAL'S EXCHANGE	CONTRACTED SERVICES	0100	4035000	245,255.00
9/18/2017	0000002373	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	4,830.76
9/18/2017	0000002373	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	7,705.90
9/18/2017	0000002374	0000000292	WINET PATRICK GAYER CREIGHTON	LEGAL FEES	0100	0000000	2,219.00
9/18/2017	0000002375	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	21.53
9/18/2017	0000002376	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	395.41
9/18/2017	0000002376	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	1,751.70
9/18/2017	0000002377	000393	ATTAINMENT COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	2,828.44
9/18/2017	0000002377	000393	ATTAINMENT COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	2,612.94
9/18/2017	0000002378	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	484.88
9/18/2017	0000002378	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	1,860.84
9/18/2017	0000002378	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	1,852.22
9/18/2017	0000002379	000409	SAN DIEGO UNION-TRIBUNE	LEGAL AD	0100	0000000	392.60
9/18/2017	0000002380	000336	MCGRW-HILL	CONTRACTED SERVICES	0100	6300000	6,000.00
9/18/2017	0000002381	000759	PARRON-HALL	OFFICE SUPPLIES	0100	0000000	1,239.13
9/18/2017	0000002381	000759	PARRON-HALL	OFFICE SUPPLIES	0100	0000000	673.44
9/18/2017	0000002382	004830	THE TITAN GROUP, PROFESSIONAL	LEGAL FEES	0100	0000000	15,555.00
9/18/2017	0000002383	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	3010000	30,591.00
9/18/2017	0000002384	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	0490000	8,075.86

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/18/2017	0000002384	000208	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	0490000	-
9/18/2017	0000002385	001178	SAN DIEGO COUNTY	REGISTRATION FEE	0100	0000000	675.00
9/18/2017	0000002386	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	4,711.00
9/18/2017	0000002386	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	1,117.49
9/18/2017	0000002386	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	27,242.00
9/18/2017	0000002386	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	1,431.00
9/19/2017	0000002387	0000000213	ALFONSO V ERDMANN - BALTAZAR	CONTRACTED SERVICES	0100	0000000	230.00
9/19/2017	0000002388	004265	CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	0100	3010000	4,565.91
9/20/2017	0000002389	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	630.00
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	183.27
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	274.91
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	2,498.73
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	196.68
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,089.56
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,376.76
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	183.27
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	183.27
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	533.05
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	266.52
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	586.69
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	134.10
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,153.26
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	1,213.61
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	56.99
9/20/2017	0000002391	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	63.70
9/21/2017	0000002392	003192	WAL- MART COMMUNITY/GEGRB	INSTRUCTIONAL SUPPLIES	0100	0000000	600.00
9/21/2017	0000002393	0000000089	BMR HEALTH SERVICES, INC	CONTRACTED SERVICES	0100	6500000	216,000.00
9/21/2017	0000002394	004087	RGC CONSTRUCTION INC	CONTRACTED SERVICES	0100	8150000	10,062.00
9/21/2017	0000002395	00000000326	ILLUMINATE EDUCATION INC.	CONTRACTED SERVICES	0100	0000001	28,886.00
9/21/2017	0000002395	00000000326	ILLUMINATE EDUCATION INC.	CONTRACTED SERVICES	0100	0000001	4,500.00
9/21/2017	0000002397	004578	STAFF REHAB	CONTRACTED SERVICES	0100	6500000	108,000.00
9/21/2017	0000002398	00000000212	PIONEER HEALTHCARE SERVICES LLC	CONTRACTED SERVICES	0100	6500000	108,000.00
9/21/2017	0000002399	004790	DOMINO EVENTS	REGISTRATION FEES	0100	3010000	685.00
9/22/2017	0000002400	00000000324	CODE TO THE FUTURE	PROFESSIONAL SERVICES	0100	4035000	100,000.00
9/26/2017	0000002402	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1,422.30
9/26/2017	0000002403	00000000188	FAGEN FRIEDMAN & FULLFROST LLP	LEGAL FEES	0100	0000000	1,054.00
9/26/2017	0000002403	00000000188	FAGEN FRIEDMAN & FULLFROST LLP	LEGAL FEES	0100	0000000	4,823.50
9/26/2017	0000002403	00000000188	FAGEN FRIEDMAN & FULLFROST LLP	LEGAL FEES	0100	0000000	248.00
9/26/2017	0000002403	00000000188	FAGEN FRIEDMAN & FULLFROST LLP	LEGAL FEES	0100	0000000	630.00
9/26/2017	0000002403	00000000188	FAGEN FRIEDMAN & FULLFROST LLP	LEGAL FEES	0100	0000000	3,204.50

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/26/2017	0000002403	0000000188	FAGEN FRIEDMAN & FULFROST LLP	LEGAL FEES	0100	0000000	2,423.00
9/26/2017	0000002403	0000000188	FAGEN FRIEDMAN & FULFROST LLP	LEGAL FEES	0100	0000000	2,342.73
9/26/2017	0000002404	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1,422.30
9/26/2017	0000002404	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1,422.30
9/26/2017	0000002405	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1,422.30
9/26/2017	0000002406	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	364.78
9/26/2017	0000002407	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	1,291.92
9/26/2017	0000002408	004678	AMAZON.COM, INC.	MAINTENANCE SUPPLIES	0100	8150000	139.86
9/27/2017	0000002409	001161	HOME DEPOT	OFFICE SUPPLIES	0100	0000000	958.79
9/28/2017	0000002410	0000000327	PNC EQUIPMENT FINANCE, LLC	Lease #201040000 Payment #1	0100	6230000	54,263.09
9/28/2017	0000002410	0000000327	PNC EQUIPMENT FINANCE, LLC	Lease #201040000 Payment #1	0100	6230000	13,779.91
9/28/2017	0000002411	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	3,107.96
9/28/2017	0000002412	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	4,839.05
9/28/2017	0000002412	001012	CDW GOVERNMENT LLC	OFFICE SUPPLIES	0100	0000000	2,003.07
9/29/2017	0000002413	001012	CDW GOVERNMENT LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1,613.02
9/29/2017	0000002413	001012	CDW GOVERNMENT LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	1,613.02
9/29/2017	0000002414	0000000078	VECTOR USA	OFFICE SUPPLIES	0100	0000000	2,860.43
9/29/2017	0000002414	0000000078	VECTOR USA	OFFICE SUPPLIES	0100	0000000	240.92

Total 0100 1,891,085.38

9/11/2017	0000002316	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	150.73
9/11/2017	0000002316	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	270.34
9/11/2017	0000002316	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	568.38
9/11/2017	0000002316	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	117.18
9/11/2017	0000002316	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	366.24
9/11/2017	0000002316	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	790.99
9/11/2017	0000002317	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	94.28
9/11/2017	0000002317	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	146.50
9/11/2017	0000002317	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	71.09
9/11/2017	0000002317	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	632.79
9/11/2017	0000002317	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	37.10
9/11/2017	0000002317	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	61.86
9/18/2017	0000002363	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	1200	5210000	6,462.85

Total 1200 9,770.33

9/12/2017	0000002325	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	30.04
9/12/2017	0000002325	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	1300	5310000	165.91
9/13/2017	0000002337	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	1300	5314000	23,858.42

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/14/2017	0000002340	000829	SIMPLEXGRINNELL LP	CONTRACTED SERVICES	1300	5310000	1,000.00
9/14/2017	0000002341	004464	EDUCATION MANAGEMENT	CONTRACTED SERVICES	1300	5310000	5,990.00
9/14/2017	0000002342	003377	SOUTHWEST SCHOOL & OFFICE	CAFETERIA SUPPLIES	1300	5310000	417.63
9/14/2017	0000002343	004645	IMAGE ONE CORPORATION	CAFETERIA SUPPLIES	1300	5310000	1,377.05
9/14/2017	0000002344	004547	PICK UP STIX	CAFETERIA FOOD	1300	5310000	2,100.00
9/14/2017	0000002345	003145	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	1300	5310000	1,500.00
9/14/2017	0000002346	000775	REFRIGERATION SUPPLIES	CAFETERIA SUPPLIES	1300	5310000	1,000.00
9/18/2017	0000002366	002151	RANCHO AUTO & TRUCK PARTS	MAINTENANCE SUPPLIES	1300	5310000	2,000.00
9/21/2017	0000002396	0000000314	CHEF'S TOYS & STAR RESTUARANT	CAFETERIA SUPPLIES	1300	5370000	2,445.70
Total 1300							41,884.75
9/11/2017	0000002318	002578	CLARK SECURITY PRODUCTS	MAINTENANCE SUPPLIES	2110	9010000	1,499.88
9/11/2017	0000002318	002578	CLARK SECURITY PRODUCTS	MAINTENANCE SUPPLIES	2110	9010000	1,499.88
9/22/2017	0000002401	000012	CULVER-NEWLIN INC.	FURNITURE-INSTALLATION	2110	9010000	15,660.00
9/22/2017	0000002401	000012	CULVER-NEWLIN INC.	FURNITURE-INSTALLATION	2110	9010000	15,660.00
Total 2110							34,319.76
Grand Total							1,977,060.22

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

The following are expenditures incurred by the District during the period of August 31, 2017 through September 27, 2017. Listing sheets #2007 through #2024. Payments were made with checks #14-301545 through #14-312375 for a total expenditure of \$9,694,553.74 from the following sources:

General Fund - \$1,105,322.16
Cafeteria Fund - \$168,137.77
Building Fund- \$8,400,219.81 •
Capital Facilities- \$12,284.00
Capital Projects- \$8,590.00

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of August 31, 2017 through September 27, 2017. Listing sheets #2007 through #2024. Payments were made with checks #14-301545 through #14-312375 for a total expenditure of \$9,694,553.74.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$9,694,553.74

(Amount)

As listed above

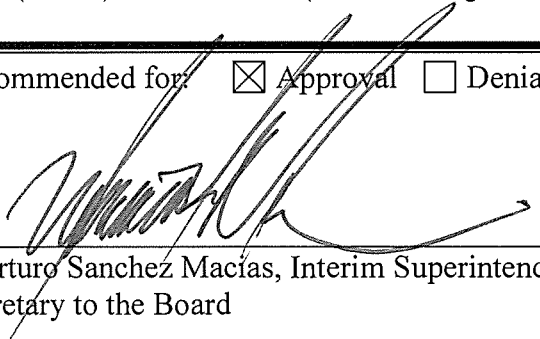
(Name of funding source and/or location)

--

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

Report ID:

APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTERPage No. 26
Run Date 8/31/2017
Run Time 14:19:55 PM

03300: San Ysidro

2017-08-31

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000077 - AZTEC CONTAINER	14301545	2,165.76	AZTEC SMYTHE	2,165.76	0000002171	2,165.76	0100	8150000	0000	8100	5600005	070		
000464 - SYLVIA MAYER	14301546	14.26	REIMBURSEMENT	14.26		14.26	0100	0000001	1110	1000	4300001	061		
001678 - ANITA GILLCHREST	14301547	161.08	MILEAGE JUNE&JULY	161.08		161.08	0100	6500000	5001	3140	5200002	054		

Business Unit Total: \$2,341.10

2007

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Page No. 41
Run Date 9/1/2017
Run Time 14:01:22 PM

2017-09-01

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14302012	1,729.08	REIMBURSEMENT	1,729.08		1,729.08	0100	4035000	1110	2100	5200003	061		
000000078 - VECTOR USA	14302013	512.00	71350	192.00	0000001996	192.00	0100	0000000	0000	7700	5800010	067		
000000078 - VECTOR USA	14302013	512.00	71351	320.00	0000001995	320.00	0100	0000000	0000	7700	5800010	067		
002909 - AT&T	14302014	6,176.55	AUGUST 2017	6,176.55		6,176.55	0100	0000000	0000	8200	5900003	069		

Business Unit Total: \$8,417.63

2008

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Run Date 9/6/2017
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2017-09-06

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000068 - P.I.P.S.	14302946	69,448.33	200657	69,448.33	00000020 02	69,448.33	0100	00000000			9910360			
000409 - SAN DIEGO UNION-TRIBUNE	14302947	1,109.40	00332682 0	1,109.40	00000020 16	1,109.40	0100	00000000	0000	7200	58000007	071		
001007 - CDE, CASHIER'S OFFICE	14302948	2,361.87	QUARTER LY INTEREST	2,361.87	00000022 73	2,361.87	0100	00000000	0000	0000	86600000	000		

Business Unit Total: \$72,919.60

2009

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Run Date 9/7/2017
Run Time 14:55:40 PM

2017-09-07

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14303637	9,803.32	CLAIM # 542818	9,803.32		9,803.32	0100	00000000	0000	7200	54500000	071		
003624 - SAN YSIDRO SCHOOL DISTRICT	14303638	5,057.00	REPLENISH	5,057.00		5,057.00	2110	90100000	0000	8200	55000001	016		

Business Unit Total: \$14,860.32

Report ID:

APX2030

PeopleSoft Accounts Payable

AP TRIAL PAYMENT REGISTER

Page No. 49

Run Date 9/8/2017

Run Time 15:24:07 PM

03300: San Ysidro 2017-09-08

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000070 - SITEONE	14304327	167.35	82155055 417	167.35	00000022 61	167.35	0100	0000000	0000	8200	4300014	069		
LANDSCAPE SUPPLY														
0000000097 - MARTA RODRIGUEZ DE TORRES	14304328	18.83	MILEAGE	18.83		18.83	0100	0000000	0000	7200	5200002	061		
000356 - GRAINGER	14304329	815.59	95397970 85 & 95407355 87	815.59	00000020 27	815.59	0100	8150000	0000	8100	5600005	070		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	16.59	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	25.80	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	27.21	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	59.48	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	71.37	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	77.58	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	95.68	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	97.78	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	107.21	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	204.81	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	282.39	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	284.46	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	297.39	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	397.99	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	1,280.07	0100	0000000	1110	1000	4300001	018		
000535 - SCHOOL SPECIALTY	14304330	5,727.69	20811878 7187	5,727.69	00000020 59	2,401.88	0100	0000000	1110	1000	4300001	018		

2011

92,644.61

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000583 - VIRCO INC	14304331	17,696.32	91767156	17,696.32	00000020 01	5,934.06	2110	9010000	0000	8500	6400000	025		
000583 - VIRCO INC	14304331	17,696.32	91767156	17,696.32	00000020 01	11,762.26	2110	9010000	0000	8500	6400000	025		
00067A - SAN DIEGO GAS & ELECTRIC	14304332	49,191.23	AUGUST 2017	49,191.23	00000020 12	49,057.54	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRIC	14304332	49,191.23	AUGUST 2017	49,191.23	00000020 12	133.69	0100	0000000	0000	8200	5500002	069		
001510 - EWING IRRIGATION	14304333	356.86	EWING	356.86	00000020 54	356.86	0100	0000000	0000	8200	4300014	069		
001532 - VERITIV OPERATING COMPANY	14304334	2,202.25	745-41194816	2,202.25	00000022 60	186.44	0100	0000000	0000	7550	4300050	073		
001532 - VERITIV OPERATING COMPANY	14304334	2,202.25	745-41194816	2,202.25	00000022 60	943.52	0100	0000000	0000	7550	4300050	073		
001532 - VERITIV OPERATING COMPANY	14304334	2,202.25	745-41194816	2,202.25	00000022 60	1,072.29	0100	0000000	0000	7550	4300050	073		
001642 - HANDY METAL MART	14304335	64.40	433538	64.40	00000022 67	64.40	0100	0000000	0000	8200	4300014	069		
001678 - ANITA GILLCHREST	14304336	205.17	AUGUST MILEAGE	205.17		205.17	0100	6500000	5001	3140	5200002	054		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14304337	91.70	1-359576	91.70	00000020 44	91.70	0100	8150000	0000	8100	4300007	070		
001845 - FERGUSON ENTERPRISES, INC#1350	14304338	82.66	5091757	82.66	00000020 51	82.66	0100	8150000	0000	8100	4300007	070		
002032 - ASELTIME SCHOOL	14304339	9,300.52	JULY 2017	9,300.52	00000022 50	9,300.52	0100	6500000	5750	1180	5800009	054		
002130 - DECISIONSITE	14304340	5,034.00	5427	5,034.00	00000022 52	5,034.00	2518	9010000	0000	7200	5800010	010		
002578 - CLARK SECURITY PRODUCTS	14304341	2,108.51	CLARK	2,108.51	00000020 50	2,108.51	0100	8150000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14304342	22.16	1069-735271	22.16	00000020 49	22.16	0100	8150000	0000	8100	4300007	070		
002770 - FLEETWASH INC	14304343	172.97	X-1120976	172.97	00000020 81	172.97	0100	0982000	0000	3600	5600005	074		
002976 - FEDEX	14304344	57.21	5-916-22532	57.21	00000020 68	57.21	0100	0000000	0000	7200	5900012	071		
002944 - ECHINANT COMPANY	14304345	182.65	JKL17-1833	182.65	00000021 40	182.65	0100	0000000	0000	8200	4300014	069		

2011

11/15/2017

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003198 - ROCIO ALVARADO	14304346	17.07	MILEAGE	17.07			0100	0000000	0000	7200	5200002	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	10.47	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	13.32	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	13.32	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	13.32	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	13.32	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	18.12	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	22.20	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	26.38	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	28.38	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	29.91	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	30.39	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	32.13	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	33.81	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	44.22	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	44.22	0100	0000000	1110	1000	4300001	018		

12/14

2011

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	44.22	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	44.22	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	44.22	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	55.86	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	66.81	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	75.17	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	88.44	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	89.22	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	96.98	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	108.61	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	122.81	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	134.59	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	139.63	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	153.92	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	154.14	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	156.06	0100	0000000	1110	1000	4300001	018		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	156.77	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	160.99	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	163.62	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	167.35	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	169.89	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	174.55	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	194.26	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	211.40	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	239.32	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	371.59	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	436.37	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	732.33	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304347	5,912.32	PINV0302 735	5,912.32	00000020 60	785.47	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14304348	490.50	48976	490.50	00000022 47	490.50	0100	0982000	0000	3600	4300011	074		
003377 - SOUTHWEST SCHOOL & OFFICE	14304349	17.24	428723	17.24	00000021 27	17.24	0100	0000000	0000	8200	4300014	069		
003377 - SOUTHWEST SCHOOL & OFFICE	14304350	215.48	INV- SND17011 709	215.48	00000020 47	215.48	0100	8150000	0000	8100	4300007	070		
003377 - SOUTHWEST SCHOOL & OFFICE	14304351	419.90	PROPOW ER	419.90	00000020 66	419.90	0100	0000000	0000	8200	4300014	069		

2011

Report ID: APX2030

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Run Date 9/8/2017
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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
004323 - MCGREGOR AND ASSOCIATED	14304352	446.25	CA SY1709	446.25	00000019 91	446.25	0100	0300100	0000	7200	5600005	071		
004762 - WHOLESale SCHOOLWEAR, INC.	14304353	9,246.00	11453	9,246.00	00000021 52	9,246.00	0100	3010005	1110	1000	4300019	061		
004858 - FLYERS ENERGY	14304354	3,425.65	DIESEL	3,425.65	00000020 72	3,425.65	0100	0982000	0000	3600	4300060	074		
01641A - XEROX CORPORATION	14304355	5,559.57	09046650 5-09046650 3	5,038.90	00000021 74	5,038.90	0100	0000000	0000	7200	5600020	071		
01641A - XEROX CORPORATION	14304355	5,559.57	09046650 4	520.67	00000020 17	520.67	0100	0000000	0000	7200	5600020	071		

Business Unit Total: \$119,248.05

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2017-09-11

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000303 - ACHIEVE3000, INC	14304806	185,630.00	34212	185,630.00	00000021 51	185,630.00	0100	3010000	1110	1000	5800010	061		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	5.68	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	6.66	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	6.90	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	13.32	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	16.60	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	18.53	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	18.78	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	18.87	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	18.87	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	23.58	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	33.20	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	126.07	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14304807	714.14	PO#2007	714.14	00000020 07	407.08	0100	0000000	0000	7200	4300011	062		
003143 - THE HOME DEPOT SUPPLY	14304808	1,765.19	HD SUPPLY	1,765.19	00000020 46	1,765.19	0100	8150000	0000	8100	4300007	070		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14304809	1,920.90	A244363	1,920.90	00000020 37	1,920.90	0100	8150000	0000	8100	4300007	070		

Business Unit Total: \$190,030.23

2012

03300: San Ysidro 2017-09-12

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14305441	9,601.40	IN723245 & IN705188	9,601.40	00000021 56	9,601.40	0100	0000000	1110	1000	5600020	010		
0000000317 - MARK KIRCHER	14305442	27.18	MILEAGE	27.18		27.18	0100	6500000	5001	3900	5200002	054		
000553 - SPRINT	14305443	4,469.96	AUGUST 2017	4,469.96	00000021 02	4,469.96	0100	0000000	0000	8200	5900001	069		
000623 - MONICA YRINEO	14305444	39.85	REIMBURSEMENT	39.85		39.85	0100	0000000	0000	7100	5200003	064		
001161 - HOME DEPOT	14305445	2,033.33	HOME DP	125.35	00000021 29	125.35	0100	0000000	0000	8200	4300014	069		
001161 - HOME DEPOT	14305445	2,033.33	H DEPOT	1,907.98	00000020 26	1,907.98	0100	8150000	0000	8100	4300007	070		
00117A - UNITED STATES POSTAL SERVICE	14305446	842.83	BULK MAIL	842.83		842.83	0100	0000000	0000	7100	5900012	064		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14305447	749.24	1-359204 & 1-359496	749.24	00000021 54	1.02	0100	0000000	0000	7700	4300002	067		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14305447	749.24	1-359204 & 1-359496	749.24	00000021 54	748.22	0100	0000000	0000	7700	4300002	067		
002771 - SMART & FINAL	14305448	162.41	SMART FINAL	162.41	00000023 03	81.20	0100	0000000	0000	8200	4300020	012		
002771 - SMART & FINAL	14305448	162.41	SMART FINAL	162.41	00000023 03	81.21	0100	0000000	0000	8200	4300020	016		
004459 - BEST PLUMBING SPECIALTIES INC	14305449	1,062.69	5736305-5736628	1,062.69	00000020 36	1,062.69	0100	8150000	0000	8100	4300007	070		

Business Unit Total: \$18,988.89

03300: San Ysidro 2017-09-13

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000107 - CAROLYN KARINEN	14306081	6,600.00	2013	6,600.00	00000022 49	6,600.00	0100	6500000	5770	1190	5800010	054		
000000134 - THE BANK OF NEW YORK MELLON	14306082	1,590.00	252-2045493	1,590.00	00000022 93	1,590.00	4903	9010000	0000	8100	5800010	010		
000000285 - THE DIGICARD SERVICE GROUP INC.	14306083	896.23	7262	896.23	00000020 06	90.43	0100	0000000	0000	7200	4300011	062		
000000285 - THE DIGICARD SERVICE GROUP INC.	14306083	896.23	7262	896.23	00000020 06	805.80	0100	0000000	0000	7200	4300011	062		
000000315 - FOUNDATION FOR EDUCATIONAL ADMINISTRATIO	14306084	1,365.00	ACSA ACADEMY	1,365.00	00000023 10	1,365.00	0100	4035000	1110	2100	5200003	061		
000000316 - SCRIPPS PERFORMING ARTS, INC.	14306085	66,134.40	001	66,134.40	00000023 14	66,134.40	0100	0000001	1110	1000	5800010	061		
000069 - CITY TREASURER	14306086	33,797.37	AUGUST 2017	33,797.37	00000020 13	33,797.37	0100	0000000	0000	8200	5500004	069		
000124 - WILKINSON HADLEY KING &	14306087	1,825.00	20597	1,825.00	00000022 85	1,825.00	0100	0000000	0000	7190	5800001	071		
000379 - HAWTHORNE MACHINERY	14306088	5,485.48	REPAIRS	5,090.07	00000023 11	1,010.47	0100	0982000	0000	3600	5600005	074		
000379 - HAWTHORNE MACHINERY	14306088	5,485.48	REPAIRS	5,090.07	00000023 11	1,764.02	0100	0982000	0000	3600	5600005	074		
000379 - HAWTHORNE MACHINERY	14306088	5,485.48	REPAIRS	5,090.07	00000023 11	2,315.58	0100	0982000	0000	3600	5600005	074		
000379 - HAWTHORNE MACHINERY	14306088	5,485.48	SS100108 145	395.41	00000020 74	215.41	0100	0982000	0000	3600	4300060	074		
000379 - HAWTHORNE MACHINERY	14306088	5,485.48	SS100108 145	395.41	00000020 74	180.00	0100	0982000	0000	3600	5600005	074		
000809 - OFFICE DEPT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	2.75	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	3.19	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	3.21	0100	0000000	0000	7200	4300011	065		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	3.44	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	4.12	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	4.35	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	4.35	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	4.35	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	4.57	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	5.03	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	5.15	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	5.74	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	6.07	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	6.07	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	6.87	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	7.44	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	8.36	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	8.70	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	8.92	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	8.92	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	9.86	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	11.46	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.75	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.75	0100	0000000	0000	7200	4300011	065		

2014

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.76	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.76	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.76	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.76	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	13.76	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	15.13	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	16.05	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	16.05	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	18.32	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	18.92	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	19.49	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	23.72	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	23.97	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	24.08	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	24.08	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	26.83	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	28.68	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	30.95	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	33.27	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	36.68	0100	00000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	48.16	0100	00000000	0000	7200	4300011	065		

2014

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	50.45	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	55.06	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	57.26	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	70.61	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	80.31	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	82.52	0100	0000000	0000	7200	4300011	065		
000809 - OFFICE DEPOT	14306089	1,174.33	PO# 2255	1,174.33	00000022 55	144.52	0100	0000000	0000	7200	4300011	065		
001079 - PENSKE TRUCK LEASING	14306090	3,323.67	TRUCK LEASE	3,323.67	00000019 70	1,079.74	0100	8150000	0000	8100	5600001	070		
001079 - PENSKE TRUCK LEASING	14306090	3,323.67	TRUCK LEASE	3,323.67	00000019 70	2,243.93	0100	8150000	0000	8100	5600001	070		
001093 - KONE INC	14306091	9,386.37	94970675 5	9,386.37	00000020 57	9,386.37	0100	8150000	0000	8100	5600007	070		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	61.60	0100	6500000	5770	1190	4300003	054		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	92.29	0100	6500000	5770	1190	4300003	054		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	133.10	0100	6500000	5770	1190	4300003	054		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	136.40	0100	6500000	5770	1190	4300003	054		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	136.40	0100	6500000	5770	1190	4300003	054		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	230.73	0100	6500000	5770	1190	4300003	054		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	382.50	0100	0000000	0000	7200	4300011	071		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	140.00	0100	0000000	0000	3140	5800010	052		
001212 - PRO-ED INC.	14306092	926.92	2659882	926.92	00000021 64	275.00	0100	6264000	1110	2100	5200003	061		
001339 - PITNEY BOWES	14306093	382.50	31015314 55	382.50	00000023 15	382.50	0100	0000000	0000	7200	4300011	071		
001331 - AUTOMETRICS	14306094	140.00	1022432	140.00	00000022 54	140.00	0100	0000000	0000	3140	5800010	052		
001331 - SAN DIEGO COUNTY SUPERIOR	14306095	3,300.00	099-014780	3,300.00	00000022 70	3,025.00	0100	6264000	1110	2700	5200003	061		
001331 - SAN DIEGO COUNTY SUPERIOR	14306095	3,300.00	099-014780	3,300.00	00000022 70	3,025.00	0100	6264000	1110	2700	5200003	061		

2014

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002529 - GCR TIRES&SERVICE	14306096	193.50	832-44397	193.50	00000020 63	193.50	0100	0982000	0000	3600	4300023	074		
002976 - FEDEX	14306097	49.88	5-923-81961	49.88	00000020 68	49.88	0100	0000000	0000	7200	5900012	071		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14306098	8,420.60	FAUCET PROJECT	8,420.60	00000020 37	8,420.60	0100	8150000	0000	8100	4300007	070		
003377 - SOUTHWEST SCHOOL & OFFICE	14306099	417.63	PINV0319 728	417.63	00000021 82	417.63	0100	0000000	0000	7200	4300011	071		
003538 - FISHER WIRELESS SERVICE, INC.	14306100	1,784.25	8659	1,784.25	00000023 12	1,424.90	0100	0982000	0000	3600	4300011	074		
003538 - FISHER WIRELESS SERVICE, INC.	14306100	1,784.25	8659	1,784.25	00000023 12	359.35	0100	0982000	0000	3600	5600005	074		
004542 - MPC ELECTRONICS INC	14306101	3,935.87	26388 - 269148	3,935.87	00000021 69	671.93	0100	0000000	0000	7700	4300002	067		
004542 - MPC ELECTRONICS INC	14306101	3,935.87	26388 - 269148	3,935.87	00000021 69	3,263.94	0100	0000000	0000	7700	4300002	067		
004822 - CALIFORNIA FINANCIAL SERVICES	14306102	17,250.00	OC 2017-130	10,000.00	00000022 87	3,000.00	4901	9010000	0000	8100	5800010	010		
004822 - CALIFORNIA FINANCIAL SERVICES	14306102	17,250.00	OC 2017-130	10,000.00	00000022 87	3,000.00	4902	9010000	0000	8100	5800010	010		
004822 - CALIFORNIA FINANCIAL SERVICES	14306102	17,250.00	OC 2017-130	10,000.00	00000022 87	4,000.00	4903	9010000	0000	8100	5800010	010		
004822 - CALIFORNIA FINANCIAL SERVICES	14306102	17,250.00	OC 2017-143	7,250.00	00000022 86	7,250.00	2518	9010000	0000	7200	5800010	010		
004901 - AGUILAR & ASSOCIATES	14306103	339,851.55	170801	339,851.55	00000011 81	339,851.55	2110	9010000	0000	8500	6200003	071		

Business Unit Total: \$508,230.55

2017

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Page No. 36
Run Date 9/14/2017
Run Time 14:27:13 PM

03300: San Ysidro 2017-09-14

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003800 - ELVA DE BACA	14306756	110.40	REIMBURSEMENT	110.40		110.40	0100	00000000	0000	2100	43000001	061		

Business Unit Total: \$110.40

03300: San Ysidro 2017-09-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14307227	5,346.08	IN26059	5,346.08	00000021 57	5,346.08	0100	0000000	1110	1000	5600020	010		
0000000275 - BALFOUR BEATTY CONSTRUCTION LLC	14307228	6,481,031.48	APPLICATION #2	6,481,031.48	00000019 09	3,240,515.74	2110	9010000	0000	8500	6200001	012		
0000000275 - BALFOUR BEATTY CONSTRUCTION LLC	14307228	6,481,031.48	APPLICATION #2	6,481,031.48	00000019 09	3,240,515.74	2110	9010000	0000	8500	6200001	016		
0000000281 - XEROX FINANCIAL SERVICES	14307229	9,274.25	919559	9,274.25	00000021 15	9,274.25	0100	0000000	1110	1000	5600020	010		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	11.38	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	12.66	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	15.57	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	15.71	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	29.51	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	30.55	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	34.18	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	35.28	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	51.03	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	55.65	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	59.05	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	81.21	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	97.67	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	120.84	0100	0300070	0000	8200	4300020	069		

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2016

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTERPage No. 22
Run Date 9/15/2017
Run Time 14:40:58 PM

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	125.67	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	167.06	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	224.28	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	396.96	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	606.22	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2232	3,411.76	00000023 32	1,241.28	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2333	886.78	00000023 33	886.78	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2330	4,355.48	00000023 30	781.62	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2330	4,355.48	00000023 30	1,532.21	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2330	4,355.48	00000023 30	2,041.65	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2331	2,683.62	00000023 31	1,151.42	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2331	2,683.62	00000023 31	1,532.20	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2308	3,170.71	00000023 08	233.82	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2308	3,170.71	00000023 08	895.24	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14307230	14,508.35	PO#2308	3,170.71	00000023 08	2,041.65	0100	0300070	0000	8200	4300020	069		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	5.53	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	6.47	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	11.77	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	25.73	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	43.37	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	111.72	0100	0000000	1110	1000	4300001	016		

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Run Date 9/15/2017
Run Time 14:40:58 PM

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	125.10	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	243.21	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	276.18	0100	0000000	1110	1000	4300001	016		
000535 - SCHOOL SPECIALTY	14307231	1,624.88	30810283 8477	1,624.88	00000021 72	775.80	0100	0000000	1110	1000	4300001	016		
001161 - HOME DEPOT	14307232	170.99	8022182 - 595469	170.99	00000021 70	170.99	0100	0000000	0000	7700	4300002	067		
003147 - CALIFORNIA DEPARTMENT OF	14307233	23,858.42	C-058843	23,858.42	00000023 37	23,858.42	1300	5314000	0000	0000	8290055	000		
003377 - SOUTHWEST SCHOOL & OFFICE	14307234	1,068.36	PINV0320 651	1,068.36	00000020 60	47.41	0100	0000000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14307234	1,068.36	PINV0320 651	1,068.36	00000020 60	1,020.95	0100	0000000	1110	1000	4300001	018		

Business Unit Total: \$6,536,882.81

Report ID:

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PeopleSoft Accounts Payable

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Page No. 42

Run Date 9/18/2017

Run Time 14:31:05 PM

03300: San Ysidro 2017-09-18

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000506 - DION INTERNATIONAL TRUCK INC.	14307760	2,423.14	01SDW7536	387.43	0000002055	387.43	0100	0982000	0000	3600	43000060	074		
000506 - DION INTERNATIONAL TRUCK INC.	14307760	2,423.14	01SDW7206	2,035.71	0000002355	2,035.71	0100	0982000	0000	3600	56000005	074		

Business Unit Total: \$2,423.14

2017

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Page No. 38
Run Date 9/19/2017
Run Time 14:45:15 PM

03300: San Ysidro 2017-09-19

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000075 - FLOYD & HOWERTON PLUMBING, INC	14308332	780.00	21065	780.00	0000002348	780.00	0100	8150000	0000	8100	56000005	070		
000000243 - COLBI TECHNOLOGIES, INC	14308333	1,330.00	3576	1,330.00	0000001853	1,330.00	2110	9010000	0000	8500	58000010	071		

Business Unit Total: \$2,110.00

2018

Report ID: APX2030

PeopleSoft Accounts Payable
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Page No. 43
Run Date 9/20/2017
Run Time 14:23:36 PM

03300: San Ysidro 2017-09-20

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000114 - SSD ALARM	14309018	62,130.64	CAMERA	62,130.64	0000000624	6,621.91	0100	00000001	0000	8300	56000005	071		
0000000114 - SSD ALARM	14309018	62,130.64	CAMERA	62,130.64	0000000624	55,508.73	0100	00000001	0000	8300	56000005	071		
0000000322 - SDCOE / NCCSE	14309019	300.00	136	300.00	0000002328	300.00	0100	3327000	5770	1190	52000003	054		

Business Unit Total: \$62,430.64

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2017-09-21

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
0000000006 - K & M Foodservice	14309669	2,549.06	2428264	2,549.06	00000022 02	2,549.06	1300	5310000	0000	3700	4700001	085		
0000000009 - CATALINA OFFSHORE PRODUCTS, INC	14309660	210.00	454255	210.00	00000022 30	210.00	1300	5310000	0000	3700	4700001	085		
0000000011 - KLEINFELDER, INC	14309661	14,201.97	00116177 9	14,201.97	00000023 47	14,201.97	0100	8150000	0000	8100	5600005	070		
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14309662	5,628.20	GATEWAY	5,250.00	00000019 18	1,500.00	0100	0000001	1110	1000	5800010	061		
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14309662	5,628.20	GATEWAY	5,250.00	00000019 18	3,750.00	0100	0000001	1110	1000	5800010	061		
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14309662	5,628.20	109914	378.20	00000022 66	378.20	0100	0000001	1110	1000	4300001	061		
0000000088 - TECH-24	14309663	266.13	4966826	266.13	00000022 07	266.13	1300	5310000	0000	3700	5800010	085		
0000000131 - FORENSIC ANALYTICAL CONSULTING	14309664	2,571.11	IVSD0048 8	2,571.11	00000023 21	2,571.11	0100	0000000	0000	7200	5800010	071		
0000000184 - S&S BAKERY, INC.	14309665	69.25	1004331	69.25	00000021 96	69.25	1300	5310000	0000	3700	4700001	085		
0000000227 - GOLD STAR FOODS	14309666	63,379.36	2103244	63,379.36	00000022 00	63,379.36	1300	5310000	0000	3700	4700001	085		
0000000263 - SERVICEMASTER BY RAPID RESPONSE	14309667	1,078.15	4341-17	1,078.15	00000023 54	1,078.15	0100	8150000	0000	8100	5600005	070		
0000000284 - NELSON ADAMS NACO CORPORATION	14309668	62,886.26	7337	62,886.26	00000019 66	31,443.13	2110	9010000	0000	8500	6400000	012		
0000000284 - NELSON ADAMS NACO CORPORATION	14309668	62,886.26	7337	62,886.26	00000019 66	31,443.13	2110	9010000	0000	8500	6400000	016		
0000000309 - FULCRUM MANAGEMENT SOLUTIONS INC	14309669	20,000.00	INV0507	20,000.00	00000023 52	20,000.00	0100	0000001	1110	1000	5800010	061		
0000000433 - ROBINSON STEEL CO INC	14309670	3,002.00	15039259 83-641	3,002.00	00000022 62	1,327.63	2110	9010000	0000	8100	4400000	025		

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Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op. Unit	PY
0000000313 - ROBINSON STEEL CO. INC	14309670	3,002.00	15039259 83-641	3,002.00	00000022 62	1,674.37	2110	9010000	0000	8100	4400000	025		
0000000319 - FUTURE HORIZONS	14309671	338.09	00073735	338.09	00000023 20	169.04	0100	3327000	5770	1190	4300001	054		
0000000319 - FUTURE HORIZONS	14309671	338.09	00073735	338.09	00000023 20	169.05	0100	3327000	5770	1190	4300001	054		
000012 - CULVER-NEWLIN INC.	14309672	1,475,051.51	19474	735,313.05	00000018 00	735,313.05	2110	9010000	0000	8500	6400000	016		
000012 - CULVER-NEWLIN INC.	14309672	1,475,051.51	19624 & 19473	124,077.90	00000018 65	124,077.90	2110	9010000	0000	8500	6400000	016		
000012 - CULVER-NEWLIN INC.	14309672	1,475,051.51	19620 & 19619	103,318.25	00000018 66	103,318.25	2110	9010000	0000	8500	6400000	012		
000012 - CULVER-NEWLIN INC.	14309672	1,475,051.51	19612	512,342.31	00000017 99	512,342.31	2110	9010000	0000	8500	6400000	012		
000039 - DIXIELINE LUMBER CO	14309673	126.01	09-0100943	126.01	00000020 31	126.01	0100	8150000	0000	8100	4300007	070		
000146 - LAKESHORE	14309674	1,002.86	54224308 17	1,002.86	00000021 45	358.17	0100	0000001	1110	1000	4300001	061		
000146 - LAKESHORE	14309674	1,002.86	54224308 17	1,002.86	00000021 45	644.69	0100	0000001	1110	1000	4300001	061		
000717 - HOLLANDIA DAIRY INC.	14309675	13,419.70	2082993	13,419.70	00000022 01	13,419.70	1300	5310000	0000	3700	4700001	085		
000778 - SAFEWAY INC. - VONS DIVISION	14309676	330.96	804356-83117-2115	330.96	00000021 99	330.96	1300	5310000	0000	3700	4700001	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14309677	16,186.24	20122743-00	16,186.24	00000022 82	16,186.24	1300	5310000	0000	3700	4700002	085		
000809 - OFFICE DEPOT	14309678	2,507.50	PO#2232	2,426.32	00000022 32	172.29	0100	3327000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14309678	2,507.50	PO#2232	2,426.32	00000022 32	269.35	0100	3327000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14309678	2,507.50	PO#2232	2,426.32	00000022 32	392.19	0100	3327000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14309678	2,507.50	PO#2232	2,426.32	00000022 32	392.19	0100	3327000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14309678	2,507.50	PO#2232	2,426.32	00000022 32	392.19	0100	3327000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14309678	2,507.50	PO#2232	2,426.32	00000022 32	808.11	0100	3327000	5770	1190	4300001	054		
000809 - OFFICE DEPOT	14309678	2,507.50	21067708 91	81.18	00000022 03	81.18	1300	5310000	0000	3700	4300011	085		

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Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000829 - SIMPLEXGRINNELL LP	14309679	376.68	79661271	376.68	00000023 40	376.68	1300	5310000	0000	3700	6400003	085		
000982 - SHIRTS UNLIMITED LLC.	14309680	2,032.42	7852	2,032.42	00000022 06	2,032.42	1300	5310000	0000	3700	4300019	085		
001161 - HOME DEPOT	14309681	25.60	029182/20 10751	25.60	00000022 80	25.60	1300	5310000	0000	3700	4300007	085		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	187.49	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	187.49	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	187.49	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	187.49	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.95	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	00000020 90	374.97	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14309682	4,687.13	099- 015589	4,687.13	0000002									

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PINV0299 463	417.63	00000023 42	417.63	1300	5310000	0000	3700	4700001	085		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	30.17	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	38.79	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	52.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	54.63	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	80.81	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	96.98	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	99.13	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	254.29	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	354.50	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	523.67	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	680.76	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	969.75	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	1,045.18	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2097	5,638.56	00000020 97	1,357.64	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	8.79	0100	0000000	1110	1000	4300001	024		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	10.63	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	13.96	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	14.87	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	18.10	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	28.96	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	61.93	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	64.39	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	80.81	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	93.10	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	100.34	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	116.98	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	123.09	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	193.95	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	226.88	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	254.29	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14309686	8,078.22	PO#2263	2,022.03	00000022 63	261.83	0100	0000000	1110	1000	4300001	024		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	350.80	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	360.92	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	371.04	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	391.72	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	878.45	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	1,082.79	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	1,175.84	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14309688	9,454.21	11322889	9,454.21	00000023 19	1,440.28	0100	6500000	5770	1190	4300003	054		
004091 - PRUDENTIAL OVERALL SUPPLY	14309689	870.00	30680032	870.00	00000022 48	870.00	1300	5310000	0000	3700	5600005	085		
004203 - MEXAM ENTERPRISES, INC.	14309690	279.00	167607	279.00	00000022 08	279.00	1300	5310000	0000	3700	4300026	085		
004231 - PRO POWER	14309691	971.49	PRO-POWER	971.49	00000020 66	971.49	0100	0000000	0000	8200	4300014	069		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14309692	13,743.58	4079	447.75	00000022 28	447.75	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14309692	13,743.58	2371	13,295.83	00000021 91	13,295.83	1300	5310000	0000	3700	4700001	085		
004401 - OTAY MESA SALES INC.	14309693	1,713.22	30782A & 30782	1,713.22	00000021 81	554.07	0100	8150000	0000	8100	5600001	070		
004401 - OTAY MESA SALES INC.	14309693	1,713.22	30782A & 30782	1,713.22	00000021 81	1,159.15	0100	8150000	0000	8100	5600001	070		
004459 - BEST PLUMBING SPECIALTIES INC	14309694	1,077.56	5729531	1,077.56	00000020 36	1,077.56	0100	8150000	0000	8100	4300007	070		
004462 - GALASSO'S BAKERY	14309695	2,582.05	47217233 07	2,582.05	00000022 22	2,582.05	1300	5310000	0000	3700	4700001	085		
004467 - PICK UP STIX	14309696	2,681.50	E80024	2,681.50	00000023 44	2,681.50	1300	5310000	0000	3700	4700001	085		
004465 - IMAGE ONE CORPORATION	14309697	1,377.05	336096	1,377.05	00000023 43	1,377.05	1300	5310000	0000	3700	4300026	085		
004468 - FORWARD TABAS	14309698	70.00	SPEECH MEDICAL	70.00	00000020 94	70.00	0100	5640000	5001	3150	5800010	054		

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Report ID: APX2030

PeopleSoft Accounts Payable
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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004833 - SPARKLETT'S	14309699	181.78	15231732 082417	181.78	00000021 21	181.78	0100	00000000	0000	7200	56000005	071		
004834 - VMA COMMUNICATIONS, INC.	14309700	9,500.00	SYUSD17 JULY	9,500.00	00000023 50	9,500.00	0100	00000000	0000	7200	58000010	064		

Business Unit Total: \$1,748,147.44

1,667,133.12

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2017-09-22

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000261 - ATMOSPHERE CONSTRUCTION & DESIGN	14310429	3,018.99	WE-002	3,018.99	00000022 57	518.99	1300	5310000	0000	3700	5600005	085		
0000000261 - ATMOSPHERE CONSTRUCTION & DESIGN	14310429	3,018.99	WE-002	3,018.99	00000022 57	2,500.00	1300	5310000	0000	3700	5600005	085		
0000000262 - C&M RELOCATION SYSTEMS INC.	14310430	30,925.00	300244 - 300233- 300253- 300237	30,925.00	00000018 39	12,450.00	0100	0000000	0000	7100	5800010	064		
0000000262 - C&M RELOCATION SYSTEMS INC.	14310430	30,925.00	300244 - 300233- 300253- 300237	30,925.00	00000018 39	18,475.00	0100	0000000	0000	7200	5800010	071		
0000000278 - MOORE MEDICAL, LLC	14310431	2,688.37	99583133	2,688.37	00000019 20	2,688.37	0100	0000000	1110	1000	4300010	016		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	56.99	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	63.70	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	134.10	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	183.27	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	183.27	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	196.68	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	266.52	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	274.91	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	533.05	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	586.69	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	1,089.56	0100	6500000	5770	1190	4300003	054		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	1,153.26	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	1,213.61	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	1,376.76	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14310432	9,994.37	11316208	9,994.37	00000023 91	2,498.73	0100	6500000	5770	1190	4300003	054		
004464 - EDUCATION MANAGEMENT	14310433	5,990.00	30115	5,990.00	00000023 41	5,990.00	1300	5310000	0000	3700	5600005	085		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2233	723.00	00000022 33	723.00	0100	0000000	1110	1000	4300001	025		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2240	1,157.20	00000022 40	1,157.20	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2246	233.82	00000022 46	87.28	0100	0000000	0000	7200	4300011	071		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2246	233.82	00000022 46	146.54	0100	0000000	0000	7200	4300011	071		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	8.19	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	17.19	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	23.44	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	30.41	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	133.00	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	308.12	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2275	974.14	00000022 75	453.79	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	149.45	0100	0000000	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	45.89	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	55.12	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	59.74	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	68.87	0100	0300020	1110	1000	4300001	020		

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AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	68.94	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	73.54	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	278.28	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2274	936.93	00000022 74	137.10	0100	0000000	1110	1000	4300011	020		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2268	106.41	00000022 68	106.41	0100	8150000	0000	8100	4300011	070		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2302	21.79	00000023 02	21.79	0100	0000000	0000	7200	4300011	062		
004678 - AMAZON.COM, INC.	14310434	4,238.76	PO#2299	85.47	00000022 99	85.47	0100	0000000	1110	1000	4300011	020		
004790 - DOMINO EVENTS	14310435	685.00	2009414-10396946 5	685.00	00000023 99	685.00	0100	3010000	1110	2100	5200003	061		

Business Unit Total: \$57,540.49

03300: San Ysidro 2017-09-25

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000089 - BMR HEALTH SERVICES, INC	14310969	13,800.00	2406 & 2425	13,800.00	00000023 93	13,800.00	0100	6500000	5770	1190	5800010	054		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14310970	6,600.00	005554	6,600.00	00000023 98	6,600.00	0100	6500000	5770	1190	5800010	054		
0000000270 - VOYAGER SOPRIS LEARNING, INC.	14310971	17,575.38	1846455	17,575.38	00000023 27	2,584.61	0100	3010000	1110	1000	4300001	016		
0000000270 - VOYAGER SOPRIS LEARNING, INC.	14310971	17,575.38	1846455	17,575.38	00000023 27	7,236.92	0100	3010000	1110	1000	4300001	016		
0000000270 - VOYAGER SOPRIS LEARNING, INC.	14310971	17,575.38	1846455	17,575.38	00000023 27	7,753.85	0100	3010000	1110	1000	4300001	016		
0000000320 - CHILDSWORK CHILDS PLAY	14310972	704.83	317012A	704.83	00000023 22	167.65	0100	3327000	5770	1190	4300001	054		
0000000320 - CHILDSWORK CHILDS PLAY	14310972	704.83	317012A	704.83	00000023 22	537.18	0100	3327000	5770	1190	4300001	054		
0000000321 - TOBII DYNAVOS LLC	14310973	1,289.78	8486-OMI-00040483	1,289.78	00000023 23	429.93	0100	3327000	5770	1190	4300001	054		
0000000321 - TOBII DYNAVOS LLC	14310973	1,289.78	8486-OMI-00040483	1,289.78	00000023 23	859.85	0100	3327000	5770	1190	4300001	054		
000409 - SAN DIEGO UNION-TRIBUNE	14310974	392.60	00334990 0	392.60	00000023 79	392.60	0100	0000000	0000	7200	5800003	061		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		97.75	0100	0000000	0000	2100	5900012	054		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		291.25	0100	0000000	0000	2100	5900012	061		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		0.46	0100	0000000	0000	7100	5900012	064		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		31.61	0100	0000000	0000	7200	5900012	062		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		72.37	0100	0000000	0000	7200	5900012	071		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		168.82	0100	0000000	1110	1000	5900012	012		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
SERVICE														
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		97.98	0100	0000000	1110	1000	5900012	016		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		4.14	0100	0000000	1110	1000	5900012	018		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		215.28	0100	0000000	1110	1000	5900012	020		
00117A - UNITED STATES POSTAL SERVICE	14310975	987.48	METER	987.48		7.82	0100	0000000	1110	1000	5900012	025		
002102 - A-Z BUS SALES, INC.	14310976	4,093.55	A-Z BUS SALES	4,093.55	00000020 56	4,093.55	0100	0982000	0000	3600	4300023	074		
003377 - SOUTHWEST SCHOOL & OFFICE	14310977	223.34	PINV0314 001	223.34	00000021 73	6.59	0100	0000000	1110	1000	4300001	016		
003377 - SOUTHWEST SCHOOL & OFFICE	14310977	223.34	PINV0314 001	223.34	00000021 73	18.92	0100	0000000	1110	1000	4300001	016		
003377 - SOUTHWEST SCHOOL & OFFICE	14310977	223.34	PINV0314 001	223.34	00000021 73	23.27	0100	0000000	1110	1000	4300001	016		
003377 - SOUTHWEST SCHOOL & OFFICE	14310977	223.34	PINV0314 001	223.34	00000021 73	174.56	0100	0000000	1110	1000	4300001	016		
004747 - PRINCIPAL'S EXCHANGE	14310978	248,555.00	1261	248,555.00	00000023 72	3,300.00	0100	4035000	1110	1000	5800010	061		
004747 - PRINCIPAL'S EXCHANGE	14310978	248,555.00	1261	248,555.00	00000023 72	245,255.00	0100	4035000	1110	1000	5800010	061		
004899 - THE COLLEGE BOARD	14310979	10,800.00	EA741945 90	10,800.00	00000019 85	10,800.00	0100	4035000	1110	1000	5800010	061		

Business Unit Total: \$305,021.96

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Run Time 14:57:32 PM

03300: San Ysidro

2017-09-26

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000032 - CORODATA RECORDS MANAGEMENT, INC.	14311588	350.07	RS4344603	350.07	0000002107	243.52	0100	00000000	0000	7200	4300011	071		
000000032 - CORODATA RECORDS MANAGEMENT, INC.	14311588	350.07	RS4344603	350.07	0000002107	106.55	0100	00000000	0000	7200	5600005	071		
000000070 - SITEONE LANDSCAPE SUPPLY	14311589	119.10	82407565	119.10	0000002261	119.10	0100	00000000	0000	8200	4300014	069		
000000213 - ALFONSO V ERDMANN - BALTAZAR	14311590	230.00	15-16-17-18	230.00	0000002387	230.00	0100	00000000	0000	7200	5800010	064		
000041 - BEAR COMMUNICATIONS, INC.	14311591	738.42	WORDER S	738.42	0000002284	738.42	0100	00000000	1110	1000	4300011	024		
000043 - PRUDENTIAL OVERALL	14311592	202.54	PRUDENT IAL	202.54	0000002120	52.58	0100	0300070	0000	8200	4300014	069		
000043 - PRUDENTIAL OVERALL	14311592	202.54	PRUDENT IAL	202.54	0000002120	149.96	0100	0982000	0000	3600	4300023	074		
000069 - CITY TREASURER	14311593	4,489.22	WATER	4,489.22	0000002013	4,489.22	0100	00000000	0000	8200	5500004	069		
000106 - CHEVRON U.S.A. INC.	14311594	3,730.75	51402282	3,730.75	0000002004	1,644.85	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14311594	3,730.75	51402282	3,730.75	0000002004	84.25	0100	00000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14311594	3,730.75	51402282	3,730.75	0000002004	788.09	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14311594	3,730.75	51402282	3,730.75	0000002004	896.44	0100	00000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14311594	3,730.75	51402282	3,730.75	0000002004	317.12	1300	5310000	0000	3700	4300022	085		
000109 - COURTNEY TIME SERVICE	14311595	425.04	19365	425.04	0000002034	425.04	0100	8150000	0000	8100	4300007	070		
000130 - DUNN-EDWARDS CORP.	14311596	84.08	2068181316	84.08	0000002030	84.08	0100	8150000	0000	8100	4300007	070		
000133 - BUS WEST	14311597	128.14	BP157805	128.14	0000002064	128.14	0100	0982000	0000	3600	4300023	074		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
001510 - EWING IRRIGATION	14311598	226.11	4070254	226.11	0000002054	226.11	0100	00000000	0000	8200	4300014	069		
002536 - STANDARD PLUMBING & INDUSTRIAL	14311599	149.06	S1664700.002	149.06	00000002052	149.06	0100	81500000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14311600	344.30	1069-735756	344.30	00000002049	344.30	0100	81500000	0000	8100	4300007	070		
002770 - FLEETWASH INC	14311601	121.31	X-1130841	121.31	00000002081	121.31	0100	09820000	0000	3600	5600005	074		
002981 - TIFCO INDUSTRIES	14311602	534.04	71286994	534.04	00000002084	534.04	0100	09820000	0000	3600	4300060	074		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0329081	155.16	00000002324	155.16	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	13.42	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	15.21	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	17.91	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	21.35	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	23.51	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	25.89	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	55.26	0100	00000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328750 & PINV0324622	4,499.74	00000002296	55.26	0100	00000000	1110	1000	4300001	020		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	55.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	55.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	55.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	55.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	55.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	55.26	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	110.53	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	167.18	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	203.63	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	416.43	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	728.03	0100	0000000	1110	1000	4300001	020		
003377 - SOUTHWEST SCHOOL & OFFICE	14311603	4,654.90	PINV0328 750 & PINV0324 622	4,499.74	00000022 96	2,314.57	0100	0000000	1110	1000	4300001	020		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003622 - FASTENAL COMPANY	14311604	31.19	CACHU51109	31.19	0000002045	31.19	0100	8150000	0000	8100	4300007	070		
004056 - OPTIMUM FLOORCARE	14311605	531.18	429341	531.18	0000002127	531.18	0100	0000000	0000	8200	4300014	069		
004542 - MPC ELECTRONICS INC	14311606	1,081.63	269422	1,081.63	0000002169	1,081.63	0100	0000000	0000	7700	4300002	067		
004899 - THE COLLEGE BOARD	14311607	7,400.71	EA73874485	3,066.54	0000001978	647.15	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14311607	7,400.71	EA73874485	3,066.54	0000001978	2,419.39	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14311607	7,400.71	EA73857114	4,334.17	0000001981	862.86	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14311607	7,400.71	EA73857114	4,334.17	0000001981	3,471.31	0100	6300000	1110	1000	4100000	061		

Business Unit Total: \$25,571.79

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000012 - ANA BUSH	14312367	22.96	AUG2017/ MILES	22.96			1300	5310000	0000	3700	5200003	085		
000967 - ECONOMY RESTAURANT EQUIPMENT	14312368	10,411.30	CC163093	10,411.30	00000022 58	10,411.30	1300	5314000	0000	3700	6400003	085		
001161 - HOME DEPOT	14312369	2,781.60	HOME DP#69	198.42	00000021 29	198.42	0100	0000000	0000	8200	4300014	069		
001161 - HOME DEPOT	14312369	2,781.60	HOME DP#70	2,583.18	00000020 26	2,583.18	0100	8150000	0000	8100	4300007	070		
001295 - THE LIBRARY STORE, INC.	14312370	331.14	289122	331.14	00000022 39	34.02	0100	0000000	1110	1000	4300011	025		
001295 - THE LIBRARY STORE, INC.	14312370	331.14	289122	331.14	00000022 39	297.12	0100	0000000	1110	1000	4300011	025		
003143 - THE HOME DEPOT SUPPLY	14312371	4,370.99	91568647 42	4,370.99	00000020 46	1,136.18	0100	8150000	0000	8100	4300007	070		
003143 - THE HOME DEPOT SUPPLY	14312371	4,370.99	91568647 42	4,370.99	00000020 46	3,234.81	0100	8150000	0000	8100	4300007	070		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	12.41	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	12.41	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	23.23	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	29.14	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	39.31	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	59.48	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	139.21	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	159.30	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	161.37	0100	0000000	1110	1000	4300001	012		
004560 - US GAMES	14312372	799.64	90031082 8	799.64	00000021 79	163.78	0100	0000000	1110	1000	4300001	012		
004560 - LINARES	14312373	353.18	REIMBURSEMENT	353.18		353.18	0100	0300101	0000	7100	5200003	063		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
004814 - MARIA HALLMARK	14312374	29.07	REIMBURSEMENT	29.07		29.07	0100	0300020	1110	1000	4300001	020		
03146A - STOTZ EQUIPMENT	14312375	178.82	P37719	178.82	0000002147	178.82	0100	0000000	0000	8200	4300014	069		

Business Unit Total: \$19,278.70

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Accept donations valued at \$90.59 to help support and enrich our educational programs.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

Donations
\$90.59

(Amount)

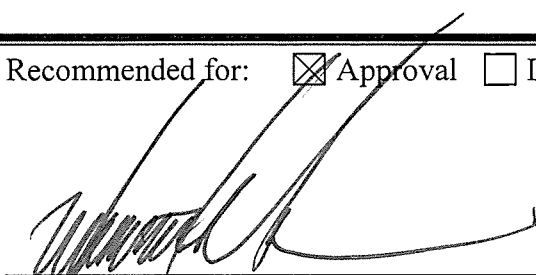
Cash/Checks Only
Donations Account

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

2017-2018 DONATIONS

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SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

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

BACKGROUND INFORMATION:

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

The synopsis below reports that from July 1, 2017 to September 30, 2017, the District has received no written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

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

RECOMMENDATION:

Accept the Report of William's Complaints for the first quarter, from July 1, 2017 to September 30, 2017 of the 2017-2018 school year for submission to the San Diego County Office of Education.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

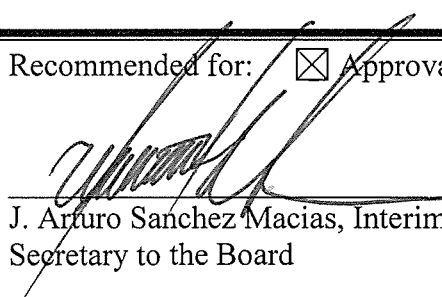
N/A

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH CULVER-NEWLIN FOR FURNITURE AND ACCESSORIES VIA A "PIGGYBACK" AGREEMENT WITH HAWTHORNE SCHOOL DISTRICT BID #13-14-1

BACKGROUND INFORMATION:

Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the original "Piggyback" bid contract.

On August 23, 2016, the Governing Board approved entering into a piggyback contract for purchases, warranty and installation of furniture, accessories and related products/items under the Hawthorne School District's Bid No. 13-14-1 which was partially awarded to Culver-Newlin.

Due to the reconfiguration and modernization projects at La Mirada and Smythe Schools, the District worked closely with Culver-Newlin to furnish both schools in such a short period of time. Culver-Newlin's team and District staff worked diligently to make sure both schools were fully furnished. The District received significant savings through this "Piggyback" contract. The expenses incurred for furniture, installation and accessories via a "Piggyback" agreement with Culver-Newlin and Hawthorne School District's Bid #13-14-1. The expenses total \$1,506,845.07 was paid from the building fund and Certificate of Participation proceeds.

RECOMMENDATION:

Information Only.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviews: _____

Financial Implications?

☒ Yes ☐ No

Are funds for this item included in the 2017-2018 Budget?

☒ Yes ☐ No

Requisition #: _____

\$1,506,845.07

(Amount)

Building Fund & COPs proceeds

(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Facilities and Transportation
Victor Guzman, Director

AGENDA ITEM: AGREEMENT WITH CULVER-NEWLIN FOR FURNITURE AND ACCESSORIES VIA A "PIGGYBACK" AGREEMENT WITH HAWTHORNE SCHOOL DISTRICT BID #13-14-1

BACKGROUND INFORMATION:

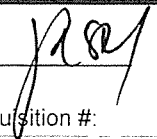
Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the original "Piggyback" bid contract.

The District wishes to acquire services such as purchase, warranty and installation of furniture, accessories and related products/items under the Hawthorne School District's Bid No. 13-14-1 which was partially awarded to Culver-Newlin. The District would receive significant savings if purchased through this "Piggyback" contract. The contract's term is valid from July 1, 2016 to June 30, 2017.

RECOMMENDATION:

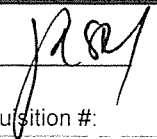
Approve/Ratify the agreement with Culver-Newlin for furniture and accessories via a "Piggyback" agreement with Hawthorne School District's Bid #13-14-1. All expenses will be paid from the general and redevelopment funds.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviews: 

Financial Implications?

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

Requisition #: 

☒ Yes ☐ No

☒ Yes ☐ No

TBD

(Amount)

General Fund / Redevelopment Fund

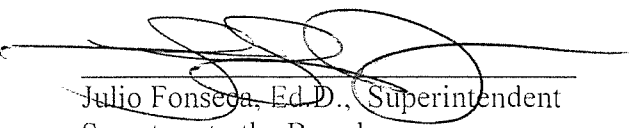
(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial

Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:


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

Hawthorne School District Minutes

Regular Meeting

May 17, 2017

6:00 PM

Hawthorne School District
14120 South Hawthorne Blvd.
Hawthorne, CA 90250

V. Consent Agenda

i. Approve Renewal of Bid No. 13-14-1, Furniture and Accessories.

Rationale:

On February 26, 2014 the Board of Trustees awarded multiple line items to Concepts School and Office Furnishings and Culver Newlin. It is requested that the Board of Trustees approve renewal of Bid No. 13-14-1, Furniture and Accessories. The bid was co-sponsored with Rowland Unified School District and has been widely used by school districts and other agencies within the State of California by virtue of its "piggyback" clause. Concepts School and Office Furnishings will not increase pricing, while Culver Newlin will increase their pricing by 5%, as allowed per contract terms. Pursuant to Education Code Section 17596, the contract may be renewed for one-year periods based on mutual agreement, not to exceed four additional renewal years. The term for this third renewal is from July 1, 2017 through June 30, 2018. As required by SB-854, both vendors are registered with the Department of Industrial Relations: registration numbers 1000005837(CSOF); and 1000003199(CN). Advertised: November 14, 2013 and November 21, 2013 in the Herald Publication and Challenge News.

Comments:

Recommended to the Superintendent by: Mara Pagniano, Assistant Superintendent, Business Services.

Financial Impact:

Funding Source: N/A

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: FRESH FRUIT AND VEGETABLE PROGRAM GRANT AWARD
NOTIFICATION - REVISED

BACKGROUND INFORMATION:

The Fresh Fruit and Vegetable Program (FFVP) is a reimbursement grant program that the U.S. Department of Agriculture (USDA) administers at the Federal level. At the State level, the California Department of Education (CDE) Nutrition Services Division (NSD) administers the FFVP and selects schools to receive a year-long grant (July–June) to implement the program. The purpose of this Federal assistance program is to provide an additional free fresh fruit or vegetable snack to students during the school day as a supplement to (and not part of) the School Breakfast Program (SBP) and National School Lunch Program (NSLP), and to teach students about good nutrition. The FFVP also encourages grantees to develop partnerships at the State and local level for support in implementing and operating the program.

The District's Nutrition Services Department was awarded the Fresh Fruit and Vegetable Program in the amount of \$41,902.00 to be received in two apportionments. The award is made contingent upon the availability of funds; henceforth, the first apportionment was amended due to a reduction in Federal funding from the U.S. Department of Agriculture. The program is offered at Sunset School.

SCHOOL	AMENDED 1ST ALLOCATION (JUL. 1 – SEPT. 30, 2017)	2ND ALLOCATION (OCT. 1, 2017 – JUN. 30, 2018)	Total Grant
Sunset Elementary	\$5,822.00	\$36,080.00	\$41,902.00

RECOMMENDATION:

Accept the Fresh Fruit and Vegetable Program Grant Award for 2017-18 in the amount of \$41,902.00 for the Nutrition Services Department.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

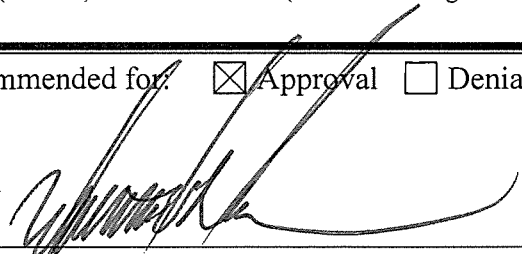
Grant Award
\$41,902.00
(Amount)

Fresh Fruit and Vegetable Grant
(Name of funding source and/or location)

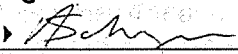
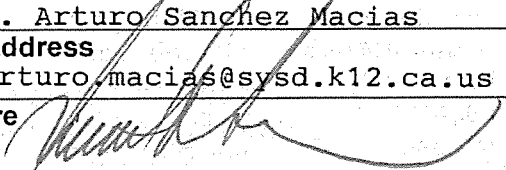
(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

Grant Award Notification

GRANTEE NAME AND ADDRESS Julio Fonseca, Superintendent San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173				CDE GRANT NUMBER			
FY		PCA		Vendor Number	Suffix		
17		14968		6837	00		
Attention Paloma Perez Bertrand				STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY San Diego	
Program Office Nutrition Services				Resource Code 5370		Revenue Object Code 8220	
Telephone 619-428-4476				INDEX 0190			
Name of Grant Program Fresh Fruit and Vegetable Program							
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$8,905.20	-\$3,083.20	\$5,822.00	1	7-1-17	9-30-17	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
Dear Superintendent Fonseca: This amendment is due to a reduction in federal funding from the U.S. Department of Agriculture for the Fresh Fruit and Vegetable Program's first allocation (July 1, 2017, through September 30, 2017). This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly. Please return this amended Grant Award Notification (AO-400) with original signature within 10 days to: Sauncerae Gans, Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901							
California Department of Education Contact Sauncerae Gans				Job Title Analyst			
E-mail Address sgans@cde.ca.gov				Telephone 916-323-6775			
Signature of the State Superintendent of Public Instruction or Designee 				Date 8/23/17			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.							
Printed Name of Authorized Agent J. Arturo Sanchez Macias				Title Interim Superintendent			
E-mail Address arturo.macias@sysd.k12.ca.us				Telephone (619) 428-4476			
Signature 				Date 08-06-2017			

Grant Award Notification (Continued)

Please note these very important Fresh Fruit and Vegetable Program (FFVP) Grant guidelines:

1. Grantees must follow all of the FFVP guidance issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE) as outlined in the FFVP Application Package for the 2017–18 school year.
 - The USDA's *FFVP Handbook for Schools* (December 2010) is available at <http://www.fns.usda.gov/cnd/ffvp/handbook.pdf>.
 - The CDE California FFVP Guidelines Web page is available at <http://www.cde.ca.gov/ls/nu/sn/caffvpguidelines.asp>.
2. Each grantee will receive their FFVP Grant award in **two allocations** during the July 1, 2017, through June 30, 2018, grant period:
 - **First Allocation: July 1, 2017, through September 30, 2017**
 - **Second Allocation: October 1, 2017, through June 30, 2018**

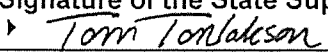
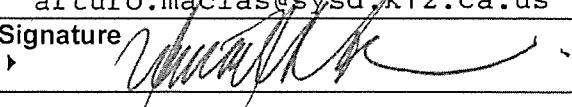
Please note that the initial Grant Award Notification (GAN) letter indicates a grantee's **First Allocation** only. This funding **must be spent by September 30, 2017**. Any unspent funds cannot be used after September 30, 2017, and will be returned to the USDA.

Prior to October 2017, the CDE will provide a second GAN letter to reflect the **Second Allocation** of funding. The grantee may spend these funds from **October 1, 2017, through June 30, 2018**. At the end of the grant period, all unspent funds will be returned to the USDA.

If the school food authority has any participating FFVP schools that have not implemented the FFVP by October 16, 2017, the CDE will amend the second allocation award of that school to zero dollars and remove the school from the FFVP.

3. Grantees must abide by the FFVP Grant award reimbursement process provided below:
 - Funds will not be disbursed until a reimbursement claim is submitted.
 - Grantees submit reimbursement claims on a monthly basis.
 - FFVP reimbursement claims must be filed within 30 days after the month for which a grantee is claiming reimbursement.
 - Any reimbursement claims submitted in excess of the grantee's total award amount will not be paid.
 - Grantees are responsible for monitoring their award budget to ensure that spending is consistent with allowable costs.
4. All grantees **must** participate in three FFVP Orientation Webinars (Program, Fiscal, and Claiming) in August 2017. Grantees will receive notice in July 2017 of the dates and times the Webinars will be offered.
5. At the end of the grant period, grantees will be responsible for completing a Final Progress Report, which will include information about the variety of fruits and vegetables served, frequency of snack service, snack delivery method, nutrition education offered, and partners assisting with FFVP implementation.

Grant Award Notification

GRANTEE NAME AND ADDRESS Julio Fonseca, Superintendent San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				17	14968	6837	01
Attention Paloma Perez Bertrand				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code	San Diego	
Telephone 619-428-4476				5370	8220	INDEX	
Name of Grant Program Fresh Fruit and Vegetable Program							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$36,080.00		\$36,080.00	0	10-1-17	6-30-18	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.582	7CA310CA1	Fresh Fruit and Vegetable Program			USDA		
Dear Superintendent Fonseca: I am pleased to inform you that you have been funded for the Fresh Fruit and Vegetable Program. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly. Please return the original, signed Grant Award Notification (AO-400) within 10 days to: Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901							
California Department of Education Contact				Job Title			
Sauncerae Gans				Analyst			
E-mail Address					Telephone		
sgans@cde.ca.gov					916-323-6775		
Signature of the State Superintendent of Public Instruction or Designee					Date		
					September 14, 2017		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent				Title			
J. Arturo Sanchez Macias				Interim Superintendent			
E-mail Address					Telephone		
arturo.macias@sysd.k12.ca.us					(619) 428-4476		
Signature					Date		
					09-25-17		

12B.6

Grant Award Notification (Continued)

Please note these very important Fresh Fruit and Vegetable Program (FFVP) Grant guidelines:

1. Grantees must follow all of the FFVP guidance issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE) as outlined in the FFVP Application Package for School Year 2017–18.
 - The USDA's *FFVP Handbook for Schools* (December 2010) is available at <http://www.fns.usda.gov/cnd/ffvp/handbook.pdf>.
 - The CDE California FFVP Guidelines Web page is available at <http://www.cde.ca.gov/ls/nu/sn/caffvpguidelines.asp>.
2. Each grantee will receive their FFVP Grant award in **two allocations** during the July 1, 2017, through June 30, 2018, grant period:
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4. All grantees **must** participate in three FFVP Orientation Webinars (Program, Fiscal, and Claiming) in August 2017. Grantees will receive notice in July 2017 of the dates and times the Webinars will be offered.
5. At the end of the grant period, grantees will be responsible for completing a final progress report, which will include information about the variety of fruits and vegetables served, frequency of snack service, snack delivery method, nutrition education offered, and partners assisting with FFVP implementation.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Willow School
Manuel Bojorquez, Principal

AGENDA ITEM: AGREEMENT WITH JUNIOR ACHIEVEMENT FOR BIZTOWN PROGRAM
FOR WILLOW SCHOOL

BACKGROUND INFORMATION:

The McGrath Family Junior Achievement (JA) BizTown is a 10,000 sq. foot mini-city in which kids discover how the "real world" works. Each day, hundreds of students become JA BizTown "citizens," where they work in one of 21 businesses, make personal financial decisions as well as for their business, hold business meetings, pay taxes and donate to charity. This interactive, project-based program not only teaches students how to manage their own personal finances and the importance of becoming a successful professional within our community, but it also empowers them to take responsibility for their professional and educational futures.

After weeks of curriculum and preparation in the classroom, students will learn how to be a citizen, how the economy works, how to apply for a job and run a successful business. Students will then visit the McGrath Family JA BizTown facility for a 4.5 hour simulated work day experience. Each citizen will have a job for the day, will participate in business and town meetings, will receive a paycheck, will manage a checking account, will purchase retail items to take home, will get a health check-up, and much more.

The 5th grade students from Willow School will participate in the JA BizTown Program on October 12, 2017 at a rate of \$23.00 per student. Willow School received a scholarship reducing the cost implications substantially.

School	Students	Date	Fees	Scholarship	District's Responsibility
• Willow	118	Oct. 12, 2017	\$2,714.00	\$1,886.00	\$828.00

RECOMMENDATION:

Approve/Ratify the agreement with Junior Achievement for 5th grade students from Willow School to participate in the McGrath Family JA BizTown Program at a cost of \$828.00 from the supplemental and concentration funds.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #: _____

☒ Yes ☐ No

☒ Yes ☐ No

\$828.00

(Amount)

Supplemental & Concentration

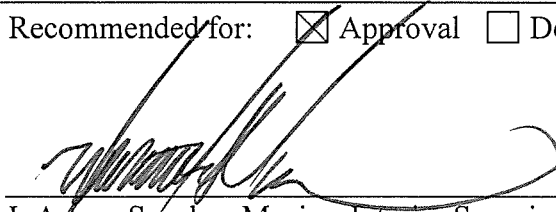
(Name of funding source and/or location)

(Funding account number)

Recommended for: ☒ Approval ☐ Denial

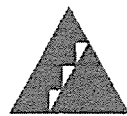
Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

100%

100% 18/18 Please Submit the Form.



Junior
Achievement®

JA BizTown®

The McGrath Family JA BizTown Program Agreement 2017-2018

Thank you for being a part of our BizTown program.

This Program Agreement is necessary to ensure all participants are committed and held accountable to their selected BizTown date. Please fill it out completely and accurately to ensure all necessary information is received in a timely manner.

School Information

School Name: *

Willow School

District:

San Ysidro School Distric

Your Reserved JA BizTown Date is: *

10 12 2017 
Month Day Year

PLEASE NOTE: The above reserved date is the date that you have selected during the open selection process, and has been confirmed by the BizTown Manager. Contact your BizTown Manager if you need to reschedule your date.

If your school is coming on two separate dates, please list the second date here:


Month Day Year

Arrival Time (time students will be at our facility) *

 :  
Hour Minutes

Departure Time (4.5hrs after your arrival) *

 :  
Hour Minutes

PLEASE NOTE! The arrival/departure times are **selected by the school** based on preference and bus availability. The earliest arrival is **8:00am** and the latest arrival is **12:00pm**.

Student Number: 118
*

PLEASE NOTE! The student number you specified above will be used to calculate your invoice total so be as accurate as possible.

- Any additional student growth will be invoiced separately
- We invoice off of the number of students that take part in the program, not just the ones who attend BizTown

Contact Information

Principal: *

Manuel	Bojorquez
<i>First Name</i>	<i>Last Name</i>

Principal Email: *

mbojorquez@sysd.k12.ca.us

Contact Teacher: *

Carmen	Luna
<i>First Name</i>	<i>Last Name</i>

Contact Teacher Email: *

cluna@sysd.k12.ca.us

Please list all teachers AND their email addresses below that will be teaching the curriculum: *

Carmen Luna cluna@sysd.k12.ca.us
Nancy Alvarado nalvarado@sysd.ca.us
Katie Bisaga kbisaga@sysd.k12.ca.us
Kayla Globerson
kayla.globerson@sysd.k12.ca.us

Financial Information

The fee for the BizTown program is **\$23/student**. This fee includes all of the materials, teacher trainings and the one day simulation at our facility. This cost **does not include** transportation fees or meals.

IMPORTANT, PLEASE READ BELOW:

Invoices will be sent 60 days prior to your BizTown date.

All payments MUST be received 30 days prior to your BizTown date.

Please select your preferred method of payment: *

- ☐ Check/Purchase Order
☐ Credit Card*

*If paying by credit card, please contact Rhonda Bell directly at rbell@jasandiego.org.

Make checks payable to:

Junior Achievement - JA BizTown

4756 Mission Gorge Place

San Diego, CA 92120

(Please include school name in memo section and/or invoice number)

Please send invoice to: *

- ☐ School
☐ District
☐ Sponsor
☐ Other

PLEASE READ:

Contact information for invoicing:

- School payment enter school contact information
- District payment enter district contact information
- Other funding sources enter appropriate information

Payment Contact Name: *

Manuel Bojorquez
First Name Last Name

Payment Address: * 226 Willow Road

Street Address

Street Address Line 2

San Ysidro
City

California
State / Province

92173
Postal / Zip Code

United States 
Country

Payment Contact E-mail *

mbojorquez@sysd.k12.ca.us

Volunteer Information

If you will need volunteer assistance for your BizTown visit please contact Claire Maunsell directly at cmaunsell@jasandiego.org.

Training & Materials

Do any teachers require BizTown Teacher Training? (New teachers to the program are required to attend a training) *

- ☐ Yes
☐ No

Materials will be available for pick up at our office once your Program Agreement has been submitted. Please contact Claire Maunsell directly at cmaunsell@jasandiego.org to set up a date and time for pick up.

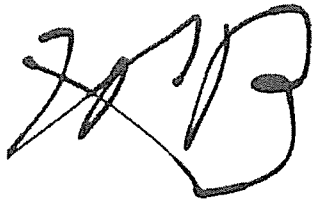
Signature

JA BizTown Programs Terms and Conditions *

☒ I agree *

By checking this box and signing below on behalf of our school, I understand all of the requirements and responsibilities asked of us as participants in the JA BizTown program. I agree to all terms and conditions within the JA BizTown Program Agreement, and verify that all of the information provided above is valid.

Contact Teacher Signature: *



[Clear](#)

If you have any questions or concerns please contact:

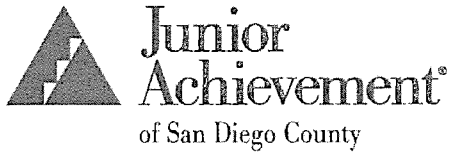
Deanne Markle, McGrath Family JA BizTown Manager

Direct 619.906.4905 Email dmarkle@jasandiego.org

or

Claire Maunsell, McGrath Family JA BizTown Administrative Coordinator

Direct 619.906.4914 Email cmaunsell@jasandiego.org



Invoice

Bill To
Willow Elementary 226 Willow Road San Ysidro, CA 92173

Date	Invoice #
9/6/2017	7646

Please make checks payable to:
Junior Achievement of San Diego
4756 Mission Gorge Place
San Diego, CA 92120

Terms	Due Date
Upon Receipt	9/6/2017

Description	Amount
BizTown Student Fees- 118 Students on 10/12/17	2,714.00
Scholarship Applied	-1,886.00
Thank you for your generous support!	
Payments/Credits	\$0.00
Balance Due	\$828.00

Your contribution may be tax deductible due to our 501(c)3 status. Please consult your tax advisor for more information. Our tax I.D. # is 95-1727087.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AMENDMENT TO C&M RELOCATION SYSTEMS AGREEMENT

BACKGROUND INFORMATION:

On May 30, 2017, the Governing Board awarded a Reconfiguration Relocation Project Bid to C&M Relocation Systems (C&M). Additional services were requested of C&M due to the massive movement of equipment and furniture throughout all of the schools, last minute staff/room changes, and the number of boxes per teacher that differed from the original agreement.

The District requested additional services from C&M as described below and included in this Amendment:

- Move items a second time due to incorrectly labeled items and the number of boxes per teacher exceeded the initial 10 boxes quoted.
- 40 movers for August 14, 2017 to assist with unpacking of teacher's items.
- Length of service to be determined - for storage of items at \$6,900.00/month. (Jul. - Nov. 2017)
- Deliver some items from storage to the District. (Estimate \$6,500.00)

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with C&M Relocation Systems for the Reconfiguration Relocation Project in the estimated amount of \$103,325.00 from the general fund.

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATED

\$103,325.00

(Amount)

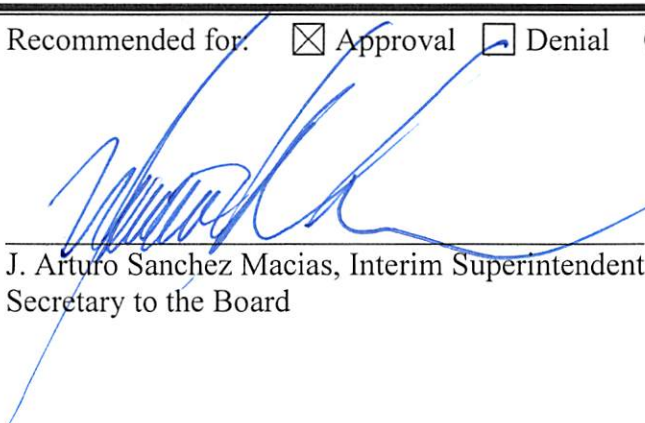
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board



Office * Biotech * Industrial * Machinery * Electronics * Storage

October 9, 2017

Jose Arturo Sanchez Macias
Bid Administrator
Business Services
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Araceli Sanchez, Purchasing
Department
Business Services
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Victor Guzman
Director Facilities, Maintenance,
Operations & Transportation
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Re: Reconfiguration Relocation Project Schools – Contract Amendment Information 1

Dear Jose, Araceli, Victor:

Thank you for the opportunity to provide you with a move cost proposal for the upcoming San Ysidro School District relocation project. We feel that it is important to provide customers with a background and knowledge of C&M Relocation Systems.

C&M Relocation Systems is an **owner-operated**, certified small business (#1730281). We own our facilities, equipment, vehicles and only employ full-time personnel. We do not use sub-contractors to perform our services. C&M Relocation Systems is a **full service company**. We offer commercial moving services and specialize in the relocation of offices, industrial facilities, bioscience facilities, heavy machinery and computer workstation relocations. In addition, we provide warehousing and storage services. C&M Relocation Systems was **created in 1986** as a commercial moving company and are proudly celebrating **twenty-five years in business**. C&M Relocation Systems has **long term move relationships** with Qualcomm, SAIC, Nokia, Sony, General Atomics, Lockheed Martin, Ericsson Wireless, The University of San Diego, the Department of Homeland Security, Cardinal Health, Clear Channel Communications and we put the Padres in Petco Park, to name a few. We are looking forward to the opportunity to develop the same long term relationship with you.

The San Ysidro School District relocation project **means a lot to us**, therefore, we are eager to earn your **trust** and prove ourselves to be your **preferred moving vendor**.

Sincerely,

Mick

Michael A. Mahaffey
President/CEO

8787 Olive Lane, Santee, CA 92071 P.O. Box 711417, Santee, CA 92072 **12B.8**
O: (619) 562-6111 F: (619) 562-6373 **Page 2 of 12**
www.cmtransfer.com

Cost Proposal

Section I – Additional Move Services (1)

Scope of Work: Move Services Performed at the request of Mr. Victor Guzman, Director Facilities, Maintenance, Operations & Transportation, San Ysidro School District (SYSD).
Services Included:

1. **See Attached Documentation at the End of this Contract Amendment Document.**
2. C&M Relocation Systems Return the Library Contents for La Mirada and Smythe Elementary Schools (Billed Per Contract);
3. C&M staff requested to return to SYSD to assist teachers following the individual teacher moves;
4. After C&M's staff has placed the items, as labeled, there have been several teachers who instructed the items to be moved to different classrooms. It appears that they were not properly labeled by the teachers;
5. Many teachers have had more than the initial 10 boxes quoted.

Services Requested: 08/07/2017
Service Order Signed by SYSD: 08/08/2017
Services Performed: 08/08/2017, 8/14/2017, 8/15/2017
Invoice Number(s) for Amount: #300216 for \$22,135.00

Price for San Ysidro School District Project Section I (1) \$ 22,135.00

Section II – Additional Move Services (2)

Scope of Work: Move Services Performed at the request of Mr. Victor Guzman, Director Facilities, Maintenance, Operations & Transportation, San Ysidro School District (SYSD).
Services Included:

1. **See Attached Documentation at the End of this Contract Amendment Document.**
2. Requested, by email, 40 movers on Monday, August 14, 2017 to assist teachers at all schools to unpack their items. Length of service is to be determined

Services Requested: 08/09/2017
Service Order Signed by SYSD: 08/10/2017
Services Performed: 8/14/2017, 8/15/2017, 8/16/2017, 08/19/2017, 08/20/2017
Invoice Number(s) for Amount: #300233 for \$13,350.00 /
#300237 for \$13,495.00

Price for San Ysidro School District Project Section II (2) \$ 26,845.00

Section III – Additional Move Services (3)

Scope of Work: Move Services Performed at the request of Mr. Victor Guzman, Director Facilities, Maintenance, Operations & Transportation, San Ysidro School District (SYSD).
Services Included:

1. Handle and Inventory all remaining assets stored in Semi-Trailer storage at C&M Relocation Systems;
2. Send Inventory Sheets to Mr. Victor Guzman for Decision;
3. Deliver back anything identified.

Services Requested: 08/21/2017
Service Order Signed by SYSD: 08/22/2017
Services Performed: 08/24/2017, 8/23/2017, 08/24/2017, TBD
Invoice Number(s) for Amount: #300244 for \$1,940.00 /
#300253 for \$2,140.00 /
#300255 for \$1,065.00 /
#TBD / \$TBD (Not to Exceed \$6500)

Scope of Work: Move Services Performed at the request of Mr. Victor Guzman, Director Facilities, Maintenance, Operations & Transportation, San Ysidro School District (SYSD).

Note(s):

1. **Additional requested items have been pulled, delivery still needs to be scheduled and invoiced. This service NOT TO EXCEED \$6,500.00.**

Price for San Ysidro School District Project Section III (3)

	\$ 1,940.00
	\$ 2,140.00
	\$ 1,065.00
	+ \$ TBD
	(Not to Exceed) \$ 11,645.00

Section IV – Storage Services

Scope of Work: Per the original contract, C&M Relocation Systems is storing multiple semi-trailers of SYSD assets. See the following table for storage fees:

Note(s): See Attached Documentation

Month	Invoice #	Amount
July 2017	288641	\$9,500.00
August 2017	300173	\$9,500.00
September 2017	300287	\$6,900.00
October 2017	300320	\$6,900.00
November	To Be Invoiced	\$6,900.00
Total Storage Billed:		\$ 39,700.00

Subtotal for San Ysidro School District Project Section V **\$ 39,700.00**

Section V – Administration (To Be Invoiced)

Scope of Work: Per the original contract, C&M Relocation Systems will charge a \$1,000 per pay period affected, administrative fee to cover all administrative functions of the project including:

Certified Payroll Processing

All Required Documentation to be Provided to San Ysidro School District

All other Miscellaneous Administrative Items

Dates of Service (Sections I – III above): 08/08/2017, 8/14/2017, 8/15/2017, 8/16/2017,
08/19/2017, 08/20/2017, 08/24/2017, 8/23/2017,
08/24/2017, TBD

Pay Periods Affected: August 7-20, 2017, August 21-September 3, 2017,
October 1 – 14, 2017 (Pending Approval)

Pay Periods Affected: 3

Subtotal for San Ysidro School District Project Section V

\$ 3,000.00

Summary of Estimate / Total Price

Item	Estimate / Price
Section I – Additional Move Services (1)	
Invoice # 300216	\$ 22,135.00
<i>Section I Subtotal</i>	<i>\$ 22,135.00</i>
Section II – Additional Move Services (2)	
Invoice # 300233	\$ 13,350.00
Invoice # 300237	\$ 13,495.00
<i>Section II Subtotal</i>	<i>\$ 26,845.00</i>
Section III – Additional Move Services (3)	
Invoice # 300244	\$ 1,940.00
Invoice # 300253	\$ 2,140.00
Invoice # 300255	\$ 1,065.00
*Invoice # TBD (Not to Exceed)	\$ 6,500.00
<i>*Section III Subtotal (Not to Exceed)</i>	<i>\$ 11,645.00</i>
Section IV – Storage	
July 2017 – Invoice # 288641	\$ 9,500.00
August 2017 – Invoice # 300173	\$ 9,500.00
September 2017 – Invoice # 300287	\$ 6,900.00
October 2017 – Invoice # 300320	\$ 6,900.00
November 2017 – To Be Invoiced	\$ 6,900.00
<i>Section IV Subtotal</i>	<i>\$ 39,700.00</i>
Section V – Administration (To Be Invoiced)	\$ 3,000.00
<i>Section V Subtotal</i>	<i>\$ 3,000.00</i>
<i>Total Price (Not to Exceed)</i>	<i>\$ 103,325.00</i>

***Note: Services Yet to Be Rendered and/or Invoiced. Not to Exceed \$6,500.00 Total**



Contract Holder

Contract GS-33F-017DA



Department of General Services
STATE OF CALIFORNIA

Certified Small Business #: 1730281



Letter of Intent

The components described in C&M Relocation System's proposal offers service features designed for the benefit of San Ysidro School District.

C&M Relocation Systems offers this proposal as our commitment to provide San Ysidro School District with the finest moving service available in the industry.

It will be our obligation and responsibility to continue communications to assess your needs further. However, should you need to contact us for any reason, feel free to call us at (619) 562-6111.

Please sign and return this page indicating your intent to use C&M Relocation System's for your moving needs and that you have read, understand and accept the terms and conditions of this agreement.

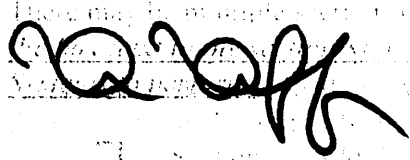
There may be multiple sections to your move cost proposal. **Please place a check mark within the box next to the section(s) of the move cost proposal that you would like C&M Relocation Systems to perform.**

☐ Section I – Additional Svcs. (1)	☐ Section IV – Storage
☐ Section II – Additional Svcs. (2)	☐ Section IV – Administration
☐ Section III – Additional Svcs. (3)	

Planned Move Date(s): _____

Thank you for the opportunity to serve your relocation needs.

Respectfully,



Mick Mahaffey, President
C&M Relocation Systems

*Authorized Signature
San Ysidro School District

Today's Date

*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

References for C&M Relocation Systems

Company: Arrowhead General Insurance Agency

Contact: Angelo Ecija

Phone: 760.845.3691

Note: C&M has been the preferred moving vendor for Arrowhead General Insurance Agency for 15+ years.

Company: Jones Lang LaSalle

Contact: Doug Cowan

Phone: 858.410.1236

Note: C&M has performed multiple large scale office moves for JLL for the last 15+ years.

Company: Urban Discovery Academy

Contact: Tony Romano

Phone: 619.788.4668

Note: August 2014, C&M completed relocation of their San Diego School. Letter of Recommendation available upon request.

Company: Leidos, (formerly SAIC) *managed by Jones Lang LaSalle*

Contact: Glenn Lindemer

Phone: 858.967.8605

Note: C & M has performed moving services for SAIC for the past 10 years.

Company: Qualcomm, Inc.

Contact: Julian Figueroa

Phone: 858.213.5957

Note: C&M has been a preferred relocation vendor for Qualcomm for over 20 years.

Move

- 1) The customer or the customer's agent will be present at origin and destination during the actual move. This representative will be authorized to make changes to the scope of the move.
- 2) This price includes moving and placing items once. Subsequent moving and re-handling may result in additional charges.
- 3) Unless otherwise noted in the proposal, this price is for **one (1)** delivery and pickup of office & industrial moving cartons or similar moving containers.
- 4) Unless stated within the scope of work, this cost proposal does not include electrical or mechanical disconnection and reconnection of any items.
- 5) This contract will apply only when the following conditions exist at both origin and destination facilities.
 - a) Exclusive and uninterrupted use of the agreed upon number of elevators at both facilities and adequate light, heat, air, and power.
 - b) All areas must be free of trash, debris or any other impediments to moving.
 - c) Construction, renovation, new furniture installation and decorating work must be complete and in such a state not to impede the move.
- 6) Any alterations or deviations from the specifications listed in this agreement may result in an adjusted price and is payable during the course of the terms of payment listed in this agreement.
- 7) Parking citations received during the course of the move will be remunerated by the customer.
- 8) Situations that are not in the direct control of C&M Relocation Systems such as occupancy issues, unforeseen traffic delays, accidents, severe weather, or acts of God may result in additional charges.
- 9) Changes in the sequence or scheduling of the move may result in an adjusted price at **time and material** rates.
- 10) Customer will adhere to the guidelines set forth in the scope of work provided by C&M Relocation Systems.

Transit Protection

- 1) It is the policy of C&M Relocation Systems to repair or replace any items damaged during the handling of your move up to the statutory limits of **sixty cents (60¢)** per pound per article. Additional valuation can be purchased.
- 2) Claims will not be valid unless:
 - a) Presented in writing within **five (5) working days** after completion of the move.
 - b) Payment is made in-full according to the terms of this proposal
- 3) C&M Relocation Systems reserve the right of first refusal to make all repairs.
- 4) The customer's employees are required to handle the move movement of all personal items such as wallets, purses, artwork photographs, cash box, small plants, personal electronic devises and any item or articles of extraordinary value.
- 5) C&M Relocation Systems assumes no liability for articles packed or unpacked by anyone other than C&M Relocation Systems, nor does the company assume liability for any concealed item, unless caused and accompanied by external damage.
- 6) No liability shall be provided for the mechanical or electrical derangement of computers, televisions, refrigerators, or other instruments or appliances unless otherwise evidenced by external damage to such equipment.
- 7) In the event a property manager requests a certificate of insurance of twenty-five (25) dollar administrative fee will apply. In the event that a waiver of subrogation is needed the following administrative fees will apply: Proposals up to \$10,000 are a \$300 fee. \$10,000-\$20,000 are a \$400 fee. \$20,000-\$40,000 are a \$500 fee. \$40,000-\$60,000 is a \$600 fee. Proposals greater than \$60,000 are to be determined.

Payment Terms

C&M Relocation Systems requires a **50% deposit** at the pre-move planning meeting and the **remaining 50%** at the start of the move, unless otherwise negotiated. If payment is not received at the start of the move, delays could occur. A change order for standby time will be issued. In the event of a change order during the project, an invoice will be created for the amount due. A finance charge of 1 ½ % per month will apply to late payments. If you choose to use the services of **Networx Relocation Group**, you will be invoiced separate from C&M Relocation Systems.

Letter of Intent

Once the Letter of Intent has been signed and returned the customer has agreed to have C & M Relocation Systems perform the Relocation. C & M Relocation Systems will set aside allotted manpower, equipment, and time slot for this move. Since C & M Relocation Systems has blocked off this time slot for your company and your company only and will turn down other possible projects, any cancellation of this project would result in C & M Relocation Systems being paid the total amount of the proposal.

Other Terms

1. C&M Relocation Systems will not be responsible for or held liable for the following:
 - a. Any interruptions or additional cost incurred caused by encountering unknown utilities or insufficient foundations.
 - b. Damage to curbs, streets, sidewalks, underground items or parking areas when access is required in these areas to complete the project.
 - c. Damage to existing driveways, flooring or structural damage to the building resulting from or caused by the weight of the items being moved or the weight of the equipment required to move the aforementioned items or the combination of the two.
 - d. C&M will use all care necessary to move particle board furniture safely but cannot guarantee its safety and will not be liable or responsible if it is damaged or breaks
 - e. C&M Relocation will use all necessary caution to move glass and marble safely but cannot guarantee its safety due to unforeseen stress fractures. Glass & Marble are not designed to be moved over time, therefore C&M Relocation will not be liable or responsible if it is damaged or breaks

Effective January 1, 2000 California reverted back to daily overtime rules. This means that we as the employer are obligated by law to pay: Time and a half for all hours worked more than (8) hours in one workday, or more than forty hours in one workweek.

Time and a half for the first (8) hours worked on the seventh day of work in that workweek.

Double-time for all hours worked in excess of (12) hours in one workday.

Double-time for all hours worked more than (8) hours on the seventh day of the workweek.

What this means to you as our customer, is if any C&M employee is assigned to your move project falls into the above hours worked they will be paid accordingly, and you will be billed accordingly. However, C&M will only pass on the additional cost that we incur or be in compliance with the Labor Laws. No additional profit is added or realized.

The following Overtime and Additional Charges will apply:

\$10.00 per hour for hours worked passed 8 hours in one day.

\$20.00 per hour for hours work passed 12 hours in one day and Sundays.

2. Boxes, Materials and Rental Equipment: The box count listed in the move quote is only an estimate. The boxes are offered at a rental rate of \$1.00 per box. In the event you require additional boxes an additional cost of \$1.00 per box will apply along with an applicable delivery charge. It is you the customer's responsibility to make C&M

aware of any boxes, materials or rental equipment left at you facility or facilities after the completion of the move. Failure to do so will result in rental charges or a purchase of boxes, materials or rental equipment. Client will be responsible to pay the higher cost (equipment rental vs. purchase price). In the event the before mentioned items are not returned within the allotted time the following charges will apply:

a. Box:	\$1.00 a week rental or \$2.50 to purchase.
b. Computer Bag:	\$2.00 a week rental or \$5.00 to purchase.
c. Zip Lock Bag:	\$1.00 a week rental or \$5.00 to purchase.
d. Tyga Bin:	\$5.00 a week rental or \$35.00 to purchase.
e. Tyga Wheel:	\$5.00 a week rental or \$60.00 to purchase.
f. Gondola:	\$15.00 a week rental or \$175.00 to purchase.
g. Library Carts:	\$15.00 a week rental
h. Speed Carts:	\$15.00 a week rental
i. Dolly:	\$5.00 a week rental or \$40.00 to purchase.
j. Picture Cart:	\$15.00 a week rental or \$175.00 to purchase.
k. Panel Cart:	\$15.00 a week rental or \$165.00 to purchase.
l. Pad:	\$3.00 a week rental or \$20.00 to purchase.

Other

1. Pricing is based on movement from the ground floor of the origin facility to the ground floor of the new facility, unless otherwise discussed. In the event that there is not an elevator at destination and stairs are used to complete the project, additional charges will be assessed. A change order will be issued. **Rescheduling of your move without a five day notice is subject to a thirty-five percent processing fee and costs of any rental equipment. Rescheduling of your move without 72 hour notice is subject to a fifty percent processing fee and costs of any rental equipment.**
2. If disputes relevant to this agreement require litigation, the prevailing party is entitled to recover all attorney fees, including collection costs.
3. This price is valid for ninety (90) days, at which time we would appreciate the opportunity to re-evaluate the scope of work and update our quote, if necessary.

General Lien For Changes: The company shall have a general lien upon any and all property now or hereafter delivered to or deposited with the company by the customer for the legal possessor of such property for all charges for transportation, storage, preservation of the property, and the performance of other services, also for all lawful claims for money advanced, interest, insurance, labor, weighing, coopering wrapping and other charges in relation to such property or any part thereof; also for all costs incurred and allowed to be recovered as reasonable expenses under the California Commercial Code or Civil Code in collecting said charges or enforcing its lien, or defending itself in the event that it is made a party to any litigation concerning said property. In the event of sale under this paragraph the company may retain out of the proceeds thereof an amount sufficient to pay all unpaid charges, plus interest thereon at the legal rate per month charged monthly will be made together with costs incurred in possession and foreclosure, including attorney fees.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:

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

The District is requesting reconsideration of the agreement with Gloria Gonzalez Photography. Services are only provided at the discretion/choice of the school principal.

RECOMMENDATION:

Approve the agreement with Gloria Gonzalez Photography for school year 2017-18.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☒ No

Commission

School Donation Account
or School's PTA

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for:

☒ Approval

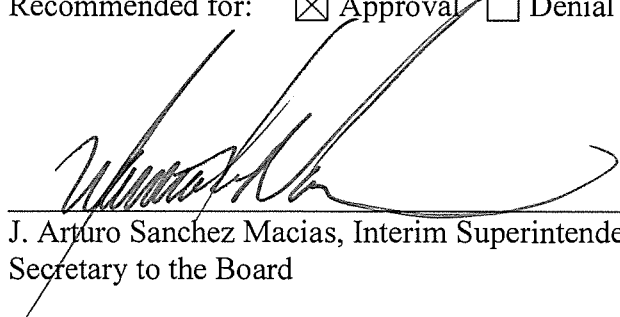
☐ Denial

Certification Requested

☐ Yes

☐ No

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Gloria Gonzalez Photography
Company/Consultant

(619) 409-2027

Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154
Address

fotografiagloria@gmail.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: October 13, 2017

To: June 22, 2018

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

12B.9

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

12B.9

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

12B.9

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Gloria Gonzalez Photography

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

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

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

12B.9

Signature _____ Date _____

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Monday, June 12th, 2017

EXHIBIT A

To whom it may concern,

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

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

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

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

Christmas Package:

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

Spring Package:

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

gloriagonzalezfotografia.com

Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria



Graduation Package:

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

For this School cycle we have a few package proposals:

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

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

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

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

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

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

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

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

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



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

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

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

Sincerely,
Gloria A. Gonzalez
of Gloria Gonzalez Photography

gloriagonzalezfotografia.com

Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria

San Ysidro School District Schools Picture Dates

Christmas pictures 2017

Date	School
November 7 th	Smyth Elementary School
November 8 th	Willow Elementary School
November 14 th	CDC Preschool
November 15 th	Oceanview Preschool
November 16 th	Sunset Elementary School
November 16 th	Sunset Elementary Szchool
Pending	Oceanview Elementary School
Pending	La Mirada

Spring/Easter pictures 2018

Date	School
February 23 rd	Smythe Elementary School
February 27 th	CDC Preschool
February 28 th	Oceanview Preschool
March 1 st	Sunset Preschool
March 1 st	Sunset Elementary School
March 2 nd	Willow Elementary School
Pending	La Mirada elementary School
Pending	Oceanview elementary School

Graduation pictures 2018

Date	School
May 8 th	Smythe Elementary School
May 9 th	Willow Elementary School
May 15 th	CDC Preschool
May 16 th	Oceanview Preschool
May 17 th	Sunset Preschool
May 11 th	Sunset elementary School
Pending	La Mirada elementary School
Pending	Oceanview Elementary School

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH MARJORIE BLOCK FOR 2017-2018 SCHOOL YEAR

BACKGROUND INFORMATION:

All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member district of the South County SELPA according to the policy, procedures and criteria which should all be read in conjunction with one another.

Ms. Marjorie Block, MS, OTR/L, one of the accepted Independent Educational Evaluators by South County SELPA, has been selected by the parents of a Special Education student, to provide independent occupational therapy assessment for their child, per Final Settlement and Release of Agreement under OAH Case #2017061028 dated August 17, 2017.

RECOMMENDATION:

Approve the agreement with Ms. Marjorie Block, OTR/L, to provide independent occupational therapy evaluation and attend Individual Education Program meetings for 2017-2018 school year at a cost not to exceed \$1,100.00 from the Special Education fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

Estimated

\$1,100.00

(Amount)

Special Education

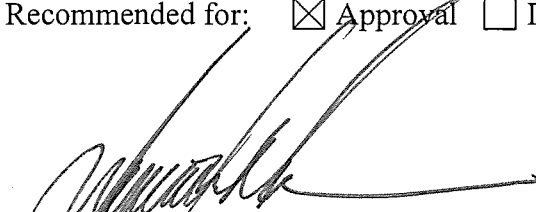
(Name of funding source and/or location)

0100-6500000-5770-1190-5800010-054

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Marjorie Block, MS, OTR/L
Company/Consultant

(619) 922-6480
Telephone Number

P.O. Box 60325 San Diego, CA 92166
Address

mpblock@gmail.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: October 13, 2017

To: June 30, 2018

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach, and data breach response costs for customer notification and credit monitoring service fees.

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4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	
Name:	Marjorie Block
Title:	MS, OTR/L
Address:	P.O. Box 60325
City/State/Zip Code:	San Diego, CA 92166
Telephone:	(619) 922-6480
Email:	mpblock@gmail.com

SAN YSIDRO SCHOOL DISTRICT

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DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Janette Ridgels
Title:	Interim Superintendent	Interim Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	arturo.macias@sysd.k12.ca.us	

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Marjorie Block, MS, OTR/L

Firm Name

Signature of Authorized Agent

Marjorie Block, MS, OTR/L

Print Name, Title

Date:

(619) 922-6480

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Interim Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A SCOPE OF SERVICES

Services include:

Independent occupational therapy evaluation and attending IEP meetings.

Total costs not to exceed \$1,100.00

//

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH CRIMSON CENTER FOR
SPEECH-LANGUAGE PATHOLOGY, INC.

BACKGROUND INFORMATION:

All students with an active Individual Education Program (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member district of the South County SELPA according to the policy, procedures and criteria which should all be read in conjunction with one another.

Crimson Center for Speech-Language Pathology, Inc., one of the accepted Independent Educational Evaluators by South County SELPA, has been selected to provide independent speech assessments for students who currently receive Special Education services as designated by the students' IEPs.

On January 26, 2017, the Governing Board approved the agreement with Crimson Center. The term of the agreement needs to be extended to the remainder of the current school year 2017-2018 or until completion of services at no additional cost to the District.

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with Crimson Center for Speech-Language Pathology, Inc. to extend the term of the agreement to school year 2017-2018 at no additional cost to the District.

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

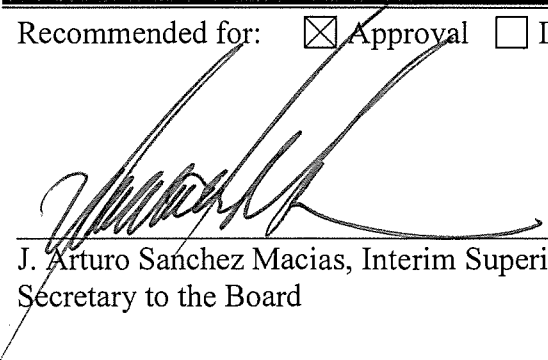
N/A

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

**PROFESSIONAL SERVICES AGREEMENT WITH
CRIMSON CENTER FOR SPEECH-LANGUAGE PATHOLOGY, INC.**

For Independent Educational Evaluations

AMENDMENT

This AMENDMENT is made effective on October 13, 2017, and it is made by and between Crimson Center for Speech-Language Pathology, Inc. hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

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

WHEREAS, the Consultant and District's current agreement dated January 27, 2017 currently provides speech evaluation services and participates in IEP meetings to present assessment results.

WHEREAS, the District would like to amend the term of the agreement for the remainder of the current school year 2017-2018 to complete services at no additional cost to the district.

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

Per Section 1.2 of original agreement:

The District would like to amend the term of the agreement for services being provided by Consultant. Services were not completed during the original agreement term 2016-17; therefore, the term of the agreement is extended to school year 2017-2018 at no additional cost to the District. All other terms and conditions on original agreement dated January 27, 2017 remain the same.

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

CONSULTANT:

Crimson Center for Speech-Language
Pathology, Inc.
9606 Tierra Grande, Ste. 107
San Diego, CA 92126
(858) 695-9415

DISTRICT:

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

Signature

Alyssa Trahan, Clinic Coordinator

Name & Title

alyssatcrimson@gmail.com

Email

Signature

J. Arturo Sanchez- Macias, Interim Superintendent

Name & Title

arturo.macias@sysd.k12.ca.us

Email

Date signed

Date signed

Board approved

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH DR. DANIEL NAHAS

BACKGROUND INFORMATION:

Danielle Nahas, Psy.D., a licensed Educational Psychologist, will be providing independent psychoeducational evaluation to a special education student per Final Settlement and Release Agreement. Services include evaluations, observations and interviews, report writing, testing feedback and will attend Individualized Educational Program meetings.

Cost implication will be \$3,500.00 for psychoeducational evaluation plus \$200.00 per hour for IEP meeting attendance.

RECOMMENDATION:

Approve the agreement with Dr. Daniel Nahas to provide an independent psychoeducational evaluation at a cost not to exceed \$3,700.00 from the Special Education fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

Estimated

\$3,700.00

(Amount)

Special Education

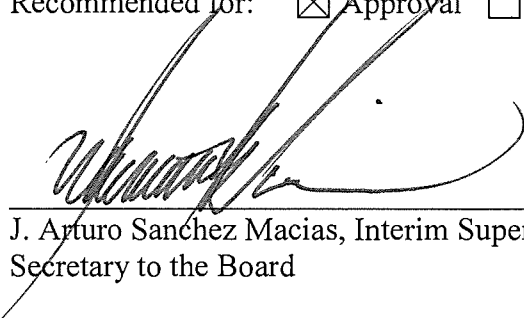
(Name of funding source and/or location)

0100-6500000-5770-1190-5800010-054

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Danielle Nahas, Psy.D.

Company/Consultant

(415) 902-7879

Telephone Number

300 West Beech Street-308, San Diego, CA 92101

Address

dr.daniellenahas@gmail.com

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: October 13, 2017

To: June 30, 2018

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

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District.

SAN YSIDRO SCHOOL DISTRICT

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	
Name:	Danielle Nahas
Title:	Psy.D.
Address:	300 West Beech Street #308
City/State/Zip Code:	San Diego, CA 92101
Telephone:	(415) 902-7879
Email:	dr.daniellenahas@gmail.com

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DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Janette Ridgels
Title:	Interim Superintendent	Interim Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3092
Email:	arturo.macias@sysd.k12.ca.us	Janette.ridgels@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Danielle Nahas, Psy.D.

Firm Name

Signature of Authorized Agent

Danielle Nahas, Psy.D.

Print Name, Title

Date:

(415) 902-7879

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Interim Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

12B.12

Signature _____ Date _____

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EXHIBIT A SCOPE OF SERVICES

Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback.

Cost implication: Psychoeducational Evaluation Fee: \$3,500.00

IEP Meeting Attendance: \$200.00

Total: \$3,700.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH LLOYD PEST CONTROL

BACKGROUND INFORMATION:

The District has staff that is certified on the procedures of pesticide chemicals and applications. At times, there is a need for assistance in order to cover all of our District's facilities needs. The District would like to have an agreement in place with Lloyd Pest Control to provide these services on a monthly basis for all kitchens, cafeterias and warehouse and the school sites in an "as needed basis." Services for gopher abatement maintenance are currently needed at two school sites as reflected below.

The annual cost for the services provided on a monthly basis is \$3,312.00 and for one-time services will be on an "as needed basis" based on quoted price at time of need. The gopher maintenance service is:

School	Monthly Maintenance Fee (twice a month service)
Willow School	\$425
Vista Del Mar School	\$425

RECOMMENDATION:

Approve/Ratify the agreement with Lloyd Pest Control for 2017-18 at an approximate cost of \$13,512.00 from the Child Nutrition and General funds.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$13,512.00

(Amount)

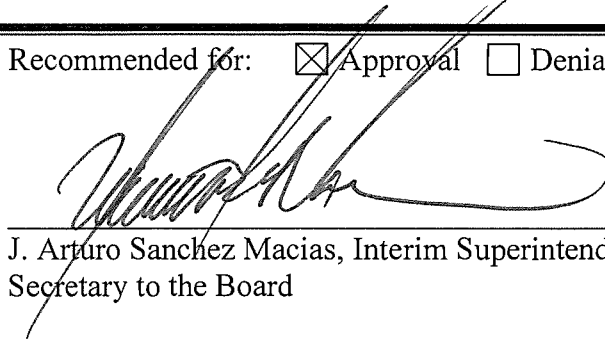
Child Nutrition & General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Lloyd Pest Control
Company/Consultant

(619) 344-2307 / Service (800) 223-2847
Telephone Number

935 Sherman Street, San Diego, CA 92110
Address

Anthony.enriquez@lloydpest.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 2017

To: June 30, 2018

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

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4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District.

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability: \$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	LLOYD PEST CONTROL, LLC
Name:	Anthony Enriquez
Title:	Account Manager
Address:	935 Sherman Street
City/State/Zip code:	San Diego, CA 92110
Telephone:	(619) 344-2307
Email:	Anthony.enriquez@lloydpest.com

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DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Interim Superintendent	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 X3065
Email:	arturo.macias@sysd.k12.ca.us	Victor.guzman@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Interim Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

12B.13

Signature _____ Date _____

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EXHIBIT A SCOPE OF SERVICES

Lloyd's Pest Control understands that 24-hour Warning postings and 72-hour Notices to District's parents and staff are required by California Ed. Code; therefore, Lloyd's will provide a 2-week notice to the District before performing any monthly/routine service or additional services that are requested by the District.

Furthermore, Lloyd's Pest Control will provide the Material Safety Data Sheets of the pesticide products they will be using during the school year (July 1 to June 30). This information is to be kept up-to-date at all times.

SCHOOL NAME	ADDRESS	AREAS MONTHLY SERVICED	MONTHLY COST	ANNUAL COST
Smythe School	1880 Smythe Ave	Kitchen Only	\$32.00	\$384.00
La Mirada School	222 Ave De La Madrid	Kitchen Only	\$32.00	\$384.00
Sunset School	3825 Sunset Ln	Kitchen Only	\$32.00	\$384.00
Willow School	226 Willow Rd	Kitchen Only	\$32.00	\$384.00
Ocean View Hills School	4919 Del Sol Blvd	Kitchen Only	\$32.00	\$384.00
Vista Del Mar School	4885 Del Sol Blvd	Kitchen Only	\$32.00	\$384.00
San Ysidro District Offices & Warehouse	4350 Otay Mesa Rd	Outside Rodent Control	\$52.00	\$624.00
San Ysidro Middle School	4345 Otay Mesa Rd	Kitchen Only	\$32.00	\$384.00
Preschool & Child Development Center	1880 Smythe Avenue	No Kitchen		
Sunset Preschool	3825 Sunset Lane	No Kitchen		
				\$3,312.00

ADDITIONAL SERVICES / PRICE SCHEDULE:

The current pricing for San Ysidro School District for monthly maintenance for pest control in the Kitchens at the schools and at the district office/warehouse is indicated above.

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Pricing for One-Time Pest Control Services for all schools and district offices should services beyond maintaining the kitchen areas are necessary in an "as needed basis". All pricing is for normal working hours Monday through Friday, 6:30 a.m.-3:30 p.m. and Saturday 8 a.m.-12 p.m.. After-Hours is available on request only and will be priced on a per case basis by Account Manager.

MAINTENANCE GUARANTEES – *Applies only to the monthly services to kitchens.*

- **7/24 SERVICE** – District will be able to reach a LLOYD customer response center 7 days a week/ 24 hours a day with services provided within 24 hours of service call.
- **RESPONSE GUARANTEE** – District will always be allowed FREE trouble calls. If there are any problems between regular monthly visits, District can call and Lloyd will send someone out at no additional charge per agreement.
- **RESULTS GUARANTEE** – After 90-days, if Lloyd's Pest Control is unable to solve a problem to the District's satisfaction, the next month's service is free.
- **FINE GUARANTEE** – After 90-days, if District is every fined by the County Health Department or other government agency for Lloyd's Pest Control inability to remove an infestation of roaches or rodents, Lloyd Pest Control will reimburse District for the full amount of the fine.
- **CUSTOMER GUARANTEE** – In order to keep the above guarantees in effect, District agrees to correct conditions that are reported that are found to be deficient and inconsistent with proper sanitation and; therefore, may lead to pest infestations. The District is entitled to these benefits/guarantees when the District complies with these conditions and maintains a current payment of service account. Failure to do so will void the above guarantees.

ONE-TIME WORK SERVICES & FEES:

All of the One-Time Work is given with a 30-Day Guarantee with the exception of Bee Service Treatments.

Ants, Roaches, Silverfish, Earwigs, Fleas

- \$125 - \$145 minimum
- Price will be determined by square footage and amount of buildings

Rodents

- \$195 - \$250 minimum
- Price will be determined by square footage and amount of buildings

Bird Mites

- \$350
- Price may be subject to adjustment if treatment area is on a larger scale above normal treatment footprint from past history. Account Manager will inspect and advise if price needs adjustment

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Gophers

School	Monthly Maintenance Fee (twice a month service)
Willow School	\$425
Vista Del Mar School	\$425

- Additional sites will be based on quoted price at time of need.

Bees

- \$150 - \$175 minimum (one or two story)
- If Bee hive is above 25ft. price will be quoted by Account Manager

Contact Person:

Anthony Enriquez, Account Manager

LLOYD PEST CONTROL / www.lloydpest.com / Direct: 619-344-2307 | Service: 800-570-2847

Approved by: DISTRICT: _____ LLOYD PEST CONTROL: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: REVISION TO TEACH FOR AMERICA, INC. – APPENDIX A

BACKGROUND INFORMATION:

Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap. Currently, the District has two teachers that were recruited from Teach For America, Inc.

The District would like to renew the agreement with Teach For America Inc. in order to have another source for recruiting teachers when there is a need. The term of the agreement is from 2017-18 to 2020-21 school years. The cost implication is an annual fee of \$5,000.00 for each teacher that is employed under this agreement up to two years from the date of such employment is to commence.

On May 11, 2017, the Governing Board approved the agreement with Teach for America, Inc.. The revision on Appendix A is to reflect the correct number of service years.

RECOMMENDATION:

Approve/Ratify the revision to Appendix A of the agreement with Teach For America, Inc. for District Educational Professional Services.

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

☒ Yes ☐ No

Are funds for this item available in the 2017-2018 Budget?

☒ Yes ☐ No

Requisition #

No change
\$5,000.00

(Amount)

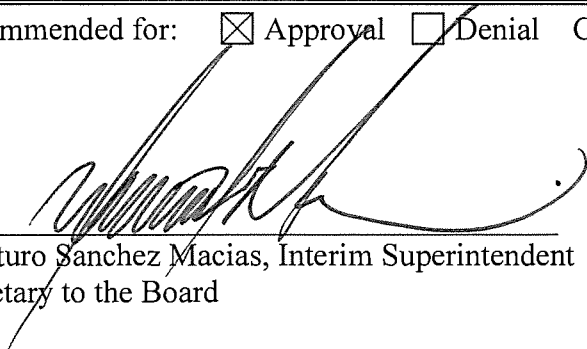
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

APPENDIX A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	AMENDED Academic Years of Employment
Special Education	To be determined	To be determined	2017-18, 2018-19, 2019-20
Science	Secondary	To be determined	2017-18, 2018-19, 2019-20
Mathematics	Secondary	To be determined	2017-18, 2018-19, 2019-20
Others if needed	To be determined	To be determined	2017-18, 2018-19, 2019-20

Fees shall be determined by the actual number of Teachers hired under this Agreement.

- i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
- ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
- iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH NINYO & MOORE GEOTECHNICAL AND
ENVIRONMENTAL SCIENCES CONSULTANTS

BACKGROUND INFORMATION:

Due to the reconfiguration and modernization projects, geotechnical and environmental surveys were recommended to make sure school sites met certain requirements.

On May 30, 2017, the Governing Board approved the services of Ninyo and Moore to conduct geotechnical and environmental surveys. The District wanted to ensure that all areas of the modernization projects at La Mirada and Smythe Schools were evaluated; therefore, requested additional services as indicated on the attached Agreement.

- Registered Roofing Observer (RRO) Services
- Supplemental geotechnical trial batching
- Overtime Premiums
- Continuing Services – include observation, inspection and testing services during completion of punch list items and preparation and submittal of final verified reports.

RECOMMENDATION:

Approve/Ratify the agreement with Ninyo and Moore for geotechnical, environmental, materials and roofing surveys at a cost not to exceed \$110,000.00 from the building fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$110,000.00

(Amount)

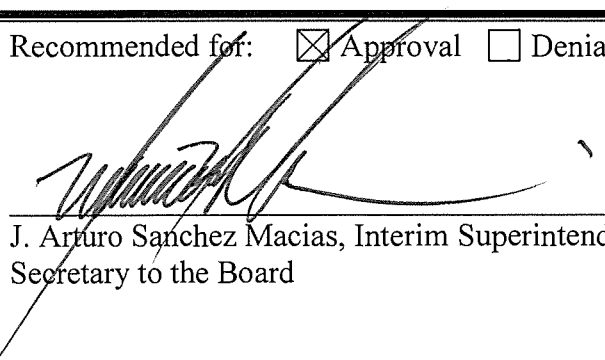
Building Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board



Geotechnical & Environmental Sciences Consultants

September 29, 2017
Project No. 108288004

Mr. Victor Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Budget Amendment Request for Geotechnical Observation, Special Inspection, and Materials Testing Services
Summer Modernization Projects
Smythe & La Mirada Elementary Schools
San Ysidro, California

Dear Mr. Guzman:

As we previously discussed, the fee for geotechnical observation, special inspection, and materials testing services of the subject project will exceed the budgeted amount presented in the Professional Services Agreement (PSA) dated June 13, 2017. We are therefore requesting a budget amendment for these additional services. In preparation of this budget amendment request, we have reviewed our services provided to date, our accounting records, and have discussed the anticipated remaining work with your Project Inspector and yourself.

Based upon our review of the inspection reports and correspondence regarding these services to date the budget is being exceeded for the following reasons:

- The School District requested Registered Roofing Observer (RRO) services, which were not in our original scope of work. As discussed with your office and the Architect, Ninyo & Moore subcontracts with an outside RRO. The District requested and authorized Ninyo & Moore to proceed with subcontracting with an outside RRO on June 20, 2017. The RRO services began June 26, 2017 and generally continued on a full-time basis through September 7, 2017. These services included overtime work (i.e., weekend work and/or more than 8 hours a day).
- In order to expedite the construction schedule, the contractor requested to cement-treat the subgrade soils in lieu of using aggregate base for the asphalt concrete pavements, which was accepted by the District. This was a change in design, which resulted in the need for supplemental geotechnical recommendations. In order to provide appropriate recommendations, trial batching was required. Trial batching consisted of sampling the exposed subgrade soils, adding various amounts of cement to the soil samples, fabricating compressive strength specimens, and evaluating the compressive strength of the cement-treated soil.

- To facilitate the short construction duration, the contractor's work schedule included weekend work and work days in excess of 8 hours. Our services in these instances were subjected to overtime premiums.
- Our continuing services will include observation, inspection, and testing services during completion of punch list items, and preparation and submittal of final verified reports.

CONTRACT SUMMARY

Based on the services we have provided to date and our remaining service, we anticipate we will exceed our initial budget by approximately \$110,000 (One Hundred Ten Thousand Dollars). This budget amendment request will amend the contract amount to \$210,000

.. We are continuing to provide services on the project in good faith that our services will be reimbursed. The contract history for this project is as follows:

Professional Services Agreement	\$	100,000
This Budget Amendment Request	\$	110,000
New Requested PSA Amount	\$	210,000

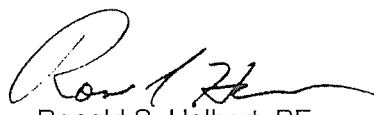
The estimate provided for this budget amendment request is based upon a review of the original contract, our services provided to date, and our understanding of the remaining work. If you are in agreement with this request, please forward an amendment to our PSA.

We appreciate this opportunity to be of service and our continued working relationship with the San Ysidro School District.

Respectfully submitted,
NINYO & MOORE



Gabriel Smith, PE
Project Engineer



Ronald S. Halbert, PE
Principal Engineer

GS/RSH/gg

Distribution: (1) Addressee (via e-mail) _____

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist.....	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist.....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 141
Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician*	\$ 100
Nondestructive Examination Technician*, UT, MT, LP	\$ 100
Pull Test Technician and Equipment*	\$ 102
Senior Field/Laboratory Technician*	\$ 92
Field/Laboratory Technician*	\$ 92
ACI Concrete Technician*	\$ 92
Concrete/Asphalt Batch Plant Inspector*	\$ 92
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 92
Technical Illustrator/CAD Operator.....	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist.....	\$ 73
Data Processing, Technical Editing, or Reproduction.....	\$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage.....	\$ 140 /day
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 15 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D, D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

Reinforcing and Structural Steel

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

Concrete

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

Asphalt Concrete

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

Aggregates

Clay Lumps and Friable Particles, C 142	\$ 160
Cleanliness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

Roofing

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH ALLSTATE SECURITY SERVICES, INC.

BACKGROUND INFORMATION:

The modernization and reconfiguration projects at La Mirada and Smythe Schools are being finalized as to the satisfaction of the District. The schools' new appearance and environment motivates our students and staff to enjoy these "new" campuses.

In order to safe guard these two campuses, new alarm systems are being installed. In the meantime, the District is utilizing the services of AllState Security Services Inc. to provide unarmed security and mobile patrol daily during the nights and weekends until the security alarms are in place. This supports legal responsibility of the Governing Board to provide for the safety and security of students, staff, and school district property.

- Unarmed Security: Regular Rate \$28 per hour / Holiday Rate may differ.

RECOMMENDATION:

Approve/Ratify the agreement with AllState Security Services, Inc. to provide security services at La Mirada and Smythe Schools at an amount not to exceed \$25,000.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

NOT TO EXCEED

\$25,000.00

(Amount)

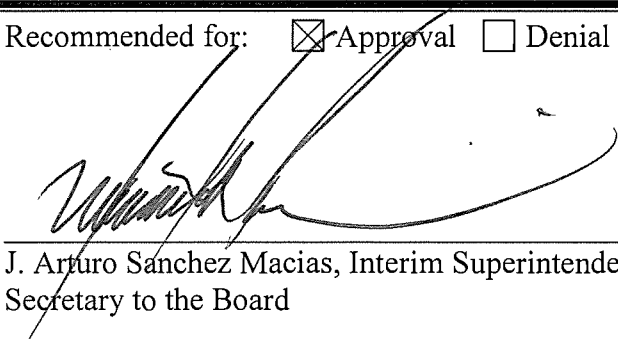
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October 2017, by and between the San Ysidro School District, hereinafter called the "District", and

AllState Security Services, Inc.

Company/Consultant

(888) 210-7333

Telephone Number

3895 Erma Road, Suite 207, San Diego, CA 92131

Address

Joe@AllstateSecurityService.com

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: August 17, 2017

To: "As needed"

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

12B.16

Page 2 of 17

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District in any way.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

12B.16

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

12B.16

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

P2B.16

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	ALLSTATE SECURITY SERVICES, INC.
Name:	Joe Faltas
Title:	Sales Director
Address:	3895 Erma Road, Suite 207
City/State/Zip Code:	San Diego, CA 92131
Telephone:	(888) 210-7333 Ext. 106
Email:	Joe@AllstateSecurityService.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Scott Lovelace
Title:	Interim Superintendent	District Security Manager
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3029
Email:	arturo.macias@sysd.k12.ca.us	Scott.lovelace@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

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

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____ **12B.16**

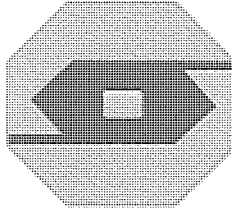
Signature _____ Date _____ **Page 10 of 17**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A
SCOPE OF SERVICES**

REFER TO ATTACHED PROPOSAL FROM
ALLSTATE SECURITY SERVICES, INC.



AllState
Security Services, Inc
We Will Always Secure You

Thank You for Choosing
AllState Security Services



Corporate Office:
3895 Erma Road,
Suite 207,
San Diego, CA 92131

AllstateSecurityService.com
1-888-210-7333
PPO: 17182

A Proposal For:

Scott Lovelace
4350 Otay Mesa Road
San Ysidro California 92173

Prepare for:

Scott Lovelace
619-750-6346

Prepare by:

Name: Joe Faltas
Email: Joe@AllstateSecurityService.com
Tel: (888) 210-7333 Ext. 106
Direct: (858) 284-7123
Fax: (858) 726-2680



About Us

About Us:

ALLSTATE SECURITY SERVICES, INC. offers trusted armed and unarmed on-site and patrol guard services to a variety of commercial markets including retail centers, residential communities, commercial sites, industrial buildings, construction sites, hospitality, financial institutions, warehouses, healthcare and educational facilities. Additionally, ALLSTATE have offices throughout Southern California in Los Angeles, Orange County, San Bernardino and Riverside With corporate office in San Diego.

Offices: San Diego, Orange County, Riverside, Los Angeles, San Bernardino.

Service Area: San Diego, Orange County, Riverside, Los Angeles and San Bernardino.

Dispatch Center: 24/7 On-Site in San Diego

State Licensing: State of California, PPO 17182.

Industry Affiliations: Better Business Bureau (BBB), American Society of Industrial Security (ASIS), California Association of Licensed Security Agencies, Guards and Associates (CALSAGA), Community Associations Institute (CAI), California Apartment Association (CAA), International Facility Managers Association (IFMA)

Residential and Commercial Services:

- Armed Security Guards
- Unarmed Security Guards
- Mobile Patrol Officers
- Parking Management
- Video and Surveillance Monitoring
- Alarm Response



- Free Risk Consultations
- 24 hours seven day week supervision
- Instant message and email notifications
- Online Daily & Accident Reports.
- 24/7 Dispatch and consultant team

Industries Served:

• Construction Sites	• Commercial Properties	• Residential Properties
• Healthcare Institutions	• Government Services	• Educational Institutions
• Financial Institutions	• Retail Centers	• Industrial Facilities
• Manufacturing Facilities	• HOA	• Office Parks

Why Us?

Our Core Values:

Our Honor, Integrity, Vigilance and Helpfulness to our clients and employees help us to provide a professional and unique security services for our customers.

Our management:

- Management team member with a minimum of 5 years of experience will be assigned to supervise your account
- \$3,000,000 insurance policy, in addition to a commercial auto insurance \$300,000
- We perform a periodical drug test on all our employees every 3 to 6 months, results will be available for any specific security officer or supervisor upon your request
- Our 24/7 dispatcher available
- Weekly reports will be sent directly to your email or fax machine
- Online reports including daily and incident reports with user access

Our Supervisors:

- Only supervisors with at least 3 years of experience will be assigned to the your account
- A marked company's car will be provided to patrol your location
- Regular site visits will be conducted by a supervisor, daily

Our security officer:

- Only security officers with at least two year of experience will be deployed to the your account
- Screening reports of backgrounds for each security officer/supervisor will be sent to your office upon request
- Each security officer will receive a minimum of 4-8 hours of onsite training
- Only security officers with good communication skills will be assigned for this project
- Security officers will provide a daily report based on activities taking place at the assigned location every 30 minutes, this report will be sent to your office on a weekly bases
- All licenses, such as CPR, that security officers may possess will be listed, and you will be notified of this list

Any further requirements or special requests will be provided upon your request

Scope of Work

Security Officer Job Responsibilities:

Maintains safe and secure environment for customers and employees by patrolling and monitoring premises and personnel.

Security Officer Job Duties:

- Secures premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.
- Obtains help by sounding alarms.
- Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers.
- Controls traffic by directing drivers.
- Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures.
- Maintains environment by monitoring and setting building and equipment controls.
- Maintains organization's stability and reputation by complying with legal requirements.
- Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques.
- Contributes to team effort by accomplishing related results as needed.

Security Officer Skills and Qualifications:

Lifting, Surveillance Skills, Deals with Uncertainty, Judgment, Objectivity, Dependability, Emotional Control, Integrity, Safety Management, Professionalism, Reporting Skills.

AllState Security Services, Inc.

Thank you

Thank you for your confidence in AllState Security Services. On behalf of the entire company, we can tell you that we are motivated by the opportunity that you give us to help you succeed and secure your operation. Delivering results that exceed your expectations is our top priority.

Over the years, we have remained dedicated to developing our people, strengthening our capabilities, and building trusting relationships with our clients and partners across San Diego. We also pride ourselves on providing superior talent to deliver high-quality protection aligned with the security objectives of our clients.

If there is anything that we can do to improve our service to you, I will listen. Please do not hesitate to contact me.

Joe Faltas

Sales Director

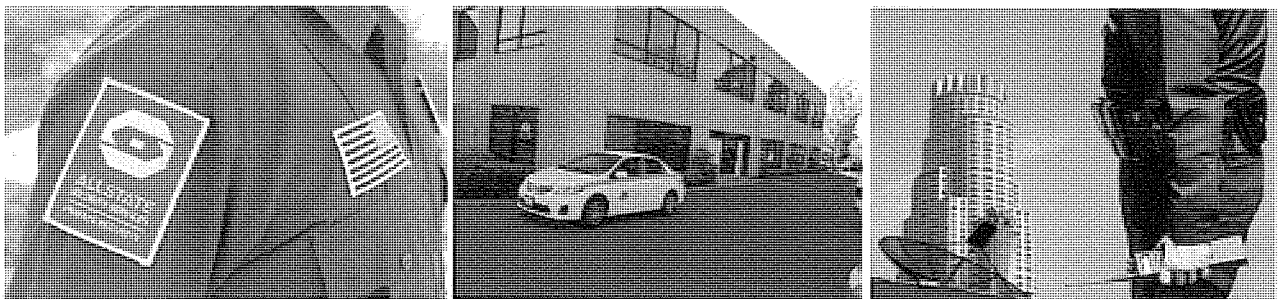
Our Clients



Thank you for choosing AllState security Services, Inc.

We Will Always Secure You

Our Consultant Team will follow up with you to see if you have any questions or need more information.



Pricing

Standing Guard Services			
Security Services	Rate	Hours per Day	Days per Week
Security Officer	\$28/Hour	10	1

Service instructions:

Included In Price		
Security Officer Benefits Supervision	Cell phone Uniform Training	Insurance Uniform Cleaning Allowance Marked Patrol Car as Needed

NOTES
The Holiday Rate: will apply in the following seven (7) holidays in the year: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Prices in this proposal are based on bid specifications provided to AllState Security Services and, will be valid for 30 days.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: FACILITIES USE AGREEMENTS WITH SOUTHWESTERN
COMMUNITY COLLEGE

BACKGROUND INFORMATION:

The San Ysidro School District (SYSD) in continued collaboration with the Southwestern Community College brings parents the opportunity for them to participate in Continuing Education classes/programs such as English as a second language. The Southwestern College will provide a teacher to instruct classes and the District will provide a room at each of the participating sites. Both parties agree to meet as often as required to run this collaboration thus providing the participating families the benefits of a great education.

The Facilities Use Agreement is for a 3-year term from July 1, 2017 to June 30, 2020. These classes will be offered at the Parent Resource Centers located at the District Office, San Ysidro Middle School, Smythe, and Willow Elementary Schools at no cost to the District and Southwestern Community College.

RECOMMENDATION:

Approve/Ratify the Use of Facilities Agreements with Southwestern Community College for the purpose of offering parents Continuing Education classes at no cost to the District.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

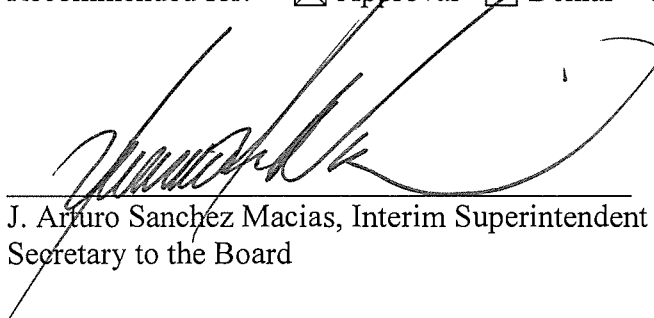
N/A

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board



**AGREEMENT BETWEEN
Southwestern Community College District AND
San Ysidro School District**

USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the "District") and the San Ysidro School District (hereafter referred to as "Facility") hereby enter into this Agreement for Use of Facilities and agree as follows:

1. Address of Facilities:

District Parent Resource Center
4350 Otay Mesa Road, San Ysidro CA, 92173

2. Facility:

- Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s)
- Will make facilities available on a semester to semester basis as agreed upon by both parties
- Will not charge the District rent for use of these facilities

3. District:

- Will use the facilities for instructional purposes only
- Will not sublet or assign use of the facilities to any third party
- Accepts the present condition of the facilities as "good" and agrees no alterations of a permanent nature will be made to the facilities
- Will upon termination of this Agreement, surrender the facilities in good condition, as defined above.

4. Term of Agreement: The period covered by this Agreement begins July 1, 2017 and terminates June 30, 2020.

5. Contact Persons:

Southwestern College

Dan Perusich
Director, Continuing Education
619-216-6631

San Ysidro School District

Francisco Mata
Coordinator, PR & Community Services
619-428-4476, ext. 3033

6. Insurance: Each party to this Agreement agrees to ensure that it currently has, or will procure, and will maintain in full force and effect during the life of this Agreement, adequate insurance covering its obligations and liabilities under this Agreement. Each party shall supply a certificate of insurance upon request.

7. Indemnification: Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees.

8. Termination: Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

Southwestern Community College

San Ysidro School District

By: _____
Kindred Murillo, Ed.D.
Superintendent/President

By: _____
J. Arturo Sanchez-Macias
Interim Superintendent

Dated: _____

Dated: _____

12B.17

Page 2 of 5



**AGREEMENT BETWEEN
Southwestern Community College District AND
San Ysidro School District**

USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the "District") and the San Ysidro School District (hereafter referred to as "Facility") hereby enter into this Agreement for Use of Facilities and agree as follows:

1. **Address of Facilities:**
San Ysidro Middle School - Parent Resource Center
4345 Otay Mesa Road, San Ysidro CA, 92173
2. **Facility:**
 - Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s)
 - Will make facilities available on a semester to semester basis as agreed upon by both parties
 - Will not charge the District rent for use of these facilities
3. **District:**
 - Will use the facilities for instructional purposes only
 - Will not sublet or assign use of the facilities to any third party
 - Accepts the present condition of the facilities as "good" and agrees no alterations of a permanent nature will be made to the facilities
 - Will upon termination of this Agreement, surrender the facilities in good condition, as defined above.
4. **Term of Agreement:** The period covered by this Agreement begins July 1, 2017 and terminates June 30, 2020.
5. **Contact Persons:**

<u>Southwestern College</u> Dan Perusich Director, Continuing Education 619-216-6631	<u>San Ysidro School District</u> Francisco Mata Coordinator, PR & Community Services 619-428-4476, ext. 3033
6. **Insurance:** Each party to this Agreement agrees to ensure that it currently has, or will procure, and will maintain in full force and effect during the life of this Agreement, adequate insurance covering its obligations and liabilities under this Agreement. Each party shall supply a certificate of insurance upon request.
7. **Indemnification:** Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees.
8. **Termination:** Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

Southwestern Community College

San Ysidro School District

By: _____
Kindred Murillo, Ed.D.
Superintendent/President

By: _____
J. Arturo Sanchez-Macias
Interim Superintendent

Dated: _____

Dated: _____



**AGREEMENT BETWEEN
Southwestern Community College District AND
San Ysidro School District**

USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the "District") and the San Ysidro School District (hereafter referred to as "Facility") hereby enter into this Agreement for Use of Facilities and agree as follows:

1. Address of Facilities:

Smythe Elementary School - Parent Resource Center
1880 Smythe Ave, San Ysidro CA, 92173

2. Facility:

- Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s)
- Will make facilities available on a semester to semester basis as agreed upon by both parties
- Will not charge the District rent for use of these facilities

3. District:

- Will use the facilities for instructional purposes only
- Will not sublet or assign use of the facilities to any third party
- Accepts the present condition of the facilities as "good" and agrees no alterations of a permanent nature will be made to the facilities
- Will upon termination of this Agreement, surrender the facilities in good condition, as defined above.

4. Term of Agreement: The period covered by this Agreement begins July 1, 2017 and terminates June 30, 2020.

5. Contact Persons:

Southwestern College

Dan Perusich
Director, Continuing Education
619-216-6631

San Ysidro School District

Francisco Mata
Coordinator, PR & Community Services
619-428-4476, ext. 3033

6. Insurance: Each party to this Agreement agrees to ensure that it currently has, or will procure, and will maintain in full force and effect during the life of this Agreement, adequate insurance covering its obligations and liabilities under this Agreement. Each party shall supply a certificate of insurance upon request.

7. Indemnification: Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees.

8. Termination: Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

Southwestern Community College

San Ysidro School District

By: _____
Kindred Murillo, Ed.D.
Superintendent/President

By: _____
J. Arturo Sanchez-Macias
Interim Superintendent

Dated: _____

Dated: _____

12B.17

Page 4 of 5



**AGREEMENT BETWEEN
Southwestern Community College District AND
San Ysidro School District**

USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the "District") and the San Ysidro School District (hereafter referred to as "Facility") hereby enter into this Agreement for Use of Facilities and agree as follows:

1. **Address of Facilities:**

Willow Elementary School - Parent Resource Center
226 Willow Road, San Ysidro CA, 92173

2. **Facility:**

- Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s)
- Will make facilities available on a semester to semester basis as agreed upon by both parties
- Will not charge the District rent for use of these facilities

3. **District:**

- Will use the facilities for instructional purposes only
- Will not sublet or assign use of the facilities to any third party
- Accepts the present condition of the facilities as "good" and agrees no alterations of a permanent nature will be made to the facilities
- Will upon termination of this Agreement, surrender the facilities in good condition, as defined above.

4. **Term of Agreement:** The period covered by this Agreement begins July 1, 2017 and terminates June 30, 2020.

5. **Contact Persons:**

Southwestern College

Dan Perusich
Director, Continuing Education
619-216-6631

San Ysidro School District

Francisco Mata
Coordinator, PR & Community Services
619-428-4476, ext. 3033

6. **Insurance:** Each party to this Agreement agrees to ensure that it currently has, or will procure, and will maintain in full force and effect during the life of this Agreement, adequate insurance covering its obligations and liabilities under this Agreement. Each party shall supply a certificate of insurance upon request.

7. **Indemnification:** Each party to this Agreement shall, to the extent permitted by law, indemnify, defend, and hold harmless the other party, its officers, agents, and/or employees from any and all liability claims and losses arising out of the performance of this Agreement, except that each party shall bear any liabilities or expenses arising in whole or in part from its own negligent acts or omissions or those of its officers, agents and/or employees.

8. **Termination:** Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

Southwestern Community College

San Ysidro School District

By: _____
Kindred Murillo, Ed.D.
Superintendent/President

By: _____
J. Arturo Sanchez-Macias
Interim Superintendent

Dated: _____

Dated: _____

12B.17

Page 5 of 5

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Sunset School
Efrain Burciaga, Principal

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF
EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM
6TH GRADE CAMP – SUNSET SCHOOL

BACKGROUND INFORMATION

Each year the Governing Board approves participation of the District's sixth grade students to attend a sixth grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Sunset School has selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth grade camp for school year 2017-18 and 2018-19. In entering a 2-year agreement, the District would receive a significant discount on the student fees/rates. In addition to the student fee, there is a per teacher daily rate of \$11.00 and daily per student insurance fee of \$0.28. The cost implications for the Sixth Grade Camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

	<u>Week of</u>	<u># Students</u>	<u>Rate</u>	<u>Estimated Cost</u>
2017-18	October 30, 2017	92 at \$120.00 ea.	\$120.00	\$11,040.00*
2018-19	TBD	92 at \$270.00 ea.	\$270.00	\$24,840.00*

* The above estimates do not include the insurance, teacher or transportation fees.

RECOMMENDATION:

Approve the 2-year agreement with the San Diego County Office of Education for Sunset School's six grade students to attend the Cuyamaca Camp at an estimated cost of \$38,000.00 from student fees, school fundraisers and supplemental & concentration funds.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATED
\$38,000.00

(Amount)

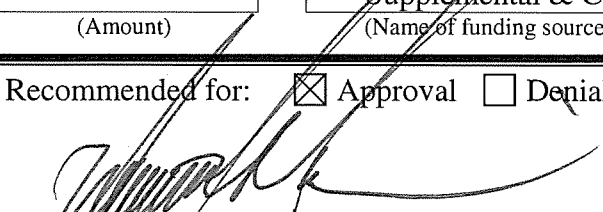
Student Fees, School Fundraisers and
Supplemental & Concentration

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

**AGREEMENT FOR PARTICIPATION AND SERVICES 2017-2018
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 4th day of October, 2017, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Sunset Elementary hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.
- (9) Availability of health and accident insurance of pupils and to notify the SCHOOL/DISTRICT of the pertinent information.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) Pay to the OFFICE, a "teacher fee" for each teacher in actual attendance at the encampment based on the daily Teacher rate stated in the Fee Schedule.
- (4) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) "Teacher fee" means the fee established by the OFFICE for each school year as the cost to cover teacher's food and lodging.
 - (c) Attendance for any portion of a day shall be counted a full day in camp.
 - (d) **No refund of fees shall be made for students sent home for disciplinary reasons.**

(5) Payments to OFFICE for all fees under this agreement shall be made as follows:

(a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.

(b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.

(6) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.

(7) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.

(8) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.

(9) Comply with the outdoor school schedule.

(10) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.

(11) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

(12) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. Participation Agreement shall be filled out each year of a multi-year agreement.

(13) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility

status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(14) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period and Termination

A. The term of this agreement shall commence on **July 1, 2017** and will continue through **June 30, 2019** based on the option chosen below.

B. Please initial one of the options below to determine the number of years for this agreement:

_____ 2 Year Agreement with the base fee and equity credit rate locked in for two years.

C. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2017-2018** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per student	\$120.00
5-day Program	Per student	\$270.00
Classroom Teacher Fee	Per Teacher/Per Day	\$ 11.00
Insurance	Per Student/Per Day	\$.28

** Discounts for Sunset Elementary

A one-time \$120 per student fee for attending 5-Day Camp in October 2017 is conditional on a commitment to a 2-Year Agreement. If a 1-Year Agreement is chosen, the fee will be \$200 per student.

B. The SCHOOL/DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. For multi-year contracts, the second and third year numbers cannot fluctuate more than 15% of the original year contract. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Sunset Elementary	92	80	5	10/30/17

Executed by the parties on the dates shown below their respective signatures.

School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Senior Director, Outdoor Education
Title

October 4, 2017
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH 3SCREENS.COM FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

The San Ysidro Middle School (SYMS) Principal would like to have 3Screens.com provide a presentation to all SYMS students during an educational assembly on November 27, 2017. The topic of the assembly is "Here and Now", this program consists on how to help students rise to the challenges that they face when they live and interact with other people. These challenges often call for awareness, creativity, courage and perseverance. Unfortunately there are more ways to do harm to others and to yourself more quickly than ever before, but there are more ways to help and heal as well. Music, action and other media will be used in a way that engages students and helps them focus on life-changing issues, including drugs and alcohol, bullying and overcoming obstacles.

RECOMMENDATION:

Approve the agreement with 3screens.com for an assembly program at San Ysidro Middle School to be held on November 27, 2017 at a cost of \$650.00 from Title I funds.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$650.00

(Amount)

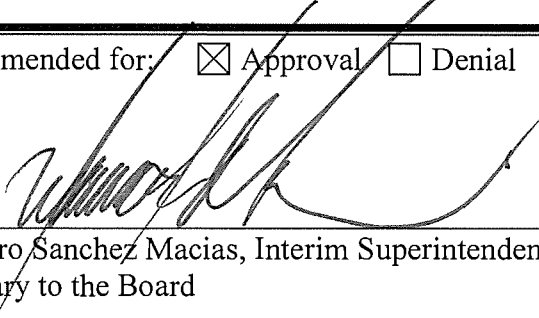
Title I

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

3screens.com
24039 Whitewater Dr.
Valencia, California 91354
888 229-4927 fax 888 789-6417

ML112717a650 9:18/10:12 HN
Maria Preciado maria.preciado@sbsd.k12.ca.us
San Ysidro MS
4345 Otay Mesa Rd
San Ysidro, CA 92173
(619)428-5551 FAX: (619)690-2837

ASSEMBLY PROGRAM CONTRACT

This written contract is to confirm and document the agreement entered into between 3screens.com and **San Ysidro Middle School.**

SPECIFICATIONS OF THE AGREEMENT

3screens.com is obligated to present the following production(s): **Here & Now or equivalent three-screen programs as agreed to by both parties**

To be presented on the following date(s) and time(s): **11/27/17 at 9:18am & 10:12am.**

The school or sponsoring group named above is obligated to the following:

I. Preparation and set-up:

- A. Verify in advance that there is adequate space for the presentation.
- B. Provide unhindered access to the showing location ninety minutes prior to the starting time, and for thirty minutes following the completion of the presentation(s).
- C. Identify and provide access to at least three separate 15 or 20 amp circuits.
- D. Cover any windows or skylights necessary in order to darken the showing location.
This should be completed before the arrival of 3screens.com technician(s).
- E. Provide a set-up crew of two to four persons (usually student volunteers) to assist in unloading, setting-up and tearing down equipment. This crew must be available one hour prior to the starting time, and for thirty minutes following the presentation(s).

II. Payment:

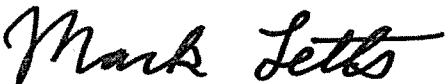
Payment in the amount of **\$650.00** will be made to 3screens.com for services rendered. **Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but would be appreciated.** Any unpaid balance is due at the completion of the presentation(s).

If applicable, insert **purchase order number** here: _____

III. Provisions:

- A. 3screens.com reserves the right to name and credit corporate and foundation sponsors in the production in order to defray production and distribution costs. Credit may include recognition on screen and/or by verbal announcement.
- B. This agreement may not be modified except by a written agreement signed by both parties.
- C. Both parties agree that 3screens.com will not be liable for delays or failures due to the elements, acts of civil authorities, strikes, fires, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to adjust the timing or reschedule the event.

This contract is based on the verbal agreement made on **8/28/17**, and is simply a written confirmation of that agreement. If 3screens.com does not hear from a representative of the school or sponsoring group within ten business days it will be assumed that all terms are acceptable in their totality. The school or sponsoring group will be responsible for payment in full even if the show is canceled by them. If no signed contract is returned within ten business days of the agreement date, 3screens.com then reserves the right to cancel without notice.

Signed  Date **8/28/17**
(3SCREENS.COM REPRESENTATIVE)

Signed _____ Date _____
(SCHOOL OR SPONSORING GROUP REPRESENTATIVE)

Please sign and return one copy and any other pertinent information within ten business days. **12B.19**

INVOICE

ML112717a

School and/or Sponsoring Group:
ML112717a650 9:18/10:12 HN
Maria Preciado maria.preciado@sysd.k12.ca.us
San Ysidro MS
4345 Otay Mesa Rd
San Ysidro, CA 92173
(619)428-5551 FAX: (619)690-2837

PLEASE REMIT TO:

3screens.com
24039 Whitewater Dr.
Valencia, California 91354
(888) 229-4927 FAX: 888 789-6417

AMOUNT DUE: \$650.00

Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but is valued.

You may retain this invoice and note the following for your records:

Check mailed with contract (amount): _____ check # _____

Balance due on day of showing (amount): _____ check # _____

Please write school name on all checks from districts!

TERMS: **Balance owed is due on or before the day of showing.**

Any questions regarding this invoice should be brought to the attention of 3screens.com within ten business days.

This invoice is based on the verbal agreement made on **8/28/17**. If 3screens.com does not hear from a representative of the school or sponsoring group within ten business days it will be assumed that all terms are acceptable in their totality. However, if a signed contract is not returned within ten business days of the agreement date, 3screens.com then reserves the right to cancel without notice.

The school or sponsoring group is responsible for full payment if the presentation date is canceled by them with less than eight weeks' notice.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Facilities and Transportation
Victor Guzman, Director

AGENDA ITEM: AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES

BACKGROUND INFORMATION:

Forensic Analytical Consulting Services will perform various types of environmental testing throughout the District that will protect the District from possible environmental issues that may arise. Forensic Analytical Consulting Services will test various District sites before starting any major maintenance or construction projects. These services will be utilized on an "as needed" basis.

RECOMMENDATION:

Approve/Ratify the agreement with Forensic Analytical Consulting Services at an amount not to exceed \$20,000.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition # from PeopleSoft: _____

☒ Yes ☐ No

☒ Yes ☐ No

NOT TO EXCEED

\$20,000.00

(Amount)

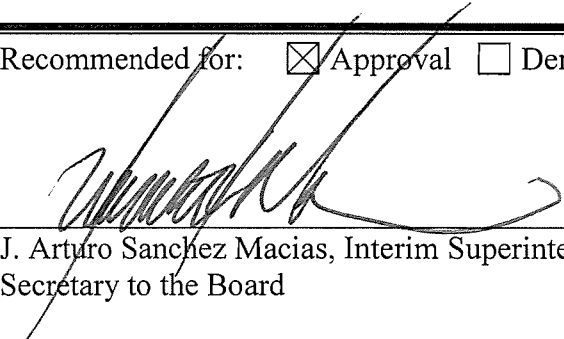
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of October, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Forensic Analytical Consulting Services (FACS)

Company/Consultant

Telephone Number

5080 Shoreham Place, Suite 205, San Diego, CA 92122

Address

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 2017

To: June 30, 2017 ("as needed")

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

12B.20

Page 2 of 11

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District.

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	Forensic Analytical Consulting Services (FACS)
Name:	Sharon Reeves
Title:	Chief Operations Officer (COO)
Address:	5080 Shoreham Place, Suite 205
City/State/Zip Code:	San Diego, CA 92122
Telephone:	
Email:	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Interim Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 X3065
Email:	arturo.macias@sysd.k12.ca.us	Victor.guzman@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Interim Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

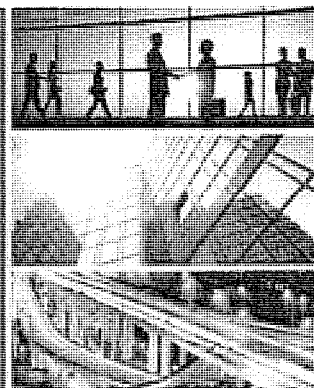
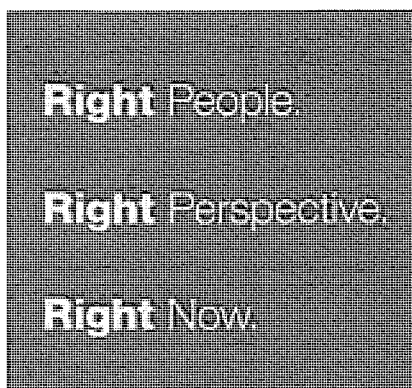
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Signature _____ Date _____

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LABOR RATES

DESIGNATION	HOURLY RATE
Sr.CIH/PhD/Toxicologist	\$265
CIH/Principal Scientist	\$235
Senior Project Manager	\$185
Project Manager	\$150
Project Specialist	\$120
Technician	\$105
Project Coordinator	\$105
Administrative Support	\$ 80



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*					

MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	\$175	\$140	\$125	\$75		
Non-Viable Bulk	\$125	\$115	\$75	\$55		
Total Coliform & E. Coli (MUG)		\$160	\$125	\$90		
Legionella Viable Culture						\$155

ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$24	\$22	\$20	\$18	\$16	\$14
PLM (bulk)	\$35	\$32	\$28	\$25	\$22	\$20
TEM (air)	\$280	\$200	\$175	\$150	\$125	\$100
Point Count – 400	\$125	\$100	\$90	\$80	\$75	\$70
Point Count – 1000/Gravimetry	\$250	\$200	\$180	\$160	\$150	\$140

OTHER	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$60	\$50	\$40	\$30	\$25	\$20
Particle ID – Wildfire Smoke	\$400	\$300	\$225	\$175	\$150	\$125

*Turnaround time = total business days to receive laboratory results after sample submission

MISCELLANEOUS

Mileage:	Cost plus 15%	Deposition/Testimony:	Labor Rate x 1.5
Reimbursables:	Cost plus 15%	Emergency Response:	Labor Rate x 2
Equipment and Consumables:	Cost plus 15%	Overtime:	Labor Rate x 1.5
Off-Hours Lab Opening Fee:	\$400		

2017 CA Standard Fee Schedule
Please contact us for a complete list of services.

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Sunset School
Efrain Burciaga, Principal

AGENDA ITEM: AGREEMENT WITH FEEDING SAN DIEGO FOR THE 2017-2018
SCHOOL PANTRY PROGRAM PARTNERSHIP - SUNSET SCHOOL

BACKGROUND INFORMATION:

The San Ysidro School District is partnering with the Feeding San Diego to bring free nutritious food to our students and their families through the School Pantry Program. Feeding America San Diego will deliver the food to participating school sites. The food will be stored at the school sites and distributed to families on a bi-weekly basis. This is a great collaborative effort and a great support to students and their families in need.

Feeding San Diego has approved to have these services at Sunset School for the term of August 1, 2017 to July 20, 2018.

RECOMMENDATION:

Approve the agreement with Feeding San Diego for the School Pantry Program at Sunset School during school year 2017-18. These services are provided at no cost to the students, families and District.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☐ Yes ☒ No

☐ Yes ☐ No

N/A

(Amount)

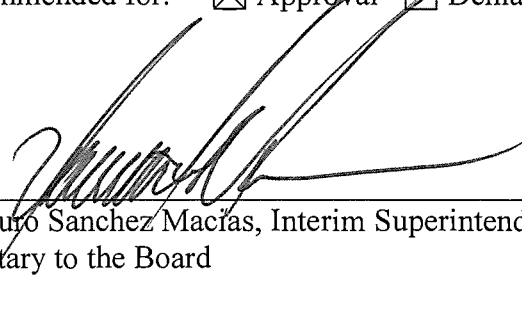
N/A

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board



SCHOOL PANTRY PROGRAM PARTNERSHIP AGREEMENT 2017-2018

FEEDING SAN DIEGO AGREES TO:

1. Identify and procure staple food items, produce, and supplies necessary for the operation of the School Pantry Program.
2. Provide or coordinate training opportunities for pantry coordinators staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
3. Schedule an Annual School Partner meeting to facilitate communication and information sharing between FSD and school partners.
4. Provide a primary contact for the School Pantry Program from FSD staff to provide oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
5. Provide CalFresh outreach and nutrition education and/or cooking demonstrations when available.
6. Ensure that program partner meets national and local School Pantry Program objectives and compliancy standards through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
7. Delivery monthly communication to all school partners relaying updates and network opportunities.

.....
THE UNDERSIGNED PRINCIPAL OF Sunset Elementary (NAME OF SCHOOL)—HEREINAFTER
REFERRED TO AS "SCHOOL PARTNER"—AGREES TO ABIDE BY THE FOLLOWING FEEDING SAN DIEGO POLICIES:

1. Ensure that the site complies with all applicable federal and local statutes, ordinances, and regulations.
2. Abide by all Feeding America and Feeding San Diego compliancy standards regarding program administration and food safety.
3. Operate the School Pantry Program throughout the duration of the program year, which runs from August 1, 2017 to July 20, 2018.
4. Provide a primary and a secondary school coordinator, at least one of which who will be present at every distribution, who will serve as contacts for any issues related to the pantry.
5. Recruit and train 8-10 volunteers to support the operations of the program.
6. Host a bi-weekly distribution of groceries open to all families in the school using the "client choice" distribution model. The distribution dates and times will remain consistent during the course of the program year.

7. Distribute FSD product regardless of race, ethnicity, religion, gender, politics, or sexual orientation.
8. Submit monthly reports (*using link provided by FSD*) no later than the 5th of the month following the distribution (For example: The report for all distributions in April would be due no later than May 5th.)
9. Allow FSD staff to conduct, at a minimum, one annual monitoring visit to ensure proper food storage and handling in the pantry area.
10. Not allow FSD items to reenter commercial channels, which would include selling, transferring, or bartering items in exchange for money, property, or services. In addition, the food cannot be used for other school programs or given to staff or non-participating students.
11. Attend relevant trainings and meetings provided by FSD on an as needed basis, including the mandatory Annual School Partner Meeting.
12. Safely handle and store pantry food items in accordance to the "Quick Food Safety Guidelines" (*to be provided by FSD*).
13. Make available to clients any nutrition education information that FSD provides.
14. Make available to clients FSD-supplied information about other food assistance programs, such as, CalFresh (formerly known as food stamps), and other emergency food pantries. In addition, the school partner will coordinate with FSD to host CalFresh workshops at the pantry site.
15. Post and/or distribute branding materials of FSD and school pantry. This can include, but is not limited to, any of the following: wall signage, brochures and reference info, branded bags, photo releases on pre-scheduled days, and permission to announce partnership in all mediums.
16. Receive product from FSD only in the quantity necessary for the program, as determined by FSD through numbers reported.
17. Not distribute food to any other agency or entity.
18. Respond, in a timely manner, to any requests by FSD for client stories, photos, or other requests for marketing purposes.
19. Abide by all FSD guidelines for pallet and RPC stacking and pick-up (*to be provided by FSD*).
20. Notify FSD immediately of any changes in staff or administration which could affect the operation of the School Pantry.
21. Ensure that all staff and volunteers coming into direct and regular* contact with children through the program are processed and cleared through a yearly background check. Proof of all background checks must be documented and will be verified by FSD staff during the monitoring visit.

*Regular contact is defined as three or more occurrences. Therefore, all volunteers who serve—or intend to serve—three or more times during one academic year must be background checked.

I have read, reviewed, understand, and agree to abide by all of the above terms. I understand that violation of any of the policies or conditions of this agreement may result in the loss of the program privileges. I understand that this agreement is voluntary and that either party may terminate the agreement by notifying the other party in writing not less than 30 days prior to the desired date.

School Principal Signature

Date

School Coordinator Signature

Date

Director of Programs Signature

Date

San Ysidro School District

J. Arturo Sanchez Macias
Interim Superintendent

Date
Board Approved:



PARTNER SCHOOL PROFILE: 2017- 2018

Program (Select One): ☐ BackPack ☒ School Pantry

School: Sunset Elementary School		School District: San Ysidro School District	
Principal: Efrian Burciaga		School Phone #: (619) 428-1148	
Street Address: 3825 Sunset Lane			
City: San Ysidro, CA		Zip Code: 92154	School Hours: 8:15-2:45pm
Site Coordinator (name, title): Erika Meza			
Email: emeza@sbsd.k12.ca.us		Phone # (and ext.): (619)428-1148 ext.3657	Work Hours: 7:30-5:00pm
Secondary contact (name, title): Karina Kaai			
Email: maria.kaai@sbsd.k12.ca.us		Phone # (and ext.): ext. 3641	Work Hours: 7:30-4:00pm

Total student enrollment: ~750

Total anticipated student program participation: 400

Free and reduced-price meal rate: 100%

Top languages spoken at your school: Spanish and English

Delivery Request and Distribution Schedule

☒ Please check this box if you would like to keep the same delivery times from the 2016- 2017 school year.

☐ Please check this box if you would like to change your delivery times for the 2016- 2017 school year. Please include below the top 3 times you would like for your delivery in 2017- 2018:

1. _____
2. _____
3. _____

Our distribution start and end date will be: _____

Please list all school holidays here (or attached district calendar):

2017-2018 school calendar attached



Preferred method of communication:

☒ Email

☐ Telephone

☐ No preference

Best time of day to be reached:

☐ Morning

☐ Afternoon

☒ No preference

Please describe your school's staff and/or volunteer support. (i.e. number of people, type of involvement, frequency, etc.)

We have an active PTA and parent volunteers daily and have anywhere from 10-15 volunteers for our pantry days.

Does your school receive food assistance, or other social, services from other organizations (i.e. churches, non-profits, food banks, etc.)? If so, please describe the services.

At this time we do not receive any other services.

If there is any additional information you would like to provide, please provide it here.

Please contact Sam Duke, Kid Programs Coordinator for Feeding San Diego, at (858) 452-3663 ext. 116 or sduke@feedingsandiego.org with any questions or concerns.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD –
PRESCHOOL & CHILD DEVELOPMENT PROGRAMS

BACKGROUND INFORMATION:

The California Code of Regulations (CCR), Title 5, Division 1, Chapter 16, Subchapter 2, Article 2, Section 16027 states: Unless otherwise specified in this chapter, all Class 3 Disposable Records shall be destroyed during the third school year after the school year in which they originated.

The list of documents below are considered to be Class 3 and have been retained beyond the legal period as listed on the CCR above and on the Records Retention Manual. There is no further need to retain these records in the District. Documents listed are dated from 2009/10 to 2012/13 and will be destroyed through *Corodata* at estimated cost of \$6.25/box (36 boxes).

- Attendance Reports
- Student Sign In/Out Sheets
- Ready to Read Program Forms
- Student Application with Supporting Documents
- Parent Participation Program Forms
- IEP Copies
- DRDP's with Supporting Document

RECOMMENDATION:

Approve the destruction of Class 3 documents related to the Preschool & Child Development Programs that have been retained beyond the legal retention period as listed above and dated from 2009/10 to 2012/13 school years at an estimated cost of \$225.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

N/A

ESTIMATE

\$225.00

(Amount)

General Fund

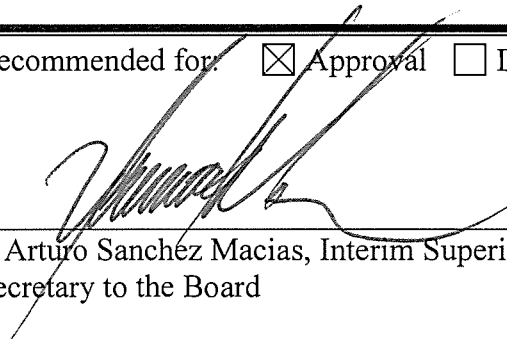
(Name of funding source and/or location)

--

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH ATEL COMMUNICATIONS INC.

BACKGROUND INFORMATION:

Due to the Reconfiguration and Modernization Projects taking place District-wide and in order to meet the deadline for the first day of school, the District requested the assistance and manpower of Atel Communications Inc.. Atel Communications staff worked diligently as part of the District's IT team and provided labor to install 1,800 computers at all 7 school sites and transfer of information was completed before August 17th.

The District would like to continue receiving Atel's services for technology support, troubleshooting, diagnosis, and issue resolutions which would include requested moves, adds and changes to equipment.

- System Order Agreement \$81,955.00
- Support/Block of 120 Labor Hours \$17,760.00

RECOMMENDATION:

Approve/Ratify the System Order Agreement and the Support/Block of 120 Labor Hours with Atel Communications, Inc. at an estimated amount of \$99,715.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATED

\$99,715.00

(Amount)

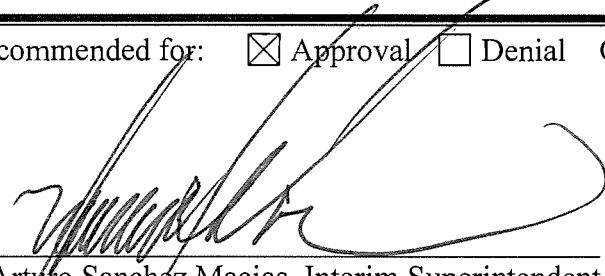
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

A
COMMUNICATIONS PROPOSAL
FOR

San Ysidro School District

The content of this document is proprietary and confidential information of ATEL Communications, Inc.
It shall not be disclosed without the prior written consent of ATEL Communications, Inc.



July 31, 2017

San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173-1685
Tel: (619) 428-4476 Fax: (619) 428-1505

Dear Araceli Sanchez:

Thank you for the opportunity to propose a telecommunications system solution designed specifically for your organization.

At ATEL Communications, we recognize that a telecommunications system is a mission-critical technology. For this reason, we are committed to providing the highest level of quality, service and support.

After determining your specific requirements, ATEL is proud to recommend the

Power up connect and test project: 1,800 Lenovo M 700 Mini Tower PC's Rev1

We realize that the decision to acquire a new telecommunications system is not an easy one. We respect the seriousness of this endeavor. By choosing ATEL Communications you can feel confident that you have made an excellent choice. One that will provide a significant return on the investment for many years to come.

We look forward to an early endorsement of our recommendation, a smooth implementation and superb future service.

Sincerely,

Steven Handelman

Enclosure



SYSTEM ORDER AGREEMENT

ATEL Representative
Steven Handelman

Account# 4677

Reference# 12097

Customer Representative
Araceli Sanchez

San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173-1685
Tel: (619) 428-4476 Fax: (619) 428-1505

Power up connect and test project: 1,800 Lenovo M 700 Mini Tower PC's Rev1

QTY DESCRIPTION

Scope of work: project consists of 7 schools with 30 classrooms, 6 PCs each, approximately 1800 Lenovo (Preinstalled) M700 tower. Atel will provide IT manpower to go to each computer power them up connect them to the domain load & test.

The teacher's old PC will need all the files copied over into a directory on new pc using one of 6 hard drive to usb shell adapters available (SYSD may purchase more for us to use) to move the data. All work needs to be completed on or before August 17th.

Work to be performed Monday through Saturdays the custodian's carry cell phones for access to the individual classrooms. All the computers, monitors, keyboards & mouse's have been installed.

Atel's rates:

IT techs for the work \$148 per hour with a one hour minimum and up to three quarters an hour travel time can be charged. Advanced IT support at \$200 an hour. Overtime will be billed at time and one half.

Atel is working as part of a team with SYSD IT personnel & providing labor on an as-needed basis.

This system purchase includes LABOR Billed on an hourly basis.

Price quoted reflects all work performed during regular business hours (M-F 8:00am to 5:00pm).

Customer to provide parking during installation process or reimbursement of same.

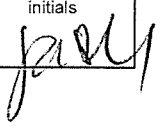
initials

INVESTMENT SUMMARY

Net Sale Price	\$0.00	Good Through	Wednesday, August 30, 2017
7.75% Sales Tax	\$0.00		
Total Sale	\$0.00		

Cash Purchase Option

50% Due Upon Acceptance	\$0.00
30% Due Upon Equipment Delivery	\$0.00
20% Due Upon Cutover	\$0.00

initials




This System Order Agreement is made and entered into between Atel Communications Inc., 8447 Miramar Mall, San Diego, CA 92121-2522, hereinafter referred to as "AC" and the "CUSTOMER", whose name appears on the top of the first page of this agreement.

In consideration of the mutual agreement herein contained, AC agrees to sell to Customer and Customer agrees to buy from AC, a Communications System in accordance with the following terms and conditions:

1. The exact itemized configuration of the system is described in the agreement. The installation of the system includes miscellaneous materials (such as cables and jacks) and labor necessary to complete the installation. The equipment remains the property of AC until it is paid in full.
2. Subject to the provisions of this paragraph, AC warrants from the cutover date for a period specified in this document, that at the time of such cutover, the equipment will be free from defects in material and covered by this warranty if they should appear within the prescribed period. AC shall have the option of repairing or replacing the equipment at its expense. Such repair or replacement shall be customer's exclusive remedy for breach of warranty or for negligence. This warranty does not extend to any equipment which has been (a) subject to misuse, neglect, accident or abuse; (b) installed, wired, repaired, or altered by anyone other than AC without AC's express and prior approval; (c) improperly installed by someone other than AC, its subcontractors or affiliates, (d) used in violation of the instructions furnished by AC. AC SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE (WHETHER OR NOT CAUSED BY OR RESULTING FROM AC'S NEGLIGENCE) DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE EQUIPMENT SOLD HEREUNDER EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY CAUSE. THE ABOVE WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OR OTHERWISE. The warranty on additional equipment purchased from AC shall be coterminous with original purchase / warranty.
Without limiting the generality of the foregoing, AC shall not be liable for any claims of any kind whatsoever, as to the equipment delivered or for nondelivery of equipment, whether or not based on negligence.
3. AC SHALL NOT be responsible for loss or damage to equipment installed pursuant to this Agreement for any reason whatsoever. Risk of loss shall pass to Customer as soon as the equipment is delivered by AC to the Customer. So long as any financing hereunder remains outstanding, Customer shall insure the equipment against fire, theft, and other perils, for its full value, naming Customer and AC, or its assignee, as insured's, shall have a Certificate of Insurance sent to AC.
4. AC shall relocate any part of the system in accordance with AC's standard rates in effect at the time of change.
5. This agreement may be assigned by AC in whole or in part and AC may freely subcontract any or all of the work hereunder. The customer may not assign this agreement in whole or in part without obtaining the prior written consent of AC, which consent shall not be unreasonably withheld.
6. Customer shall pay any municipal, state or federal sales, excise or other taxes, which may be levied upon the sale, transfer of ownership or installation of the equipment and will indemnify AC against any such taxes.
7. Customer shall be responsible for obtaining trunk lines and interconnecting devices from the serving telephone company. If requested, AC will use reasonable efforts to assist Customer.
8. If any Customer's obligations to AC be not paid promptly when due, or if customer becomes insolvent or ceases doing business as a going concern, or if a petition of bankruptcy or for an arrangement is filed by or against Customer, or if any of property of Customer be attached and such an attachment is not removed within 30 days, or if a receiver be appointed for Customer, or if Customer breaches any provision hereof, including a failure to pay any installment within 10 days of receipt of notice from AC or its assignee that any payment hereunder is overdue, Customer shall be in default. Upon Customer's default, AC shall have the right and remedies of a secured party under the Uniform Commercial Code. AC shall be entitled to interest at a rate of 1.50% per month as long as any part of the total unpaid balance remains outstanding.
As long as any part of the contract price remains outstanding, Customer shall furnish such financial statements as may reasonably be requested by Seller and the security interest granted hereby shall continue effective, and title of the equipment shall remain with Seller irrespective of any taking and redelivery of collateral to Customer until all amounts secured hereby are fully paid. If default continues for five (5) days after written or telegraphic notice thereof by Seller, Seller may enter upon the premises of Customer, and render the equipment unusable or remove the equipment. If Customer is in default to AC then all AC warranties described in paragraph three (3) are waived.
9. AC shall use reasonable efforts to make timely delivery and installation but shall be excused from any delays arising out of causes beyond its reasonable control. All stated delivery or cutover dates are approximate and AC shall under no circumstances be liable from damages, special, consequential or otherwise, for delays or failure to give notice of delay, whether or not caused by or resulting from AC's negligence.
10. "Cutover" shall mean the date on which Customer is notified that the installed equipment is functioning and able to perform substantially the function for which it is intended. Delays by the telephone company in making trunk lines available, or minor omissions in availability of certain features or failures, which do not materially affect the functioning of the entire system, shall not affect the date.
11. The property covered herein shall remain personal property, not become part of the freehold, regardless of the manner of affixation.
12. This System Order Agreement shall be governed by and construed in accordance with the laws of the State of California.
13. Customer acknowledges that a breach or repudiation of this agreement will result in damages to AC. Therefore, in the event that the customer breaches or repudiates this agreement before AC commences the installation of any of the equipment specified in this document, then the Customer agrees that any sums paid by Customer to AC under pricing instructions shall not be liquidated damages but shall constitute a fund, to pay the actual damages to AC, including loss of profit. AC shall be under no obligation to return such funds to Customer, except to the extent that they exceed AC's actual damages. Customer further agrees that in the event he breaches or repudiates this agreement after AC has commenced the installation of the equipment under this agreement, then any sums paid by Customer to AC under pricing instructions shall not be liquidated damages but shall constitute a fund, to pay the actual damages of AC including loss of profit. AC shall be under no obligation to return such funds to Customer, except to the extent that they exceed AC's actual damages.
14. CUSTOMER, HAVING CAREFULLY READ ALL PROVISIONS OF THIS AGREEMENT, ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT WHICH IS THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES, AND THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AGREED UPON, ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, EITHER ORAL OR WRITTEN, NOT HEREIN CONTAINED.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

Desired Cutover Date: _____
ATEL COMMUNICATIONS INC.
By: Steven H. Adelstein
Signature: _____
Title: President

Date Of Contract: 7/31/17
CUSTOMER
By: Jose Arturo Sanchez-Macias
Signature: _____
Title: Deputy Superintendent

Reference# 12097

Monday, July 31, 2017 12:00:00 am

Page 5 of 5

8447 Miramar Mall, San Diego, CA 92121 - 2522
Tel: (858) 646-4600 Fax: (858) 646-4680
Service Direct: (858) 646-4646

www.atelcommunications.com
sales@atelcommunications.com
service@atelcommunications.com

12B.23

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<<< WORKSHEET >>>

ATEL Representative
June Flickinger

Account# 4677

Reference# 12233

Customer Representative
Araceli Sanchez

San Ysidro School District
4350 Otay Mesa Road, San Ysidro, CA 92173-1685
Tel: (619) 428-4476 Fax: (619) 428-1505

Support/Block of Labor Hours

<u>QTY</u>	<u>DESCRIPTION</u>	<u>DISCOUNT</u>	<u>MAINT</u>	<u>HRS</u>	<u>I</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
	Block of Labor Hours for On-Ste IT or Technical support, troubleshooting, diagnosis and issue resolution during normal business hours. Includes Customer-Requested Moves, Adds and Changes.						
120	On-Site IT/Tech Support Hours Labor Hours @ \$148.00 per hr					\$148.00	\$17,760.00

Please Note: Normal Business Hours are 8 AM to 5 PM Monday thru Friday. Overtime/after hours rates will be billed at 1.5 times normal hours rate. If trip to site is required, a trip charge of \$38.00 will be billed.

Payment terms: Pre-Paid in Full

Net Sale Price

\$17,760.00

Good Through Friday, December 1, 2017

7.75% Sales Tax

\$0.00

Total Sale

\$17,760.00

Authorized Representative::

San Ysidro School District

J. Arturo Sanchez Macias, Interim Superintendent

Date: _____ Board Approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Information Management Services
Todd Lewis, Director

AGENDA ITEM: VECTORUSA'S PROFESSIONAL SERVICES FOR EMERGENCY
NETWORK SECURITY REMEDIATION AND RESTORATION

BACKGROUND INFORMATION:

During the past weeks, the District's technology and email systems received a brute force ransomware attack. VectorUSA was called to provide emergency network engineering support to remediate this problem and identify the threat's entry point, quarantine and remove malware from domain and servers, restore network and provide analysis documentation of events. VectorUSA will also provide detailed recommendations to prevent future security incidents, including standardize Antivirus/Antimalware appliance across all servers with frequent definition updates. The cost implications for services from are:

System Engineer	\$165.00/hour	150 hours	\$24,750.00
Helpdesk/NOC Analyst	\$99/hour	150 hours	\$14,850.00
Discount for Managed Services	-----	-----	- \$6,604.50
TOTAL:			\$32,995.50

RECOMMENDATION:

Approve/Ratify the Professional Services of VectorUSA for emergency network security remediation and restoration in the amount of \$32,995.50 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-2018 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

\$32,995.50

(Amount)

General Fund

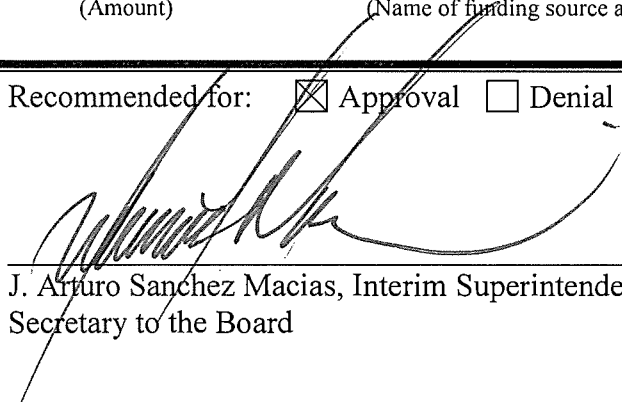
(Name of funding source and/or location)

-

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board



Vector Resources, Inc.
dba VectorUSA
9808 Waples Street
San Diego, CA 92121
P: (858)-546-1014

VRN 084536-002

Date: 9/27/2017

Company	Site
San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	District Office 4350 Otay Mesa Road San Ysidro, CA USA 92154

Scope of Work

Project Name: Emergency Network Security Remediation and Restoration

Change Name: Professional Services

Provide emergency network engineering support to remediate a brute force ransomware attack from Sept. 17, 2017 to Oct. 2, 2017. Identify threat entry point, quarantine and remove malware from domain and servers, restore network, and provide analysis documentation of events. Provide detailed recommendations to prevent future security incidents, including standardized Antivirus/Antimalware appliance across all servers with frequent definition updates. System Engineer 150 hours at rate: \$165; Helpdesk/NOC Analyst 150 hours at rate:\$99. See attached detail including discount.

Qty	Description	Unit Price	Extended Price
1	Systems Engineer Labor	0.00	0.00
1	Helpdesk/NOC Analyst Labor	0.00	0.00
1	Discount for Managed Services	0.00	0.00

Prepared For	Prepared By	Sub-Total	
San Ysidro School District	Christie Lange	Labor	\$32,995.50
Terms and Conditions		Sales Tax	
		Job Total	\$32,995.50

Signature and Purchase Order due upon acceptance, balance due upon completion; Net 30. Any materials not listed in the quote necessary to complete this project will be billed additionally. This quote is valid for 30 days only.

Vector Resources, Inc.

Authorized Signature Christie Lange Date 10-2-2017

ACCEPTANCE OF ORDER: The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. VectorUSA shall be entitled to refuse or delay shipments for failure by customer to pay within terms or any payments due to VectorUSA. In the event that it becomes necessary for VectorUSA to incur collection costs or institute a suit to collect any amount due and payable, the customer agrees to pay such additional collection costs, late charges (1.5% monthly, 18% annually), and expenses, including attorney's fees.

Customer Authorized Signature _____
Customer Printed Name _____

Date _____

12B.24

Page 2 of 3

San Ysidro School District
Emergency Network Security Remediation
and Restoration

DETAILED PRICING

VRN-084536-002

09/27/2017

Material Description	Units	Unit Price	Material	Labor	Total
Systems Engineer Labor	1	0	0.00	24,750.00	24,750.00
Helpdesk/NOC Analyst Labor	1	0	0.00	14,850.00	14,850.00
Discount for Managed Services	1	0	0.00	-6,604.50	-6,604.50
Sub-Total			0.00	32,995.50	32,995.50
PROJECT SUB-TOTAL			0.00	32,995.50	32,995.50
SALES TAX					0.00
PROJECT TOTAL					32,995.50

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH YMCA BORDER VIEW FAMILY FOR
SUPPLEMENTAL PROGRAM (OCEAN VIEW HILLS)

BACKGROUND INFORMATION:

YMCA of San Diego County – Border View Family YMCA (YMCA) is a local community organization that is qualified and experienced in providing extended learning services. On May 30, 2017, the Governing Board approved YMCA as the provider for the 2017 Summer Extended Learning Program and is currently providing the extending learning services for the ASES Program.

The Supplemental Program will be offered at Ocean View Hills School and approximately 100 students will be able to enjoy the enrichment classes. This program includes daily schedules that create an intentional and well-paced experience for children. Including several different components that help create balance so that there is a good mix between low and high energy activities, small and large group assemblies and quiet and not so quiet time. The program schedule will keep children interested, enthused and energized while providing plenty of opportunities for them to build achievement, relationships, and community. Activities include STEAM or STEM, sports, arts integration and literacy, plus many after-school recreation and enrichment activities.

The cost is \$11.00 per day per registered student for approximately 154 days from October 2017 to June 2018 at an estimated total of \$133,980.00.

RECOMMENDATION:

Approve/Ratify the agreement with the YMCA of San Diego County (Border View Family YMCA) for a Supplemental Program at Ocean View Hills School at an estimated cost of \$133,980.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☒ Ratify ☐ Other

Business Services Reviewed: _____

Financial Implications?

Are funds for this item available in the 2017-18 Budget?

Requisition #

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATE

\$133,980.00

(Amount)

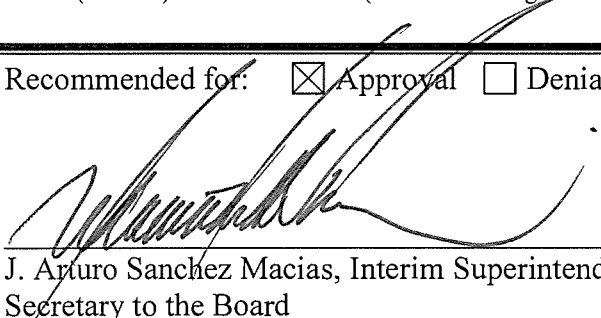
General Fund

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:


J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of October, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Border View Family YMCA

Company/Consultant

(858) 292-9622

Telephone Number

3708 Ruffin Road, San Diego, CA 92123

Address

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: October 1, 2017

To: June 30, 2018

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

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2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, to bind the District in any way.

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(Any self-retained limit shall be greater than \$25,000 per occurrence/event.*
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Consultant's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Consultants or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

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5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	YMCA OF SAN DIEGO COUNTY (Border View Family YMCA)
Name:	Baron Herdelin-Doherty
Title:	President & CEO
Address:	3708 Ruffin Road
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(858) 292-9622
Email:	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Alexis Rodriguez
Title:	Deputy Superintendent	Coordinator of ASES
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 Ext. 3039
Email:	arturo.macias@sysd.k12.ca.us	alexis.rodriguez@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Interim Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

_____(Initial) Consultant certifies that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

_____(Initial) It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1.

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

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

_____(Initial) Consultant will provide a list of their employees names who will be assigned to work at the District's locations during the term of this agreement and who may come in contact with pupils in the performance of services in this contract.

_____(Initial) Consultant will notify the District of any changes (add/remove) in employees assigned to any of the District's school sites and will provide the proper clearances required before the commencement of services of the individual employee(s).

- I certify that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify that none of the individuals identified on the attached list of Consultant's employees have been convicted of a felony as defined in Education Code Section 45122.1.
- I certify that all of the individuals identified on the attached list of Consultant's employees are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Consultant _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

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BORDER VIEW FAMILY YMCA

San Ysidro School District | Ocean View Hills Supplemental Program Proposal
September 12, 2017

Background

Border View Family YMCA afterschool program to Ocean View Hills Elementary students provided to San Ysidro School District Learning Services.

Youth development is the social-emotional, cognitive, and physical processes that all youth uniquely experience from birth to career. By incorporating youth development into the fun, active experiences offered through afterschool programming, the Y holistically equips children to realize their potential in school and in life. Though afterschool programming offered by the Y has changed throughout the years, one thing remains constant: it has the same distinctive emphasis as all Y programs—to strengthen community and students lifelong learning. Our activities do not simply keep students engaged—every experience is used to nurture the potential of every child. It is this significant purpose that stands behind everything staff and students do.

To deliver on the Y's commitment to nurture the potential of every child, afterschool programs intentionally foster academic achievement, relationships, and community. Achievement, relationships, and belonging are essential dimensions of well-being that the Y can cultivate through afterschool programs:

- **Discovering skills (achievement)**
Students experience achievement when they try different activities, learn what they like, and discover what they are good at.
- **Building friendships (relationships)**
Students have the opportunity to form healthy relationships with other children, caring adults, and role models, which helps them feel good about themselves and learn to get along with others.
- **Finding a place to belong (community)**
Students connect through significant positive practices that create a sense of program and school pride, so they feel included, accepted, and part of a community.

With this emphasis on achievement, relationships, and community, the Y is more than a mechanism for keeping kids busy; it is an opportunity for Y staff to intentionally develop youth.

Character Development:

Parents and caregivers have the immense responsibility of teaching their children the values they feel are important. The Y provides an environment, role models, and activities that promote character development. The four core character development values that the Y strives to teach follow:

- **Caring** - Show a sincere concern for others
- **Honesty** - Be truthful in what you say and do
- **Respect** - Follow the golden rule
- **Responsibility** - Be accountable for your promises and actions

Program Plan

Dates & Hours of Operation:

Operating School Days Only at Ocean View Hills

Monday – Friday

Before and After School: 6:45-8:15AM and 2:45-6:00PM (1:15-6:00PM Minimum Days)

Total of 154 days of operation varying on # of students added per month (see table below)

Location: Ocean View Hills Elementary

Cost per child: \$11/child registered/day of operation

Enrichment Focus: A Typical Day

New experiences, skill building, a sense of community and lasting friendships are all part of the Y for the San Ysidro School District Learning Service afterschool program. Children will explore STEAM (Science, Technology, Engineering, Art and Math), Homework Assistance, Academic Enrichment and Cooperative Games (MVPA).

Our successful program includes daily schedules that create an intentional and well-paced experience for children. Including several different components helps create balance so that there is a good mix between low- and high-energy activities, small- and large-group assemblies, and quiet and not-so-quiet time. Our program schedule keeps children interested, enthused, and energized while providing plenty of opportunity for them to build achievement, relationships, and community. Some examples of the type of components included in our daily schedule is as follows:

- **Opening and Closing Assemblies**

Acknowledging the start and end of each day with a ritual gives students the chance to assemble as one large group, participate in fun and engaging routines, recognize and celebrate students and staff, and experience an inclusive and positive social environment.

- **Reflection**

It is easy to jump from one activity to the next in the excitement and rush of the day, our staff best support youth development by building in time for individual or small-group reflection on activities or the day's events. These few moments are an important ritual to support belonging and foster relationships among students and between students and staff.

- **Academic Enrichment & Homework**

The after-school program provides an academic enrichment component on a daily basis. Program staff members work with school faculty to ensure that the activities provided by the program support the regular school day curriculum.

Students receive daily homework assistance and/or academic enrichment and literacy lessons, as well as participate in special events and curriculum throughout the school year.

- **Special Days**

Not all days will be identical, and that is just as it should be. For instance, the first day will call for variations in the typical day, as will the days devoted to theme-related activities. On some days, rain or heat will cause the usual outdoor

12B.25

activities to be altered or replaced. In addition, special days can also include STEAM or STEM activities, sports, arts integration and literacy.

- **Other Activities**

While attending the after-school program students are encouraged to participate in a variety of recreation and enrichment activities which vary and may include:

ART	MULTI-CULTURAL ACTIVITIES	CRAFTS
COOKING	CERAMICS	WRITING
DRAMA	PERFORMING ARTS	MUSIC
SPEECH	FORIEGN LANGUAGE	DANCE
SPORTS	COMPUTER CLASSES	SCIENCE

Budget Description:

Month and # of days served	Additional Students Served	Staffing Costs	Additional Costs	Monthly Revenue- \$11/day/student registered
October- 24	20	\$10,750	\$10,198	\$5280
November- 15	40	\$10,962	\$1388	\$6600
December- 10	60	\$16,360	\$1658	\$6600
January- 16	100	\$11,109	\$1815	\$17,600
February- 18	100	\$10,955	\$1913	\$19,800
March- 17	100	\$10,907	\$1910	\$18,700
April- 16	100	\$10,907	\$1805	\$17,600
May- 22	100	\$10,907	\$2120	\$24,200
June- 16	100	\$15,804	\$2050	\$17,600
TOTALS: 154 Days	100 students Registered	\$108,661	\$24,857	\$133,980

Staffing Costs Include:

- 1:20 Ratio- 7 staff including 1 Assistant Site Supervisor and 6 Youth Leaders + payroll taxes, benefits, staff training and administration fees

Additional Costs Include:

- Program Supplies & Equipment, Printing, Office and Other Supplies, Mileage, new program set up supplies

**To date, we are prepared and appropriately staffed to serve 20 extra students per month and add an additional 20 at least per month until we achieve 100 students. We are doing our best to recruit staff and we are prepared to send a link to all SYSD staff that might be interested in working with the Y afterschool programs. We are also in consultation with our Corporate HR Recruiter to engage her assistance in our urgent need to secure additional staff. We want to provide a safe, structured, well organized, and high quality program for the children, families and the San Ysidro School District.*

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 12, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Transportation and Facilities
Victor Guzman, Director

AGENDA ITEM: AGREEMENT WITH THE HON COMPANY, LLC FOR FURNITURE AND
INSTALLATION VIA A "PIGGYBACK" AGREEMENT WITH TCPN
CONTRACT NO. R142208 AND THE NATIONAL IPA COOPERATIVE

BACKGROUND INFORMATION:

Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the original "Piggyback" bid contract.

The District wishes to acquire services such as purchase, warranty and installation of furniture, accessories and installation under the TCPN Contract No. R142208 which was awarded to The HON Company, LLC. The District would receive significant savings if furniture is purchased through this "Piggyback" contract. The contract's term is valid from May 1, 2015 to April 30, 2018.

RECOMMENDATION:

Approve/Ratify the agreement with The HON Company, LLC for furniture and accessories via a "Piggyback" agreement with TCPN Contract No. R142208 and the National IPA Cooperative. All expenses will be paid from the building fund and the Certificates of Participation proceeds.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviews: _____

Financial Implications?

Are funds for this item included in the 2017-2018 Budget?

Requisition #: _____

☒ Yes ☐ No

☒ Yes ☐ No

ESTIMATE

\$241,706.87

(Amount)

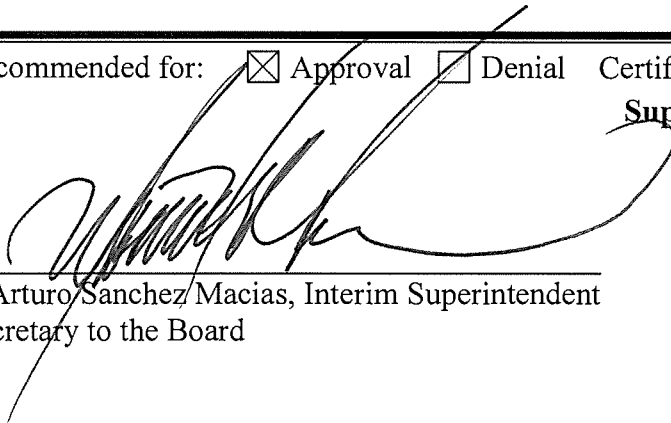
Building Fund & COPs Proceeds

(Name of funding source and/or location)

(Funding account number)

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

Superintendent's Office Certification:



J. Arturo Sanchez Macias, Interim Superintendent
Secretary to the Board



February 27, 2015

Mr. Derek Schmidt
Vice President, Finance
The HON Company, LLC
200 Oak Street
Muscatine, Iowa 52761

Re: Award of TCPN Contract # R142208

Dear Mr. Schmidt:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, The HON Company, LLC has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-22) submitted on December 10, 2014:

Commodity/Service

Contractor

Furniture & Installation

The HON Company, LLC

The contract is effective May 1, 2015 and will expire on April 30, 2018. As indicated above, your TCPN Contract # is R142208. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and The HON Company, LLC.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a horizontal line.

Jason Wickel
President

NATIONAL IPA

Is Redefining The Future of Cooperative Purchasing

CREATED BY AND FOR PUBLIC AGENCIES

National IPA is a cooperative purchasing organization established for public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume.

National IPA aggregates the purchasing power of participating public agencies across the country in order to receive larger volume discounts from suppliers. This is an optional program with no fee to participate.

SERVING PUBLIC AGENCIES

All cooperative agreements are competitively solicited and publicly awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district), utilizing the best public procurement practices, processes and procedures. These Principal Procurement Agencies are considered some of the best public procurement organizations in the nation and are available to answer questions or discuss the contracting process in detail.

By utilizing these agreements, agencies eliminate duplication of effort and save valuable time, resources and money.

Eligible public agencies include:

- ★ State Government
- ★ County Government
- ★ City/Local Government
- ★ Primary Education Systems
- ★ Higher Education Systems
- ★ Healthcare
- ★ Other Public Agencies
- ★ Nonprofits
- ★ Agencies for Public Benefit

OUR TEAM

The National IPA team of certified public procurement professionals, supply chain and cooperative purchasing experts is committed to bringing value to you and your teams. By acting as advocates to drive efficiency, effectiveness and real savings within your agency, our team will work with you to enhance your procurement strategies.

Recognized as respected leaders in the discipline by their peers and suppliers, this team of tenured professionals has held key public procurement positions in state government, local government and education.

COOPERATIVE CONTRACTS

Cooperative agreements available through National IPA are established with the following process:

- ★ The lead public agency/governmental entity prepares a competitive solicitation, incorporating language that provides access by any agency in states that allow intergovernmental cooperative contract usage
- ★ National IPA is named in the solicitation as the national cooperative purchasing organization
- ★ The lead public agency issues the solicitation, any required amendments and notifications, and conducts pre-proposal conferences
- ★ After the suppliers respond to the solicitation, the lead public agency evaluates, negotiates final terms and conditions, awards, administers, and utilizes the resulting master agreement
- ★ All participating agencies are eligible to utilize the contracts through National IPA

National IPA is committed to the integrity and transparency of the procurement process. Online access to solicitation and award documentation is always available in the documentation sections of each awarded agreement on the National IPA website. No FOIA, passwords or special requests are necessary.

REGISTER TO PARTICIPATE BY VISITING
WWW.NATIONALIPA.ORG

866-408-3077 ★ info@nationalipa.org


NATIONAL IPA™
EXPERIENCED • FOCUSED • TRUSTED



APPENDIX A
VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between The HON Company LLC ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture and Installation _____ ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R_____."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)
 - Entity Purchase Order Number (Individual Purchase Order Numbers)
 - Purchase Order Date
 - Gross Sale Amount
 - Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures**: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes are

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exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

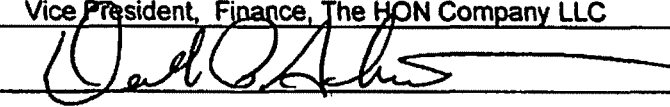
After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank-Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name The HON Company LLC
Address 200 Oak Street
City/State/Zip Muscatine, IA 52761
Telephone No. 800-466-8694
Fax No. 800-833-3902
Email address contractmanager@honcompany.com
Printed name Derek Schmidt
Position with company Vice President, Finance, The HON Company LLC
Authorized signature 

Accepted by The Cooperative Purchasing Network:

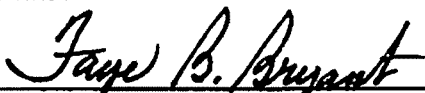
Term of contract May 1, 2015 to April 30, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

2-24-2015
Date

Rita Drabek
Print Name


Region 4 ESC Authorized Board Member

2-24-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number B142208

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

The HON Company is not adding additional terms and conditions to the general terms and conditions; however, we take the following exceptions to the general terms and conditions as attached.

The HON Company is not adding additional terms and conditions to the general terms and conditions; however, we take the following exceptions to the general terms and conditions as outlined below:

Section/Page Number:	Original Term:	Proposed Exception/Deviation:	Explanation for Exception/Deviation:
C. Key Definitions – Lowest Pricing Available Pg. 7	Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.	Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal. <u>For the purposes of this definition, comparisons for the “lowest not-to-exceed price available” shall be compared to other cooperative state and local contracts, buying the same product mix, for the same geographical areas, under the same terms and conditions.</u>	There are no limitations as to when this requirement would apply (i.e. sales to our dealers for resale); in order to understand the parameters and extent of our contractual obligations we are proposing additional language.
3.3 Offeror’s Promise Pg. 16	<u>Offeror’s Promise:</u> Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.	<u>Offeror’s Promise:</u> Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any <u>state and local cooperative present</u> customer meeting the same qualifications or requirements, <u>buying the same product mix, under the same terms and conditions.</u>	There are no limitations as to when this requirement would apply (i.e. sales to our dealers who may receive different benefits than end users due to the value added services they provide); in order to understand the parameters and extent of our contractual obligations we are proposing alternate language.
7.1 Delivery Pg. 19	<u>Delivery:</u> Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.	<u>Delivery:</u> Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped ~~within 7 days of receipt of~~ <u>within the timeframe mutually agreed to by the Vendor and the purchasing agency</u> Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.	Our furniture is made-to-order, typical delivery timeframes are within 30 – 60 days after receipt of order. We will work with the TCPN customer to determine an acceptable delivery schedule.

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11.7 Buy American Requirement Pg. 22	<u>Buy American requirement:</u> (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.	<u>Buy American requirement:</u> (for New Jersey and all other applicable States) <u>Upon request, Vendors may be required to certify individual product compliance with the only use unmanufactured construction material mined or produced in the United States,</u> as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. <u>It is the responsibility of the Purchasing Agency to notify the Vendor that requested product(s) must adhere to the Buy American Act.</u> Vendors are required to check state specific requirements to ensure compliance with this requirement.	Not all states have Buy American Act requirements and to comply with this term as originally stated would limit our ability to offer all available products under the contract. The proposed exception will allow us to satisfy the needs of customers who must comply with Buy American requirements, while still being able to offer our full line of products to end customers located throughout the U.S.
12.6 Stored Materials Pg. 22	<u>Stored materials:</u> Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to	<u>Stored materials:</u> Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the <u>vendor party in control of the location against loss and damage, unless otherwise agreed to by Vendor and Member.</u> <u>Vendor</u> The insuring party agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as	This section contemplates the end user taking possession and control of the office furniture, so their insurance should automatically cover any losses to the product. Once the product is outside of the Vendor's control, the Vendor has no ability to protect the product from loss. We would assume all risk of loss that occurs during or prior to shipment of the product or damage occurring during installation.

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	inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.	property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final—acceptance <u>delivery into Member's control</u> by the—Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon <u>Member's acceptance of non-defective, undamaged, product at time of delivery</u> final acceptance.	
Appendix B: Returns Pg. 27	<u>Returns</u> The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 10% of the value of the items that require restocking.	<u>Returns</u> The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at ~~10~~<u>45</u>% of the value of the items that require restocking.	Due to the number of options, such as fabrics, finishes, etc. our products are made-to-order and therefore not typically stocked. With the custom nature of our product, it is not a viable option for us to sell the returned product to another customer; therefore, we request the restocking fee cap be increased to 45% of the value of the item.



Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

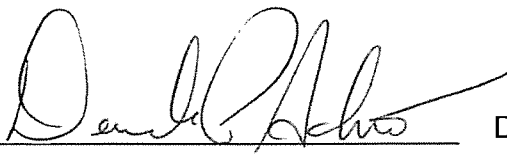
Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between **March 9, 2015** and **April 23, 2015**.

If awarded, our company will plan to attend vendor orientation on March 9, 2015

Potential attendees will include:

Christy Lung, Sr. Program Manager, The HON Company
Angie McKiddy, Contract Manager, The HON Company
Scott Albin, Vice President, State & Local, The HON Company
Maxine Gordon-Williams, Vice President Government Sales, The HON Company
Caitlin Grady, Channel Marketing Manager - Vertical Markets, The HON Company
Jeff Cunningham, Financial Analyst, The HON Company

Signature:  Date: 12/4/14



Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Montana
☐ Alaska	☐ Nebraska
☐ Arizona	☐ Nevada
☐ Arkansas	☐ New Hampshire
☐ California	☐ New Jersey
☐ Colorado	☐ New Mexico
☐ Connecticut	☐ New York
☐ Delaware	☐ North Carolina
☐ District of Columbia	☐ North Dakota
☐ Florida	☐ Ohio
☐ Georgia	☐ Oklahoma
☐ Hawaii	☐ Oregon
☐ Idaho	☐ Pennsylvania
☐ Illinois	☐ Rhode Island
☐ Indiana	☐ South Carolina
☐ Iowa	☐ South Dakota
☐ Kansas	☐ Tennessee
☐ Kentucky	☐ Texas
☐ Louisiana	☐ Utah
☐ Maine	☐ Vermont
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ Washington
☐ Michigan	☐ West Virginia
☐ Minnesota	☐ Wisconsin
☐ Mississippi	☐ Wyoming
☐ Missouri	

☒ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN ☒ Yes ☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

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- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
☒Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE ☐Yes ☒No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**

Respondent certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is a DVBE ☐Yes ☒No

List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐Yes ☒No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐Yes ☒No

List certifying agency: _____

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐Yes ☒No

List certifying agency: _____

4. **Residency**

Responding Company's principal place of business is in the city of Muscatine State of IA.

5. **Felony Conviction Notice**

Please check applicable box:

- ☒ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: Angie McKiddy

Title: Contract Manager

Company: The HON Company LLC

Address: 200 Oak Street

City: Muscatine State: IA Zip: 52761

Phone: 563-272-3932 Fax: 563-272-7384

Email: contractmanager@honcompany.com

Billing & Reporting/Accounts Payable

Contact Person: Jeff Cunningham

Title: Finance Analyst

Company: The HON Company LLC

Address: 200 Oak Street

City: Muscatine State: IA Zip: 52761

Phone: 563-272-4405 Fax: 563-272-7384

Email: cunninghamj@hnicorp.com

Marketing

Contact Person: Caitlin Grady

Title: Channel Marketing Manager

Company: The HON Company LLC

Address: 200 Oak Street

City: Muscatine State: IA Zip: 52761

Phone: 563-272-7186 Fax: 563-272-5720

Email: gradyca@honcompany.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☒ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☒ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
The HON Company is a wholly-owned subsidiary of HNI Corporation and does not disclose financial information about its sales. State, local, and other types of contracts held directly by HON include cooperative language within the contract; after award, additional information may be provided upon request.	Variable off List	Various Dates	After award, add'l info may be provided upon request.

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Appendix E:
QUESTIONNAIRE

2. Diversity Programs

The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses.

After award, upon request, we will provide a list of our diversity dealers.



Appendix F:

COMPANY PROFILE

Please provide the following:

1. Company's official registered name. The HON Company LLC
2. Brief history of your company, including the year it was established.

Guided by timeless values, a culture of membership, and a commitment to service, The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits.

The HON Company began when our founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T. Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". Home-O-Nize incorporated in 1944.

Following a severe steel shortage after the war, the Home-O-Nize focus shifted from the home market to the contract business. The company survived the steel shortage by designing products that could be made from left over scrap metal. Because the name Home-O-Nize no longer fit the company's business focus, we began using the acronym H-O-N which later became HON.

We officially became HON Industries in the 1960's. After a few decades of steady growth through profitable acquisitions, our shareholders approved a change from HON Industries to HNI Corporation.

Both HNI Corporation and The HON Company are headquartered in Muscatine, Iowa. The HON Company also has manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal distribution partners.

Today, HNI Corporation manages multiple office furniture brands- including HON, the largest operating company under HNI. HON has a wide breadth of education and workplace furniture including seating, storage, workstations, tables and casegoods.

The 70 year success of HON and HNI has grown the corporation to over \$2 billion in annual sales and to become a leader in the office furniture industry.

3. Company's Dun & Bradstreet (D&B) number. 14-781-4735



C. MAXWELL STANLEY



4. Corporate office location.

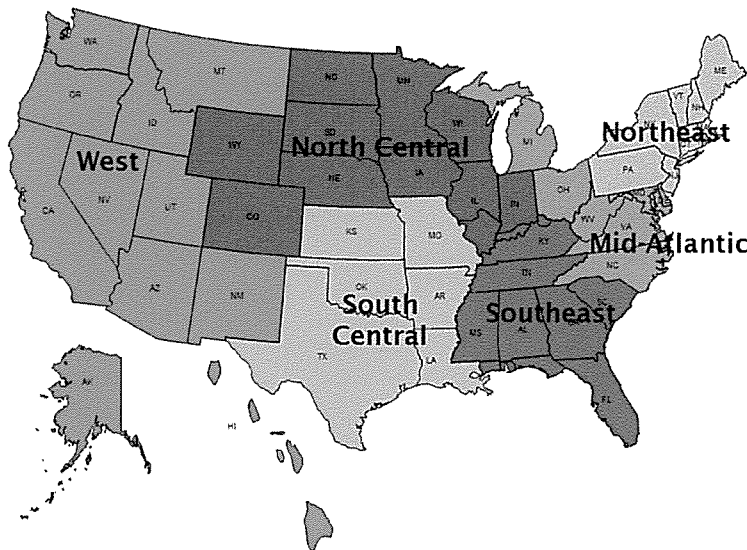
Headquartered in Muscatine, Iowa, The HON Company has manufacturing facilities strategically located throughout the United States and markets its products through a nationwide network of loyal dealers and retailers.

Our headquarters address is:
The HON Company
200 Oak Street
Muscatine, IA 52761



5. List the total number of sales persons employed distribution center by your organization within the United States, broken down by market.

Our sales organization consists of over 80 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States; the information below outlines how our sales regions are divided and an overview of sales member roles within our organization:



Sales member types:

Regional Vice Presidents: 6
Business Development Managers: 63
Solution Account Associates: 15

Solutions Account Associates - We invest in our sales leaders and continue to build talented members through our Sales & Business Leader Development program. As a part of the Sales & Business Leader Development Program, Solutions Account Associates take part in a rigorous training program that includes four key elements: an introduction to our products, an in-depth review of our programs, concentration on personal development, and active learning through hands-on experience

Business Development Managers – The HON Company has over 60 Business Development Members located throughout the United States. Our Business Development Managers are physically located within their region to build a strong rapport with our customers and our nationwide network of TCPN dealers. Business Development Managers are the foundation of our sales force and are focused on driving sales and marketing efforts within their assigned region. Some of their key sales activities include: meeting with customers and dealers, providing pricing and program guidance, training our dealers on products and pricing, staying up-to-date with local business trends, and attending industry tradeshows.

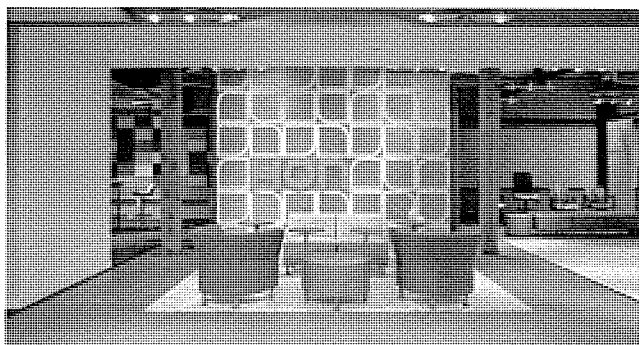
Regional Vice Presidents – The HON Company has a total of 6 Regional Vice Presidents located throughout the U.S. Regional Vice Presidents have overall responsibility for providing strategic management and sales leadership to our Business Development Managers to identify and prioritize regional sales activities and ensure The HON Company has a thorough understanding of the marketplace. Our Regional Vice Presidents also supervise all of the programs, sales initiatives, and training with our dealer organization.

Vice President of State and Local Sales – The Vice President of State and Local Sales is solely focused on the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our Regional Development Vice Presidents, Business Development Managers, and dealer organization; and builds strong relationships with Cooperative members and State and local procurement officials.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

The HON Company has a dedicated Government Customer Support team that is committed to delivering a level of service that exceeds customer expectations. Our Government Customer Support Representatives are trained on the requirements of our Federal, State, Local, and Cooperative contract programs and provide informed responses to both our customers and our nationwide network of TCPN dealers. Government Customer Support members have been formally trained to answer product, warranty, ordering, pricing, delivery, and other types of questions within an industry-leading response time. HON's Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST.

HON Corporate Headquarters
200 Oak Street
Muscatine, IA 52761
Toll-Free Number: 800-466-8694
Fax Number: 800-833-3902
E-mail:
hongsateam@honcompany.com



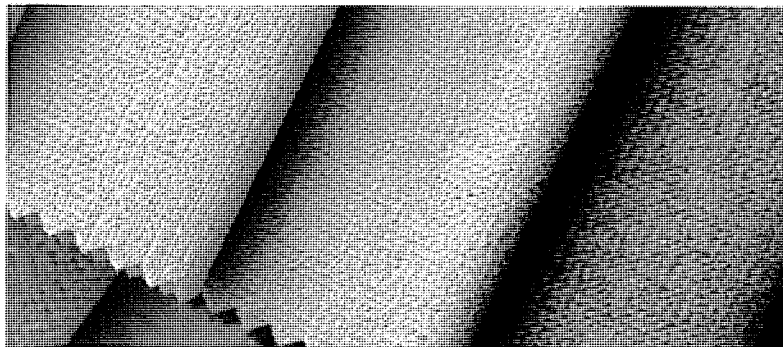
The HON Company realizes that customers occasionally need to view furniture as they determine the best overall solution for their requirements. To help with this, HON maintains several market based showrooms. These resource centers showcase HON product in real life applications and offer great visual representations of the HON brand. In these dynamic spaces, customers and dealers can view the best ways to create a space that is inspired and practical. HON resource centers showcase HON's newest offering and act as a complement to our dealer showrooms. HON has resource centers located in the following markets for use by customers: Muscatine, IA; Chicago, IL; New York City, NY; Washington DC and Atlanta, GA.

The HON Company also has a network of approximately 400 TCPN dealer locations throughout the United States who will be trained on the TCPN contract and ready to service the needs of our TCPN customers. Attached we have provided a listing of our nationwide network of TCPN dealers.

Not only will our nationwide network of TCPN dealers be trained on the TCPN contract, they will also be equipped with access to additional HON resources that enable them to quickly and accurately respond to requests from TCPN customers. Below is a listing of our service teams available to our dealers:

Integrated Design Services (IDS) – Our Integrated Design Service team provides the following design services to our dealers: planning, specification, audit, value engineering, rendering, and space planning. Response time is typically within 2-3 business days depending on the complexity and size of the project. Specifications completed by our IDS team are 100% guaranteed.

Tailored Solutions – In order to meet design or specification requirements customers often require modifications to our products, such as special finishes, paint, laminates, or structural modifications. The Tailored Solutions team manages modification requests to ensure proposed modifications meet our customer's unique requirements. In addition, this team also facilitates the Customer's Own Material (COM) program, making the request to specify fabrics outside of HON's standard fabric offering on HON products a simple and hassle-free process.



7. Provide the number of furniture dealers that your organization works with, broken down by State. If you are a retail based company, please provide your retail store locations, broken down by State.

Alabama – 15	Kentucky – 9	North Dakota – 2
Arizona – 3	Louisiana – 2	Ohio – 9
Arkansas – 5	Maine – 1	Oklahoma – 6
California – 25	Maryland – 11	Pennsylvania – 3
Colorado – 10	Michigan – 13	Rhode Island – 3
Connecticut – 8	Mississippi – 1	South Carolina – 6
DC – 9	Missouri – 10	South Dakota – 1
Florida – 12	Montana – 1	Tennessee – 14
Georgia – 13	Nebraska – 2	Texas – 46
Hawaii – 1	Nevada – 1	Utah – 1
Idaho – 3	New Hampshire – 1	Vermont – 1
Illinois – 25	New Jersey – 9	Virginia – 19
Indiana – 18	New Mexico – 4	Washington – 4
Iowa – 9	New York – 20	West Virginia – 3
Kansas – 3	North Carolina – 15	Wyoming – 1

8. Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing through your dealer network, or via retail stores.

Our Business Development Managers work one-on-one with each of our nationwide network of TCPN dealers to ensure they are properly trained on the products, pricing, and requirements of the TCPN contract. HON has developed several tools our dealers can utilize to ensure eligible TCPN users receive accurate pricing, including the following:

- **Smart Quote** - Smart Quote is our online pricing tool made available to dealers. Smart Quote provides exact net pricing for eligible TCPN products, based upon order size, discounts, and list prices approved on the TCPN contract. Smart Quote allows dealers the ability to create quick and accurate price quotes for TCPN customers. The Smart Quote tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the TCPN pricing and terms and conditions requirements, including: how to sign up eligible TCPN customers, products approved under our TCPN contract, List Pricer in effect, pricing for approved services, product discounts, and ordering instructions.
- **TCPN Catalog** - Our TCPN marketing catalog showcases our approved products at TCPN net pricing. We offer this catalog to our dealers and TCPN customers as a printed catalog or in an electronic format. TCPN customers can also utilize this catalog to confirm TCPN net pricing.

9. Detail any rebates, custom lists, or other incentive offers, that will be extended through the contract.

The HON Company will create a product catalog that showcases eligible TCPN products at TCPN net prices. We will partner with TCPN to include information about TCPN and ensure the catalog serves the needs of our mutual customers. TCPN catalogs are available to dealers and TCPN eligible customers in a printed version or electronic format. This catalog is a key marketing tool under our current TCPN contract. In early 2014, The HON Company partnered with TCPN to create our 2014 catalog that not only showcased our products, but provided our contract discounts, information about TCPN, and where customers can sign-up to become an eligible TCPN member. The HON Company printed over 8,000 catalogs that were provided to our nationwide network of TCPN dealers and eligible TCPN members.

10. Describe how your company proposes to distribute the furniture, and related products, nationwide.

The HON Company's manufacturing facilities are strategically located throughout the United States. Our production, national distribution and logistics network supports hundreds of truckloads daily, seven days a week. We have experience coordinating major projects as well as delivering a single piece of furniture.

The HON Company markets and distributes our furniture and products through a nationwide network of loyal distribution partners. The HON Company has been proud to service the TCPN contract since our award in 2011. Over that time, we have provided best-in-class training to approximately 400 of our nationwide network of TCPN dealers. These dealers are located in various markets to maximize sales development and support. The HON Company employs a robust evaluation process that must be met for a dealer to gain access to HON's TCPN contract and serve as a TCPN dealer. The criterion includes dedicated and appropriate sales coverage and necessary support and distribution infrastructure (i.e. design, project management, order entry, delivery) that will meet and exceed our customer's standards.

11. State your standard delivery time (in days) and any available options that an agency might have for expediting delivery.

The HON Company is known in the marketplace for its trusted performance. Our distribution network is structured to achieve the most reliable delivery experience in the industry. We produce and deliver made-to-order products with industry-leading production lead times. Our TCPN customers can expect shipment of their furniture within 30 days following receipt of a complete and accurate order.

The HON Company's customer-focused lead times encompass our broad product offering and are a clear differentiator between HON and our competitors. This is possible due to HON's scale and expertise in supply chain logistics, manufacturing capacity, nationwide distribution and nationwide network of TCPN dealers. HON's nationwide network of TCPN dealers will work directly with the TCPN customer to establish an installation plan and schedule.

In addition, The HON Company will, at no additional cost, assign a dedicated Project Coordinator to assist TCPN Dealers on large or complex orders. The Project Coordinator

will work in conjunction with the TCPN Dealer and TCPN Customer to review and ensure order documents are complete and accurate, develop an acceptable project schedule and continuously monitor and maintain adherence to milestones and requirements. The Project Coordinator will be assigned to the project at the time of award and until the completion of all items related to the successful completion of the installation.

When a TCPN customer requires their products in an expedited manner, our trained nationwide network of dealers are prepared to assist. In the case of an urgent situation, we make our best effort to meet the required dates of our customers within our standard lead times for the products being rush ordered. An expedited order that is requesting a delivery date earlier than our standard lead times will incur a 3.5% list up-charge, this up-charge is non-discountable.

If the emergency or rush delivery is a result of a Dealer error or The HON Company's error such as shortage, damage, etc., The HON Company will make every effort to expedite the product at no cost to the Customer.

12. Please detail any restocking fees and the procedures required for returning products.

HON's experienced nationwide network of dealers work closely with customers to ensure product needs are clearly identified and that product selections meet these needs. Therefore, the need to return is typically minimal; however, HON reserves the right to approve all returns.

In the event a return is being considered, HON's nationwide network of TCPN dealers assists the customer in addressing their needs and making the return process as efficient as possible. While most HON products are made-to-order, restocking can be costly and is not usually viable. Returns for products that are not made-to-order and are not a warranty claim follow our standard return policy. Returns for made-to-order products that are not a warranty claim, if approved, may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight.

Upon receipt of necessary information regarding the return, HON will issue a return authorization to the customer outlining items to be returned and where these items will need to be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in original shipping cartons with proper inner packing and is subject to inspection before acceptance. Once the item has been accepted, a credit is issued immediately to the customer.

For warranty claims, please refer to HON's Lifetime Warranty included in this section of our response.

13. State the process for returning damaged goods.

The HON Company stands behind our products and carefully inspects all of our products before they are shipped to customers. Our products are all carefully packaged in sturdy packaging materials that meet all transportation requirements. Our preferred transportation mode is full truckloads or multi-stop full trucks as this is the most damage free mode available. We work hard to minimize less-than-truckload (LTL) loads and shipping methods to further protect our customer's products.

If a TCPN authorized user receives a product that has been damaged, the Authorized User can contact the HON Government customer support team or the Dealer to assist in obtaining the appropriate information needed to return or replace the items.

After a receipt of a claim has been issued, The HON Company will either issue a credit or expedite a product replacement at no cost to the Authorized User. The HON Company will issue an order acknowledgement for replacement items and will work with the Dealer to expedite the replacement process making it as easy and convenient as possible for the Authorized User.

14. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. Sales

Scott Albin, Vice President State & Local Sales
AlbinS@honcompany.com
C: 563-299-1427

Scott Albin has been a member of The HON Company, North America's leading commercial furniture manufacturer, for 25 years and his approach to driving profits for his clients involves developing solid relationships with company leaders and delivering customized, effective solutions. As the Vice President of State and Local Government Sales, Scott is responsible for identifying, developing and achieving aggressive, profitable sales growth in the state and local government segment. Scott is closely engaged with TCPN leadership in the development of sales strategies to expand and market the TCPN contract for incremental revenue growth. Prior to his current role, Scott has also held the positions of Regional Vice President, and Vice President of National Accounts at The HON Company.

b. Sales Support

Angie McKiddy, Contract Manager
McKiddyA@honcompany.com
P: 563.272.3932

Angie McKiddy has been a member of The HON Company, North America's leading commercial furniture manufacturer, for 4 years. As the Contract Manager, she is responsible for managing contractual agreements, including compliance, marketing of the contract, and sales support. Prior to her current role, Angie held the position of Government Response RFQ/Proposal Manager at The HON Company. Angie holds a MBA from St. Ambrose University, Davenport, IA.

c. Marketing

Caitlin Grady, Channel Marketing Manager – Vertical Markets
GradyCa@honcompany.com
C: 563.299.8214
P: 563.272.7186

Caitlin Grady has been a member of the HNI Corporation for over 5 years and has served in numerous marketing roles. Caitlin is The HON Company's dedicated

Government marketing resource in support of the TCPN contract. Working with the marketing and leadership teams at TCPN to understand customer's needs, Caitlin was instrumental in the development of the 88 page co-branded HON/TCPN catalog. This catalog, which highlights a wide breadth of HON solutions for TCPN members, has served as a catalyst for the significant growth The HON Company has experienced with TCPN. Caitlin has also been an integral part of our trade show team and has worked with TCPN on our many joint marketing initiatives such as our most recent nationwide e-communications. Caitlin holds a Bachelors of Science in Marketing from the State University of New York at Oswego.

d. Financial Reporting

Jeff Cunningham, Financial Analyst
CunninghamJ@hnicorp.com
P: 563.272.4405

Jeff Cunningham has been a member of The HON Company, a leading office furniture manufacturer, for 8 years and is responsible for company wide sales reporting and systems management. Prior to his current role, Jeff has held the position of Risk Analyst at HNI Corporation.

e. Executive Support

Maxine Gordon-Williams, Vice President Government Sales
GordonM@honcompany.com
C: 202.320.3768

Maxine Gordon-Williams has been a member of The HON Company for 13 years serving in a number of roles focused on business development, strategic account management and sales leadership. Maxine's customer-centric philosophy and problem solving skills will ensure that all aspects of the TCPN contract lead to breakthrough sales growth for TCPN, HON and our TCPN Dealer partners. As Vice President of Government Sales, Maxine will lead and motivate the HON TCPN team to execute our mutual goals and exceed expectations while maximizing economic performance. Prior to this role, Maxine held the roles of Director of Federal Sales, Strategic Account Manager, Vertical Markets and Government Business Development Manager at The HON Company.

15. Define your standard terms of payment. Our payment terms are Net 30 Days.

16. Who is your competition in the marketplace?

As a leading office furniture manufacturer, The HON Company's product portfolio spans a wide array of furniture applications in the market, from classroom furniture to office environments to archival storage. This product breadth provides our customers a single point of access to the most robust selection of chairs, desks, storage, tables, workstations and education furniture backed by an unprecedented nationwide distribution network. We pride ourselves on being able to set ourselves apart from our competition by providing our customers the best possible experience when they work with us.

The HON Company manufactures and sells mid-market commercial grade office furniture in the commercial supplies and commercial contract segments. In the commercial supplies segment, our key competitors include private label manufactures, Global's Offices-To-Go brand, and several others. In the commercial contract segment, our key competitors include broad-line manufactures similar to Global as well as focused niche manufactures including SitOnIt and AIS.

17. Overall annual sales for last three (3) years; 2011, 2012, 2013.

The HON Company is a wholly-owned subsidiary of HNI Corporation and does not disclose financial information about its sales. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI.

In fiscal 2013, HNI Corporation had net sales of \$2.1 billion, of which approximately \$1.7 billion or 82% was attributable to office furniture products.

HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet, which is the best available rating.

HNI Corporation had the following revenues for the past 3 years:

2013 -	2012 -	2011 -
\$2,059,964,000	\$2,004,003,000	\$1,833,450,000

18. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

The HON Company is a wholly-owned subsidiary of HNI Corporation and HNI does not disclose financial information about its sales by operating company. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI state and local sales represent approximately 7-8% of total HNI Office Furniture Segment.

19. What is your strategy to increase market share?

HON is the most recognizable name in office furniture, for all of the right reasons. We are invested in our partners' success and develop products to meet real-world needs. We strive to provide the brand our dealers are compelled to sell and end customers aspire to buy.

Through our Voice of the Customer process, we listen to our customers and produce the workplace solutions that they need to be successful. Responding to customers this way is the difference between being a fast follower and addressing unmet needs in the market. With one of the industry's leading product development cycles, we innovate quickly and build what our customers want at a price they can afford. Backed by our nationwide distribution network we are able to get products from concept to market at a rate that allows us to drive market share in both large and small office furniture opportunities.

At HON, your success is our success. We are committed to the role that TCPN plays in our market share strategies. Over the past few years, we have worked closely with TCPN to understand and leverage the strengths of our two organizations. This collaboration has reached new heights as TCPN became the only public sector contract HON holds that is available in all 50 states.

The HON Company will work to build new relationships for the mutual benefit of TCPN and HON. We intend to use both our nationwide network of TCPN Dealers as well as our nationwide team of Sales Representatives to aggressively market the TCPN contract. Our Sales team, dedicated Government Customer Support team and our Dealers will be readily available to TCPN Members to assist in product selection and Member education on the benefits of HON products.

We believe that multiple stakeholders within HON dealerships play an important role in promoting the HON brand with TCPN Members. These dealer partners are a mix of owners, sales management and dealer sales representatives. As such we understand the importance in making sure that the dealer margins we offer are viewed as attractive and profitable among various influencers. Our strategy to continue the aggressive growth that we have seen with TCPN contract includes increasing our dealer programs, which will become effective with the award of the new contract. We believe this increase will make the TCPN highly competitive for our dealers and is a necessary step to incentivize our dealers to aggressively promote HON over competing brands or contracts.

When viewed holistically, the HON brand power, customer-focused product offering, compelling price points and attractive dealer programs give HON a lead position within our dealerships.

20. What differentiates your company from competitors?

The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance, and culture. We leverage our relentless focus on Rapid Continuous Improvement to lead the industry in full-line product offerings, competitive pricing, environmental initiatives, operating efficiencies, global distribution, and unrivaled customer support through our dealer network.

Our company's financial structure provides us the foundation to be able to invest and grow as the economy and industry fluctuate. The industry's largest furniture sellers Staples, Office Depot, United Stationers and SP Richards continually validate our position and look to us as their furniture leader.

Those elements allow us to differentiate ourselves from our competitors through our core brand pillars and with products that meet real-world needs, flawless execution, dedicated member culture and commitment to our partners. Our competitors are smaller in size and name brand recognition, develop less-than full-line products, offer limited solutions and tend to have restricted distribution and dealer networks. We believe our history with TCPN supports our position as an industry leader in furniture.

21. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

The HON Company has extensive capabilities and experience integrating our online catalog/website into end user purchasing processes. This includes full integration with all major eProcurement systems and online marketplaces, where we support both hosted catalogs and customized punch-out sites. Our integration supports both Level 1 and Level 2 search. The HON punch-out sites are unique in that we provide a fully featured

“consumer-level” shopping experience for the end-buyer for both individual SKU's and “bundled” office solutions.

For more complex furniture needs and questions, our public facing website facilitates direct access to our local dealer partners, who can then work with the buyer on a customized office solution. Our customized quote process is fully integrated into the buyer's procurement flow.

The HON Company creates best-in-class leading marketing materials including our full-line catalog that showcases our extensive line of furniture solutions. Along with a printed version, there is also a digital flipbook that provides an easy-to-use format for users to view the catalog online.

To better serve our TCPN customers, we've also created a printed and digital catalog that highlights products that work for our government, public sector and non-profit customers. The online catalog is available in a flip-book technology that allows users to search for keywords, crop any pages or images, save as a PDF or e-mail specific sections to a colleague or customer.

We are also excited to offer our customers our new “Chair Chooser” tool to help them select the HON chair that best fits their needs. This innovative new online tool guides customers to identify their needs such as budget and time spent in chair. The tool will select the best HON seating solution according to the customer's input.

Our innovative Chair Chooser tool is located on hon.com where you will find additional tools such as contract information, product information, imagery and much more. We also have a page dedicated to our TCPN customers where they can go to find contract information and a TCPN dealer closest to them.

22. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

The HON Company understands that our government, public sector, and non-profit customers often have their own unique set of needs. To better serve these customers, we have a dedicated Government Customer Support team.

Our dedicated Government Customer Support team is located at HON headquarters in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at 800.466.8694 or e-mail HONGSATeam@honcompany.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST.

If there is an urgent issue or an emergency outside of business hours, a HON Business Development Manager or a TCPN dealer is available to address your needs.

All HON Customer Support members complete a rigorous training program that includes product knowledge, order management processes, warranty and support programs, as well as contract ordering terms. The Government Service team members typically have more years of experience with HON and also receive additional targeted training.

HON's Customer Support team is backed by a cross-functional team who plans and monitors daily execution to order commitments. Below are descriptions of these teams and an overview of their roles within the Customer Support Department.

Dealer Solutions Team

Managers

Assure high level of e-mail/call quality to ensure positive customer experience, direct daily responsibilities of commercial team members, execute philosophy of being easy to do business with (ETDBW), identify and implement strategic initiatives department-wide, assess and build knowledge management resources, assist in providing solutions to escalated concerns, and develop inter-departmental talent.

Team Leaders

Provide front line of support for commercial team members, ensure the efficacy of each regional team, assist in providing solutions to escalated concerns, and maintain individualized communication with each member to ensure continued member development.

Business Relations Specialists

Identify win-win solutions to customer concerns, facilitate order changes and status requests, coordinate warranty solutions (finished goods and parts requests), provide technical assistance of products, advise on terms and conditions, and supply tracking and delivery information.

Commercial Project Coordinators

Manage commercial project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch List, and ensures successful project completion.

Order Entry Members

Enter commercial, wholesale, and transactional orders, administer non-government contract terms, promote clean orders, oversee order flow of EDI orders, and provide bad line management.

Customer Support Trainers

Train, develop, and educate team members on product and processes, assure high level of e-mail/phone quality to ensure positive customer experience, maintain information flow across teams to allow for cross-functional engagement, support performance improvement initiatives, and continually improve knowledge management resources and training principles.

Specialty Customer Solutions Teams

Dealer Services Groups (DSG Analysts)

Manage My Projects application inquiries, provide technical assistance on Tailored Solutions, bids, or specification services applications, analyze data for process improvements, and serve as Subject Matter Expert for department.

Tailored Solutions

Manage Customer Own Materials and product modification requests, provide technical assistance on Tailored Solutions application (via My Projects), identify and weigh business case for requests, serve as customer advocate to meet customer needs, serve as Subject Matter Experts for department, and facilitate ordering of special models.

Product Solutions Specialists

Provide in-depth technical product and part assistance (systems, storage, seating, etc), serve as Subject Matter Experts for department, and continually improve knowledge management resources regarding Products.

IDS

Provide design services including Rendering, Auditing, Space Planning, Value Engineering, and Planning and Specification, assist and troubleshoot for CAP/GIZA/20-20 Worksheet regarding HON products, manage submitted specification projects, and serve as Subject Matter Experts for department.

Government Solutions Team**Managers**

Oversee government and order entry teams, assure high level of e-mail/call quality to ensure positive customer experience, execute philosophy of being easy to do business with (ETDBW), identify and implement strategic initiatives department-wide, assist in providing solutions to escalated concerns, and maintain government knowledge and relations.

Government Solutions Specialists

Identify win-win solutions to customer concerns, administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as Subject Matter Experts for department, and supply tracking and delivery information.

Government Project Coordinators

Manage government project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch list, support specialty government processes (Teaming, FAR 51, etc), ensure successful project completion.

Government Order Entry Members

Enter government orders, administer government contract terms, maintain supportive government documentation, promote clean orders and accurate pricing, and provide bad line management.

23. Describe your company's ongoing quality control processes to ensure qualified in-house personnel, installers, and subcontractors.

Authorized Dealer Installation Training:

The HON Company has many processes in place to ensure that all of our products are installed and perform to the quality expected. The process begins with training our TCPN dealers and installers on HON product installation. Through our HON University training program, we offer online training courses and information that can be accessed 24/7. In

addition, we offer on-line installation videos for many of our products which walk through the installation process. All shipped HON products include easy-to-understand installation instructions to assist our dealer's installation teams.

HON has a team of field service technicians who are available to assist our dealers and their installation teams on large scale projects. They are highly trained and will assist installation teams with on-site-training, installation oversight, and inspections to ensure the highest quality installation for our TCPN customers. HON Field Service Technicians, Product Managers and Product Engineers train third-party installation companies when new products are launched and on an as-needed basis to support installation projects around the world. These training sessions allow us to also capture suggestions for product design improvements.

Production Member Training and Production Quality Management System:

HON has certified trainers who utilize standard work and defined training processes to instruct our in-house production members on how to properly manufacture our product. Records of all training and member certifications are maintained and audited periodically. Member's knowledge of production processes are tested prior to certification. The effectiveness of our training programs are measured via Layered Process Audits after members certification. Layered Process Audits are performed every day on all production shifts to ensure that standard work is performed correctly, and to also create a feedback loop that allows us to identify and correct weaknesses in standard work design and/or training.

Member training processes are just one element of our integrated Quality Management System (QMS). The QMS is an integrated system of processes and controls which define key activities, controls that ensure processes are executing as designed and identify and correct weaknesses and shortfalls. The overall design of the system follows the ISO model and incorporates an industry standard approach to the management and improvement of product and service quality.

Where external industry standards exist (ISO, AIAG, etc.), our QMS processes are designed to comply with those standards. Specific elements of our QMS include:

Quality Processes

- Control of Documents and Records
- Corrective and Preventative Action (CA/PA)
- Advanced Product Quality Planning (APQP)
- Production Part Approval Process (PPAP)
- Failure Mode Effects Analysis (FMEA)
- Statistical Process Control (SPC)
- Measurement Systems Analysis (MSA)

Product Engineering Processes

- New Product Introduction
 - Tollgate Process
 - Manufacturing Pilot Process
- Product Testing
 - ANSI/BIFMA

- Torture Testing
 - Surveillance Testing
- Change Management
 - Drawing and Revision Control
 - Temporary Deviation (Engineering and Processes)
 - Engineering Change Review
- Underwriters Labs Certifications and Audits

Process Controls

- Layered Process Audit
- Process Capability
- Statistical Process Control
- First Time Yield
- Change Management

Management Controls

- Management Review
- Internal Audit
 - Finished Goods Audit
 - QMS Audits
- Layered Process Audits

QMS Metrics

Our QMS uses metrics to gauge the overall health of the system and track progress toward goals. Metrics are deployed throughout each level of the organization all the way down to production cell members. These metrics are designed to capture performance at each level and are reviewed monthly, weekly, and daily in structured review and problem-solving processes.

Metrics fall into two major groups:

- External Trailing Indicators
 - Customer Complaint Rate
 - Customer Satisfaction
 - Defect Rate
 - Warranty Rate
- Internal Leading Indicators
 - "Close to home metrics"
 - Supplier Quality
 - First Time Yield
 - Scrap Rate
 - Cost of Quality
 - Process Capability Indexes
 - Audit Scores
 - Project Tracking

24. Describe and provide and product or service warranties offered by your organization.

All HON products are backed by the industry-leading HON Full Lifetime Warranty. The HON Full Lifetime Warranty is our assurance to you that all HON branded products will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty for easy customer reference.

OUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

Your HON dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

HON also features our basyx® by HON brand. basyx® by HON products deliver a professional look on a budget. These products are reasonably priced and styled for the needs of the contemporary office and backed by the reliability and reputation of The HON Company. All basyx® by HON products are covered under a separate warranty as follows:

basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any basyx by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating Usage

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A word about color variations, fabrics and finishes:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

Customer's Own Material (COM)

Not available on basyx by HON product.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your basyx by HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
 2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
 3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.
25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

The HON Company is a wholly owned subsidiary of the HNI Corporation which is a Fortune 1,000 company. The Corporation is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial

condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

The HON Company is a market leader in providing office and school furniture to the public sector. We place great value in our relationship with TCPN and look forward to implementing the following marketing and sales strategies upon award:

- a. Within 30 days of the award, The HON Company will partner with TCPN to create and launch a co-branded press release announcing the new contract award.
- b. The HON Company is very active and has a strong presence on social media. Our social media managers will announce the award through applicable social media sites.
 - Below are our current followers on each of our social media sites:
 - Facebook: 15,309 likes
 - Twitter: 9,106 followers
 - Pinterest: 1,863 followers
 - Instagram: 634 followers
 - Wordpress Forward Blog: 204 followers
 - LinkedIn: 5,496 followers
 - YouTube: 357 subscribers
 - Google+: 321 followers
- c. We have had tremendous success with the co-branded collateral materials we offer. In 2014, we saw success with co-branded e-mail campaigns in New York, Texas, California, Alabama, Colorado, Maryland, and Virginia. Through these e-mails, we've seen a 15.29% open rate, a 2.33% click-through rate and an unsubscribe rate of 1.12%. In total, these e-mails have been delivered to 21,827 TCPN customers with an 89% delivery rate. To augment these co-branded e-mail campaigns, HON has implemented telephone sales campaigns using our internal Solutions Account Group. We plan to increase these efforts in 2015.
- d. Within 90 days of award, The HON Company will produce a new and expanded version of the HON TCPN catalog which has been a catalyst for the strong growth we have experienced over the past several years. In 2014 we printed 8,000 copies of the TCPN

catalog and plan to increase this number to over 10,000 catalogs in 2015. We have included a copy of the 2014 catalog as part of our submission.

- e. The HON Company will include our TCPN contract in any pertinent advertising in regional or national publications.
- f. The HON Company will participate in trade shows and position our booth as part of the TCPN "street" as often as possible. In question 22 within the Marketing/sales section of Appendix F, we go into further detail regarding our trade show initiatives. In partnership with the TCPN Regional Program Managers, HON will participate in the TCPN Summit meetings as well as events at HON Resource Centers. The TCPN Summit meetings allow HON to network with other vendors and potential customers.
- g. We will update our dedicated page on TCPN/Region 4 ESC website. We have already engaged in strategic conversations with TCPN pertaining to the best way to enhance our web presence and include the most valuable information to TCPN customers on our current TCPN contract page.

The HON Company will train, develop, and utilize our nationwide network of HON dealers as one of our primary avenues for promoting the new TCPN contract. Many dealerships already have established relationships with agencies and are eager to introduce our new TCPN contract.

The HON Company offers a strong support network via our local Business Development Managers. They will promote the TCPN contract and offer hands-on assistance throughout the purchasing process to both HON dealers and TCPN Members alike. The HON Business Development Manager will meet with each TCPN dealership within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the TCPN contract. The business plan will include, but is not limited to:

- Annual sales volume commitment for the TCPN contract
- Organization commitment outlining the number of sales representatives the dealership will have accountable for their TCPN sales goal
- Identify target TCPN Members for business development planning
- Commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage TCPN Members, including:
 - E-mail campaigns
 - Special events – (open houses, showroom events, customer appreciation events, etc.)
 - TCPN catalog distribution plans
 - Product presentations

The HON Company Business Development Managers will also conduct on-going TCPN contract training with the dealer sales force to:

- Discuss authorized users of the contract, pricing and service requirements, etc.
- Identify and schedule appointments with key TCPN Members to inform them about HON's products and pricing on the TCPN contract
- Understand how we can help them meet or exceed their purchasing requirements
- Schedule TCPN joint marketing events with HON Dealers and TCPN Members.
- Encourage our HON dealers to join and participate in professional associations and organizations that include TCPN Members and volunteer to speak at various organizations that have an interest in HON product, services, and solutions.

With The HON Company's comprehensive product offering and services, and our nationwide distribution partners, plus the ease and purchasing power of TCPN, the partnership between HON and TCPN offers unmatched value and strength.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

One of the primary ways we plan to promote the contract is through our nationwide network of HON dealers. We train our dealers on the many features and benefits of the TCPN contract and how best to promote the contract with TCPN Members.

Along with training our dealers, we also provide them with the resources and tools to be successful. One of the main marketing resources we provide our dealers is the HON TCPN catalog. This 88-page catalog highlights the benefits of the TCPN contract and showcases the breadth of products we offer TCPN Members. Within the catalog, we provide inspirational images along with TCPN Member net pricing. We also maintain a page on hon.com that is dedicated to our TCPN Members and outlines where they can find contract information and a TCPN dealer closest to them.

The TCPN catalog is the only net priced catalog that HON produces besides HON's GSA catalog. This marketing investment by HON demonstrates the importance of this contract to our market share plans with TCPN.

19. Explain how your company plans to market this agreement to existing government customers.

The HON Company has listened to the needs of our government customers and has responded by providing contracts that offer a complete solution of inspired products with compelling pricing.

HON is proud to offer many of our current government customers the opportunity to purchase from the TCPN contract. In many states, it is the only contract option available.

By positioning TCPN as our premier contract, we're able to offer our government, public sector and non-profit customers the best contract solution to help them meet the procurement goals of their respective agencies.

We market the TCPN contract to our existing government customers through multiple avenues, to include in person meetings, telemarketing campaigns and printed and electronic mailings.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

- Within 2 days from the date of award:
 - We will notify our leadership and Sales team about the details of the contract award.
 - We will support approved contract pricing and products within our ordering systems.
 - Smart Quote, our online pricing tool for our TCPN dealers, will be available for dealers to access the new contract pricing and eligible products.

- Our contract summary document which outlines contract pricing, terms and conditions, products, etc. will be uploaded to our internal site for Business Development Managers to distribute to our nationwide network of TCPN dealers.
 - We will create a marketing eCommunication that will be sent to all authorized dealers under the new TCPN contract; this marketing eCommunication will outline the effective date of the contract, Smart Quote information, and other important contract information.
 - Within one week from the date of award:
 - We will establish a dedicated TCPN webpage on hon.com.
 - We will hold meetings with our Sales team to review the pricing, product, and key requirements of the contract.
 - We will hold meetings with our Government Customer Support team to review the pricing, product, and key requirements of the contract.
 - Within one to two weeks from the date of award:
 - Our Sales team will begin training our nationwide network of TCPN dealers on the pricing, product, and key requirements of the contract.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreements.

The HON Company has held the TCPN contract for the past five years. During that time, we have developed a strong training program to educate our sales organization on selling the TCPN contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the Region 4 ESC agreement, key strategies, benefits and effective use of the available sales tools. These touch points include, but are not limited to, our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars.

Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the TCPN contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of TCPN members. These individuals are based across the U.S. and in the markets they serve.

Additionally, we have a dedicated resource in Scott Albin who, as VP of State and Local Sales, will serve as the primary HON contact for all aspects of the TCPN contract. Scott will lead the development of the training content in conjunction with our marketing and sales training groups.

22. Provide a list of industry trade shows/conferences your company annually attends. The HON Company strives for satisfactory representation at annual industry trade shows and conferences across the United States. Please see the following list for events recently attended by The HON Company.
- TCPN Summits
 - NeoCon
 - National Institute of Government Purchasing (NIGP)
 - California Association of Public Procurement Officials (CAPPO)
 - National Association of State Procurement Officials (NASPO)
 - EDspaces

HON attends over 90 shows throughout the year. These shows are targeted at different market segments and are part of our brand building program. Many of these shows are supported by our local dealers who utilize HON marketing funds and some reach local public sector customers.

23. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

The HON Company gives permission to region 4 ESC and TCPN to use our logo and will provide both our logo and brand guidelines as requested. Along with providing our logo to support marketing communications and promotions, HON also has a dedicated Channel Marketing Manager who works directly with TCPN's marketing leadership on communications and promotions. Your dedicated HON marketing resource serves as a direct contact for marketing leadership to contact and strategically plan promotions and initiatives that benefit the TCPN contract. Over the past 12 months, the relationship between TCPN and HON's Marketing team has led to successful projects such as e-communications, flyers, and coordinated tradeshow activities.

The primary theme for the co-branded marketing efforts in 2014 has been "Moving Forward Together". The key message in these marketing pieces is that HON is: one call, one vendor, and one purchase order. That's what HON and TCPN deliver together. As a leading designer and manufacturer of workplace furniture for the government, public sector and non-profits, HON provides a comprehensive, integrated product offering that satisfies the customer's total workplace environment. These high quality workstations, seating and storage at lower prices are all backed by the strongest warranty in the industry. By utilizing the TCPN contract, customers can leverage the combined purchasing power of over 37,000 government agencies and save at least 50% on every order. The Cooperative Purchasing Network (TCPN) has led to lower prices and greater options, as well as additional monitoring, auditing, and regularly scheduled reviews to ensure vendor accountability. The partnership between HON and TCPN offers unmatched value when purchasing office furniture. Save time. Reduce costs. Minimize hassles.



Moving Forward Together

24. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$32,145,000 in year one

\$40,465,000 in year two

\$46,710,000 in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

State, local, and other types of contracts held directly by HON include cooperative language within the contract. After award, additional information may be provided upon request. The HON Company is proud to offer the TCPN contract as our leading nationwide public sector Cooperative Purchasing Program. Since HON was awarded the TCPN contract in April 2010, we have seen significant growth every year. In 2014, TCPN became HON's only nationwide public sector cooperative contract that is offered in all 50 states.

Our internal contract team is ready to act as soon as we are awarded a contract with TCPN. Our contract team is responsible for ensuring that we have internal support including reporting compliance, training documents and internal pricing support.

25. Describe the capacity of your company to report monthly sales through this agreement.

The HON Company Finance team manages the sales reporting process and has the ability to report the required fields per the TCPN contract on a monthly basis. The contractual reporting information is collected from our order database that is exported to Microsoft Excel and then reconciled. The HON Company Finance team then populates the monthly TCPN template and communicates to the appropriate TCPN contract.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Upon request, The HON Company can provide an overview of eligible agency purchases, copies of invoices, and account statements. We can provide this information via mail, e-mail, or fax.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Currently, many state legislatures are changing requirements and often are complicating processes for contractors or contract users. Due to these changes, contracts are often slow to respond to new product additions and catalogs and price books quickly become out-dated. This has created a significant opportunity in the market for TCPN, who provides a more responsive process. During the life of this contract, if new requirements are necessary, we encourage TCPN to work with major contractors on how best to expedite the change and ease the impact on customers and contractors.

At HON, our growth relies on business simplification, Rapid Continuous Improvement, and innovation in everything we do. In 1992, Rapid Continuous Improvement (RCI) was introduced into our many business functions. RCI empowers us to develop more efficient processes and eliminate waste. This core value has attributed to The HON Company's ability to increase productivity, improve product quality and enhance workplace safety.

Not only do we use RCI methods to improve processes for The HON Company, but we also work with our business partners to fully understand their business practices and find the most efficient ways to integrate and improve their operations.

The HON Company has extensive capabilities and experience integrating our online catalog and website with end users purchasing processes. This includes full integration with all major eProcurement systems and online marketplaces, where we support both hosted catalogs and customized punch-out sites. Our integration supports both Level 1 and Level 2 search. The HON punch-out sites are unique in that we provide a fully featured "consumer-level" shopping experience for the end-buyer for both individual SKU's and bundled office solutions. The HON Company would suggest a more aggressive partnering with TCPN and ESM on eProcurement opportunities.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

The HON Company is a wholly owned subsidiary of the HNI Corporation. The HNI Corporation is dedicated to ensuring all of its subsidiaries comply with environmental regulations, using energy efficiently, and following practices necessary to protect the environment.

In 1992, HNI's Environment and Safety Management System (ESMS) was implemented to ensure that all of HNI's operating companies, including HON, were considering environmental impacts any time they changed a material or process. Key aspects of the 1992 policy include:

- Minimizing and eliminating any releases to the atmosphere, land, or water, in amounts that may harm human health and the environment.
- Minimizing and eliminating the creation of waste, especially hazardous waste, and disposing of all wastes through safe and responsible methods.
- Recycling materials and purchasing recycled materials for use in our business.
- Using environmentally safe and sustainable energy sources to meet needs.
- Investing in improved energy efficiency and conservation in operations.
- Selling products that are safe when used as designed.
- Meeting and exceeding all legal requirements and implementing programs and procedures to ensure compliance.

The ESMS uses the ISO 14001 “plan, do, check, act” model and a well- organized system that builds on our culture of rapid continuous improvement. We integrate safety and environmental management into mainstream manufacturing (which 14001 does not do), believing that all systems work better when they are tightly integrated across the company’s business structure.

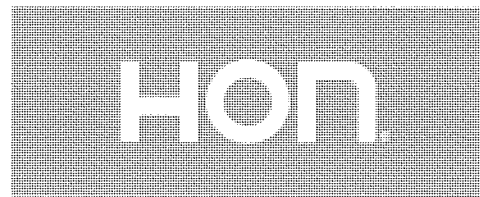
In 2005, HNI began a leadership role in the development of an office furniture sustainability standard with the Business and Institutional Manufacturers Association (BIFMA) in order to drive the office furniture industry toward sustainability and decrease “greenwashing”. The ANSI/BIFMA e3 Furniture Sustainability Standard was developed as a transparent, multi-stakeholder process with a third party certification called level®. HNI companies (Allsteel, Gunlocke, and HON) were three of the first five companies to achieve certification for meeting these standards.

HNI’s Enterprise Sustainability Policy, launched in 2008, links policies and procedures on environment, energy, product design, manufacturing performance, business ethics, environmental marketing claims, worker safety, and social responsibility. The Policy and its related procedures set goals and measure results for each HNI company in alignment with the furniture sustainability standard.

The Manufacture for the Environment (MfE) Procedure supports the Enterprise Sustainability Policy by establishing methods of monitoring and reducing environmental impacts associated with manufacturing. MfE procedures guide manufacturing sites toward maximizing achievements by measuring energy use, greenhouse gas emissions, and water use (and other aspects), and setting goals and plans for reductions. The MfE drives increasing use of renewable energy to move toward energy independence.

The Design for the Environment (DfE) Procedure supports the Enterprise Sustainability Policy by guiding the design of new products in a holistic way that considers environmental impacts upfront in the process. Factors considered in the DfE design process include materials selection (encouraging recycled content, renewable materials, and certified wood), minimum packaging materials to protect the product but generate less waste, manufacturing impacts on energy and water, reduction of chemicals of concern, ease of disassembly for recycling, and end of product useful life fate.

HNI manufacturing locations, most of which are in the United States, follow HNI policies and procedures for environmental compliance, supplier code of conduct, ethics



ENVIRONMENTAL

COMOLD®
FABRIC RECYCLING
PAINT RECLAMATION
RECYCLED MATERIAL

level®
NATURE CORE™
SCS CERTIFICATION™
PLANT BASED POLYOLS FOAM



and labor relations. HNI requires adherence to the FTC guidelines on environmental marketing claims to prevent greenwash, and relies on third party certifications to prove its claims.

SUSTAINABILITY AND ENVIRONMENTAL CERTIFICATIONS

HNI makes it a priority to design products and implement processes that reduce our collective impact on the environment. We adhere to the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims and our certifications support our environmental statements and our credibility.

level® Certification

Most of HNI's products are level certified by a third party auditor to the ANSI/BIFMA e3 Furniture Sustainability Standard. The audit process evaluates the individual products, the manufacturing site, and the corporation. Rigorous quantitative evaluation criteria cover four categories: materials, energy and atmosphere, human and ecosystem health, and social responsibility. The e3 standard was developed in a multi-stakeholder, transparent process and is recognized by the American National Standards Institute (ANSI). (BIFMA is the Business and Institutional Furniture Manufacturer's Association.)

www.levelcertified.org

Indoor Advantage Certification

HNI products are indoor air quality tested by an independent laboratory in accordance with the ANSI/BIFMA M 7.1 and X 7.1 standards and methods for "low emitting materials: systems furniture and seating." The requirements meet the Leadership in Energy and Environmental Design (LEED) for Commercial Interiors credit EQ 4.5, Option 3. Our products are Indoor Advantage Gold or IA Gold certified by SCS Global Services, a third party certifying organization.

ISO 14001 Certification

HNI companies' environmental and safety management systems (ESMS) are aligned with ISO 14001, internally audited, and use the 14001 "plan, do, check, act" model, but are not certified. Our well organized system builds on our culture of Rapid Continuous Improvement and integrates safety into our EMS (which 14001 does not do).

Rapid Continuous Improvement

Over the course of nearly 25 years, HNI has built a foundation of Rapid Continuous Improvement (RCI) to support every member in our organization making improvements in their area of the business.

HNI takes pride in improving the way we do business and removing waste from the entire value chain. New ideas are encouraged each and every day to improve how we work. We have built a certification program around our long-term vision of continuous improvement to gauge our current capabilities and identify our gaps to further augment our continuous improvement needs. This program engages every member in the company to make change, improve their daily business, and enhance their problem solving skills.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

In order to satisfy various federal, state, and local requirements, The HON Company holds many certifications, licenses, registrations, etc. After award, upon request, we will provide a copy of these documents. The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses. After award, upon request, we will provide a list of our diversity dealers.

Tabo 4

Evaluation Criteria Questionnaire — Appendix I



Appendix I:
EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? ☒ Yes ☐ No
2. Is there a price list for all available products/services on a corresponding electronic device?
☒ Yes ☐ No
3. Did you provide the warranty information that is offered by your company?
☒ Yes ☐ No
4. Will customers be able to verify they received the contract price?
☒ Yes ☐ No

Please explain how they would verify the contract price.

HON has developed several tools our dealers can utilize to ensure eligible TCPN users receive accurate pricing, including the following:

- **Smart Quote** - Smart Quote is our online pricing tool made available to our TCPN dealers. Smart Quote provides exact net pricing for eligible TCPN products, based upon order size, discounts, and list prices approved on the TCPN contract. Smart Quote allows TCPN dealers the ability to create quick and accurate price quotes for TCPN customers. The Smart Quote tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications.
 - **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the TCPN pricing and terms and conditions requirements, including how to sign up eligible TCPN customers, products approved under our TCPN contract, list prices in effect, pricing for approved services, product discounts, and ordering instructions.
 - **TCPN Catalog** - Our TCPN marketing catalog showcases our approved products at TCPN net pricing. We offer this catalog to our nationwide network of TCPN dealers and TCPN customers as a printed catalog or in an electronic format. TCPN customers can utilize this catalog to confirm TCPN net pricing
5. What payment methods do you accept?
A. Check/Credit Card B. EFT/ACH/Wire

Payments by check for The HON Company should be sent to:
The HON Company
PO Box 404422
Atlanta, GA 30384-4422

Payments via EFT/ACH should be directed to the following bank information:

Depository Financial Institution: Bank of America
Routing Number: 111000012
Account Number: 37562-76567
Account Name: The HON Company

Payments by Wire Transfer should be sent with the following bank information:

Routing Number: 026009593
Account Number: 37562-76567
Account Name: The HON Company

For payments by Credit Card, please contact our HON Government Customer Support Team at 800-466-8694.

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
☒ Yes ☐ No
2. What is the capability of your company to respond to emergency orders? Please explain what actions you would take.

At HON, we take pride in being HON Ready in everything we do, especially in the case of an emergency. We make our best effort to meet the requested dates of our customers within our standard lead times for the products being rush ordered. There is a non-discountable 3.5% list up-charge if a date earlier than our standard lead times is required. If the emergency or rush delivery is a result of a dealer error or The HON Company's error such as shortage, damage, etc., The HON Company will make every effort to expedite the product at no cost to the TCPN member.

When you work with HON, you work with specialists in all areas, including customer support, order management, and production scheduling. These individuals form a tightly integrated team to ensure everything possible is done so that you receive your complete order on time. The HON team will leverage our multiple production facilities across the United States and extensive distribution network to provide the best possible outcome for each emergency order.

3. Please provide your company's average fill rate over the last three fiscal years.
1) 2012- 99% 2) 2013-99.1% 3) 2014- 98.5%

The HON Company is on target in 2014 to meet or exceed our 2013 fill rate. The HON Company is dedicated to complete and on-time delivery and offering the most reliable delivery experience in the industry.

4. Please provide your company's average on time delivery rate over the last fiscal year.

The HON Company has a strong history of meeting shipping and delivery timelines. Over the past fiscal year, we have successfully met over 96% of scheduled customer delivery dates. This calculation is measured to the "minute", and we do not allow any grace period.

5. Does your company agree to the following statement on shipping charges? *"All deliveries shall be freight prepaid, F.O.B destination and shall be included in all pricing offered unless otherwise clearly stated in writing."*

☒ Yes ☐ No

If not please explain.

The HON Company agrees to the above requirement. Please note the following: All products shall ship F.O.B. destination, prepaid, within the contiguous United States (48 adjoining states). For shipments outside of the contiguous United States, shipping terms shall be F.O.B. destination, prepaid, to the closest port of embarkation. Additional charges for freight from the port of embarkation to the customer's location shall be negotiated by the authorized dealer and the end customer.

6. What is your company's return and restocking policy? Are there any applicable fees? Please provide a brief description and example.

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process.

Most HON products are made-to-order so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance. Once the item has been accepted, a credit is issued immediately to the customer.

HON products are backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty and are included in Section F. 24.

7. What is your company's history of meeting shipping and delivery timelines?

The HON Company is dedicated to complete and on-time delivery and offering the most reliable delivery experience in the industry. The HON Company has a strong history of meeting shipping and delivery timelines. Our on-time delivery rate in meeting customer's

12B.26

delivery date for the last fiscal year is 96%+. This calculation is measured to the "minute" and we do not allow any grace period.

8. Will you company be able to meet the one year warranty guarantee as stated on page 16 under pricing? ☒ Yes ☐ No
If not, please explain.
9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? ☒ Yes ☐ No
10. What is your company's current invoicing process?

Eligible agencies can place orders with either one of our nationwide network of TCPN dealers or directly with HON. Invoicing occurs at time of shipment and is managed by HON's Credit Department, or a HON TCPN Dealer depending on the preference of the eligible agency. Agencies currently receive invoices and statements via e-mail, or fax; however, HON is working toward a transition that would provide emerging options (i.e. portal access for receipt and payments).

11. Did you indicate how your company will implement the contract as per APPENDIS F, Question 20? ☒ Yes ☐ No
12. Did you provide your Dunn & Bradstreet number? ☒ Yes ☐ No
13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? ☒ Yes ☐ No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?

The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance, and culture.

Trusted Relationships | Commitment to our Partners

Our partners tell us we are approachable and responsive - that is our report card. We've earned not only the respect of our partners, customers, suppliers, and community but also the recognition of several business and industry publications, and numerous design, manufacturing and distribution awards. Some of these awards include the following:

- 2013 Industry of the Year award for HON's Cedartown, GA manufacturing facility
- Buildings magazine, Grand Prize Product Innovations Award, 2012 and 2011
- Fortune magazine's list of America's Most Admired Companies in the furniture industry
- Forbes magazine's list of the 400 Best Big Companies in America
- Industry Week magazine's 50 best manufacturing companies and 10 best manufacturing facilities in North America
- U.S. Green Building Council (USGBC) LEED®-CI Silver certification for its corporate headquarters

Trusted Solutions | Inspired Practicality

We build and distribute the broadest product line in office furniture. At the same time, we enjoy the functional and effective. We think practicality is exciting when it's done well. We're inspired by what works and our products reflect a keen understanding of the workplace. This is why product innovations for The HON Company are strongly focused on responding to the needs of our customers. With this in mind, we created a program to ensure our products were responding directly to those needs. We call it Voice of the Customer. Voice of the Customer is an approach centered on turning to those who use our furniture for their everyday needs and listening to them. The process includes interviewing end customers and designers to understand how they are using our furniture, what their needs are and how we can better meet them. With this information, HON has been able to create products that truly have the end customer in mind.

Trusted Performance | Proven Capabilities

At HON, we understand that having great products isn't enough. That's why we hold our service capabilities to such a high standard. We have a team in place to listen and understand our government end users' specifications and create the very best solution for them to be successful in their procurement processes. This team is empowered to serve and understands the value of great customer service.

Our manufacturing production, distribution, and logistics network provides the products people want, delivered when they want them. We strive for flawless execution and have the capacity to support hundreds of truckloads daily, seven days a week, shipped nationally and internationally. We have experience in coordinating all types of projects from major projects as well as delivering a single piece of furniture.

Trusted Culture | Innovation

For more than half a century, our core values of honesty, integrity, fairness and respect have been foundational to our enduring relationships. Our culture of continuous improvement drives us to reinvent all aspects of our business. Every member takes personal ownership in their contribution because they are all member-owners of the company.

The HON Company has a strong commitment to continuous improvement and innovation. When our founders launched the new company in 1944, they devised an innovative product line out of material that others may have considered scrap. Their philosophy was formalized in 1992 when we introduced Rapid Continuous Improvement (RCI), which empowers HON members (employees) to adopt more efficient processes and to eliminate waste. RCI has contributed to HON's ability to increase productivity, improve product quality and enhance workplace safety.

2. What is the reputation of your products and/or services in the marketplace?

Inspired by practicality and invested in understanding the needs of our customers, The HON Company strives to establish meaningful connections resulting in product solutions and customer support that exceed market demands. As a leading designer and manufacturer of workplace furniture including chairs, classroom, desks, storage, tables, and workstations, our commitment to serving customers is rooted in reliable performance and a member culture that is approachable, confident, smart, and ready to serve.

Chairs/Seating: The HON Company's complete seating assortment boasts more than 40 product collections offering the following styles — conference, executive, guest, individual, intensive use, lobby, lounge, multi-shift, nesting, public space, specialty, stacking, stools, student, task, teacher, team, training and work chairs. HON's extensive selection ensures there is a solution to meet every workplace seating need.

Classroom: Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. By continuing to listen to educators, we are able to respond with the solutions they need. We have products to support both students' and educators' needs in the classroom. Our furniture is able to support both collaborative learning and formal learning while fitting the needs of evolving technology.

Desks: More than a work surface, well-designed desks provide the functional and aesthetic center of any working or classroom environment. HON offers more than 15 desk collections and can adapt to any work style or configuration – private or open, individual or teaming. Product styles include executive, lobby, lounge, managerial, professional, student, and teacher desks. Desk collections also include coordinating storage solutions to create the perfect layout for any space.

Storage: The right mix of shared and personal storage can keep any government, non-profit or public sector customer better organized. HON offers 15 storage and filing collections with durable solutions that integrate effortlessly with desks and workstations, while meeting all of your active, anticipated, and archival storage needs. Products include bookcases, file centers, fire-resistant files, lateral files, pedestals, shelf files, storage cabinets and towers, and vertical files.

Tables: Every workplace requires the basic functionality of a table. The HON Company goes beyond basic with 15 table collections that provide an array of sizes, shapes, finishes, and technology integration options for any setting. Styles include adjustable-height training, coffee, conference, end, lobby, lounge, occasional, training, and utility.

Workstations: Panel-based office solutions maximize space in shared work environments. HON offers 4 workstation collections that are easy to specify and install, provide flexible configuration options, and integrate seamlessly with other HON products.

HON products are also backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty.

3. Does your company have past experience with Region 4 ESC and/or TCPN members?
If so, please list them and their contact information (Up to five).

Following is contact information for five TCPN members with whom The HON Company has had past experience:

City of Suffolk
441 Market Street
Suffolk, VA 23434

Contact: Gerry Jones
Director of Capital Programs
757-514-4032
gjones@suffolkva.us

Prince William County Public Schools
14715 Bristow Road
Manassas, VA 20112
Contact: Sherry Jones
Buyer
703-791-8096
JONESS@pwcs.edu

Loudoun County Public Schools
21000 Education Court, Ste 103
Mclean, VA 20148
Contact: Dawn Taylor
Purchasing Coordinator
571-252-1428
Dawn.Taylor@lcps.org

Missouri State University
901 South National Avenue
Springfield, MO 65897
Contact: Michael Wills, M.B.A., M.S.
Director of Procurement Services
Risk Management/Services
Phone: 417-836-7635
Email: MikeWills@missouristate.edu

Amarillo ISD
7200 I-40 West
Amarillo, TX 79106
Contact: Gary Elliott
Director of Purchasing
806-326-1171
gary.elliott@amaisd.org

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?
☒ Yes ☐ No
5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7?
☒ Yes ☐ No
6. What past experience does your company have working in the government sector?

The HON Company is a leading designer and manufacturer of workplace and classroom furniture for the government, public sector and non-profits. Since 1982, HON has been a leading federal contractor of office furniture.

We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. We are member-owners and are empowered to serve, which means our government customers receive professional, dedicated and expert service that is customized to meet their needs. Our dedicated Government Customer Support team has a solid foundation of government order knowledge and is available to both our Government end customers and dealers. Customer Support Project Coordinators are assigned to larger orders to assist our dealer partners throughout the life of a project. Our nationwide network of dealers works directly with The HON Company and our end customers to manage an order from time of quote until delivery, inspection and acceptance.

Our commitment and our dealers' commitment do not end when a project has delivered. We are available throughout the life of the product to assist in the unlikely event replacement parts are needed or warranty issues arise.

7. Did you provide information on working with cooperative purchasing program as per APPENDIX F, Question 24? ☒ Yes ☐ No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? ☒ Yes ☐ No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K-12, Higher Education, and City/County/non-profits, entities as per APPENDIX F? ☒ Yes ☐ No
10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? ☒ Yes ☐ No
11. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? ☒ Yes ☐ No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F, Question 17? ☒ Yes ☐ No
2. Did you provide a national sales training plan as per APPENDIX F, Question 21? ☒ Yes ☐ No

Evaluation Process

Performance Capability

14. Offeror's safety record

The HON Company is a wholly owned subsidiary of the HNI Corporation which is a Fortune 1,000 company. The Corporation has had various kinds of non-material breaches of safety, health, and environmental standards that have arisen in the ordinary course of business. It is the Corporation's opinion that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition or environmental performance.

15. Instructional materials

The HON Company has many processes in place to ensure that all of our products are installed and perform to the quality expected. The process begins with training our TCPN dealers and installers on HON product installation. Through the HON University training program, we offer online training courses and information that can be accessed 24/7. Many of our products also have installation videos online that walk through the installation process hosted by our Field Service Techs. All HON products include easy-to-understand installation instructions to assist our dealer's installation teams.



Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Furniture and Installation** on a national basis. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The scope of this RFP shall include but not limited to the following categories. Respondents do not have to offer every category in order to be considered for award.

- Category A – Audio/Visual Furniture
- Category B – Cafeteria
- Category C – Caseloads
- Category D – Classroom & Library
- Category E - Dormitory
- Category F – Ergonomic Solutions
- Category G – Filing Storage
- Category H – Lounge/Reception
- Category I – Related Products and Support Services
- Category J – Science Lab
- Category K – Seating / Chairs
- Category L –Tables/Meeting Conference Room
- Category M – Technology Support Furniture
- Category N - Workstation

Respondents are strongly encouraged to submit their entire catalogue and turn-key solutions within the scope of this RFP. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP.

Respondents shall be able to offer Region 4 and TCPN members the best options available to meet their needs and shall be familiar with the resources available to provide the product/services at the best possible cost.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalogue numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Vendor(s) may provide any product that meets or exceeds the applicable specifications. The Vendor(s) shall demonstrate comparability to the Customer's satisfaction. The Customer will decide at their sole discretion whether a product is acceptable as an equivalent.

12B.26

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The Respondent warrants that all products under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards.

Respondents shall provide a clear and detailed description of shipping and delivery terms if different than that described in Article 7; 7.1

Dealers/Resellers

If Respondent is a dealer or re-seller a Manufacturer's Dealer Certificate (Exhibit A) verifying their authorization to offer product line must be included in their response. Failure to include may result in a non-award.

Manufacturers

A complete list of authorized dealers/resellers must be included in your proposal. Failure to include may result in a non-award. It shall be the responsibility of the manufacturer to ensure this list is current and to advise Region 4/TCPN of any additions and/or deletions to this list.

Product/Price Updates

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC and/or TCPN. At no time is the Supplier allowed to unilaterally change products or pricing.

Successful bidder shall be responsible for notifying TCPN of all obsolete and discontinued products in writing and in a timely manner.

Returns

The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 10% of the value of the items that require restocking.

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

In response to this RFP, The HON Company is offering our entire catalog of HON and basyx branded products. Our products can be classified in the following categories:

- Category A: Audio/Visual Furniture
- Category B: Cafeteria
- Category C: Caseworks
- Category D: Classroom & Library
- Category F: Ergonomic Solutions
- Category G: Filing Storage
- Category H: Lounge/Reception
- Category I: Related Products and Support Services
- Category K: Seating / Chairs
- Category L: Tables/Meeting Conference Room
- Category M: Technology Support Furniture
- Category N: Workstation

All available HON and basyx branded products are outlined within our HON List Pricer; an electronic copy has been included on the CD enclosed within our bid response. A listing of our available product series has also been included within Appendix C.

In addition to the above products, The HON Company is also offering the following services in response to this RFP: installation, design, project management, reconfiguration, and storage.



Appendix F:

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Please see the following list of references:

K-12

Citrus County School Board (FL)

Tammy Wilson - Supervisor of Accounting & Internal Accounts

1007 West Main Street

Inverness, Florida 34450

352-726-1931

2 Years

\$300K

Furniture procurement and installation

Davis (UT)

Joan Tuttle – Purchasing Officer

Building G-4

PO Box 160440, Freeport West

Clearfield, UT 84016-0440

801-402-7805

jtuttle@dspdmail.net

3 Years

\$1.5M

Furniture procurement and installation

Glendale (CA)

Gilda Keshishyan – Purchasing Agent

223 N. Jackson Street, Room 305

Glendale, CA 91206

818-241-3111 ext 477

gkeshishyan@gusd.netEntity

3 Years

12B.26

\$1.5M
Furniture procurement and installation

Higher Education

University of Oklahoma
Craig Sisco – Purchasing Manager
2750 Venture Drive
Norman, OK 73069-8779
405-325-5261
craig-sisco@ouhsc.edu

10 Years

\$1.9M
Furniture procurement and installation

University of Texas Dallas
Paul Watson – Purchasing Officer
800 West Campbell Rd AD34
Richardson, TX 75080-3021
972-883-2307
pwatson@utdallas.edu
2 years
\$500K
Furniture procurement, punch-out, and installation

Texas Tech University
Jennifer Adling – Managing Director
Box 41094
Lubbock, TX 79409-1094
806-742-3841
5 years
Furniture procurement and installation
\$2.1M

County

Fairfax (VA)
Viola Laird – Purchasing and Supply Management
12000 Government Center Parkway Suite 427
Fairfax, VA 22035
703-324-3212
viola.laird@fairfaxcounty.gov
9 months direct (5 years through distribution partner)
\$1.5M
Furniture procurement and installation

Collin County (TX)
Michalyn Rains - Purchasing Agent
2300 Bloomdale Rd., Suite 3160
McKinney, TX 75071
972-548-4165
5 years
\$2.1M

Furniture procurement and installation

City

City of Suffolk (VA)

Gerry Jones - Capital Programs Management

441 Market Street

Suffolk, Va 23439

757-514-7520

1 year

Furniture procurement and installation

\$1.253M

Non-Profit

United Way (El Paso)

Deborah Zuloaga – CEO

100 North Stanton Street, Suite 500

El Paso, TX 79901

915-533-2434

1 year

Furniture procurement and installation

\$250K



Appendix C:

PRICING

Electronic Price Lists

- Respondents shall offer a percent discount of catalog or list pricing. Proposer will be responsible for providing and maintaining current “pricing with TCPN both in their proposal and throughout the term of any Contract resulting from this RFP.
- Respondents are encouraged to offer additional discounts for one time delivery of large single orders to Region 4 ESC and TCPN members. Region 4 ESC intends and TCPN members should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. TCPN members shall document their files accordingly.
- In addition, awarded Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) shall submit to Region 4 ESC documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to Region 4 ESC and all TCPN members. Upon approval, the Vendor shall provide conspicuous notice of the promotion.
- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Shipping and/or installation charges shall be clearly identified. This includes same day delivery and minimum order amounts for free delivery
- Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain manufacturer part #, vendor part # (*if different from manufacturer part #*); description ; manufacturers list price and net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents’ company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- All pricing submitted shall be “ceiling” or “not-to-exceed” pricing. Region 4 ESC requests pricing be submitted as not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.



TCPN Solicitation 14-22
December 10, 2014

Appendix C:

Warranty Information:

The HON Company's published warranties are included in our pricing offered to TCPN. Please see below for a copy of our HON Lifetime Warranty and our basyx by HON Warranty.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating ilira™-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx™ by HON products (these products are covered under a separate basyx™ by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

Your HON dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY. AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any basyx by HON product or component that is found to be defective in material or workmanship within two (2) years from the date of original purchase so long as you, the original purchaser, still own it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2015.

Limitations:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

Exclusions:

- This warranty does not apply and no other warranty applies to:
- Normal wear and tear, which are to be expected over the course of ownership.
 - Modifications or attachments to the product that are not approved by The HON Company.
 - Products that were not installed, used, or maintained in accordance with product instructions and warnings.
 - Products used for rental purposes.

Seating Usage

Normal commercial use for seating is identified as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A word about color variations, fabrics and finishes:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials. Customer's Own Material (COM)

Not available on basyx by HON product.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your basyx by HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

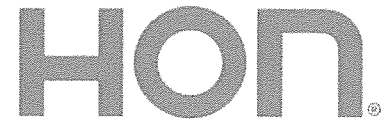
Your HON dealer is our mutual partner in supporting your warranty requests.

To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY. AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any basyx by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating Usage

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A word about color variations, fabrics and finishes:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

Customer's Own Material (COM)

Not available on basyx by HON product.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your basyx by HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.



Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

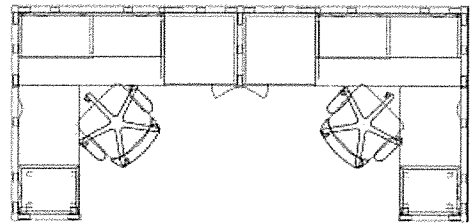
HON Integrated Design Solutions

The HON Company's Integrated Design Solutions team is a group of expert design professionals who assist our dealers by creating design packages that help offer our customers the best overall solution.

Services Available

Plan & Specify

The IDS team assists our dealers in creating professional design packages that include CAD furniture plans (AutoCAD or GIZA), 3-4 line drawings and a complete Bill of Materials/parts lists. These provide our customers a complete overview of their furniture projects.



Plan & Specify

Audit

Auditing services are also available through our IDS team to help provide you with peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.

Value Engineering

To help our customers optimize their furniture layouts with cost saving product suggestions, our IDS teams provide value engineering options and suggestions.



Rendering

Rendering

To help our customer's visualize their furniture complete with fabrics and finishes, the IDS team will provide realistic renderings. These help customers see what their furniture installation will look like, even before it's ordered.

Tailored Solutions

The Tailor Solutions team at HON is available to assist our TCPN members if the product solution they are looking for includes structural and dimensional modifications to existing standard product and requests for discontinued HON product. Some of these modifications include:

Special Laminates

Special laminates include requests for laminates not available as part of HON's standard offering.

Dual Fabric Applications

A dual fabric application request when a product is to be produced with more than two fabrics (e.g., fabric on the seat is different than the fabric on the back for a chair).

Special Paints

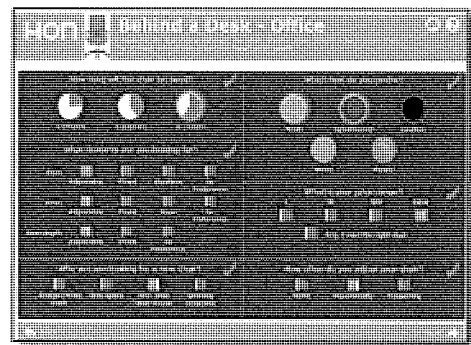
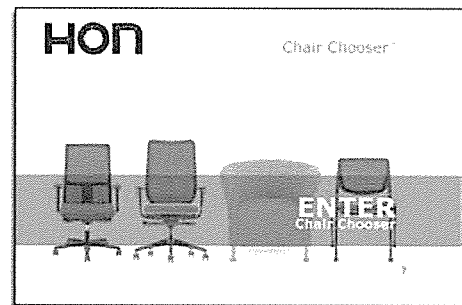
If the product solution a TCPN member is looking for includes a competitor's paint color, the Tailored Solutions team would be able to assist with trying to accommodate this request.

TCPN Dedicated Webpage

To help provide TCPN members with easy access to ordering and contracting information, a dedicated TCPN webpage on hon.com was created. This dedicated page includes terms of the contract, information on how to place an order with HON, and easy access to all of our HON TCPN dealers. Visit hon.com/TCPN to check out all of these tools.

HON Chair Chooser Tool

The HON Chair Chooser tool makes it even easier to select the right HON seating solution for you. Based off a few simple questions, the tool will help identify the best HON or basyx by HON solution that fits your needs. The tool is available on hon.com and can be accessed through multiple devices such as web browsers, tablets, smartphones, iPads and iPhones. The Chair Chooser tool also gives users the ability to download an informative PDF, e-mail their selection, or share their chair on social media. Use the Chair Chooser as a selection tool or as a guide for yourself. The possibilities are endless.





Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #6 Ownership Disclosure Form
- DOC #7 Non-Collusion Affidavit
- DOC #8 Affirmative Action Affidavit
- DOC #9 Political Contribution Disclosure Form
- DOC #10 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

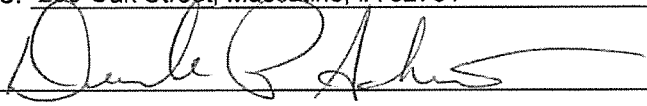
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: The HON Company LLC

Title of Authorized Representative: Vice President, Finance, The HON Company LLC

Mailing Address: 200 Oak Street, Muscatine, IA 52761

Signature: 

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: The HON Company LLC

Title of Authorized Representative: Vice President, Finance, The HON Company LLC

Mailing Address: 200 Oak Street, Muscatine, IA 52761

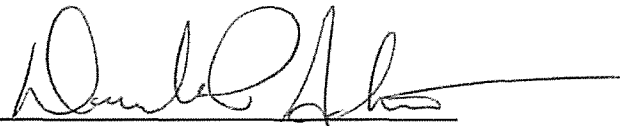
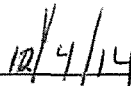
Signature: 

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Respondent
Date

CONTRACTOR CERTIFICATION REQUIREMENTS**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

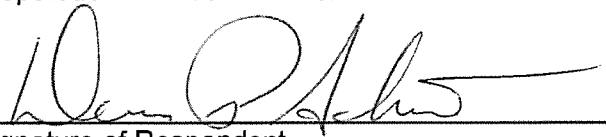
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Respondent

12/4/14
Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor The HON Company LLC

Address 200 Oak Street

Muscatine, IA 52761

Phone 800-466-8694

Fax 800-833-3902

Offeror



Signature

Derek Schmidt
Printed Name

Vice President, Finance, The HON Company LLC
Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Company Name: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscataine, IA 52761

OR:

OR:

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
HNI Corporation	408 East Second Street, Muscatine, IA 52761	100% (HNI Holdings Inc.)
State Farm Insurance Companies	One State Farm Plaza, Bloomington, IL 61710	16.5% (of HNI Corporation)

11/7/2014
Date

Terrence F. Pedersen, Assistant Secretary
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: The HON Company LLCStreet: 200 Oak StreetCity, State, Zip Code: Muscatine, IA 52761

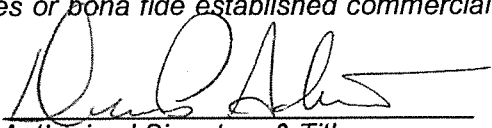
State of New Jersey

County of MuscatineI, Derek Schmidt of the City of Muscatine
Name Cityin the County of Muscatine, State of Iowa
of full age, being duly sworn according to law on my oath depose and say that:I am the Vice President, Finance of the firm of The HON Company LLC
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Participating Members relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

The HON Company LLC
Company Name


Authorized Signature & Title
Vice President, Finance, The HON Company LLC

Subscribed and sworn before me

this 4th day of December, 2014Christine McCormickNotary Public of IowaMy commission expires March 20, 2015

SEAL



AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscatine, IA 52761

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u>	_____
OR	
2. A photo copy of their <u>Certificate of Employee Information Report</u>	X _____
OR	
3. A complete <u>Affirmative Action Employee Information Report (AA302)</u>	_____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____	_____
B. Approved Federal or New Jersey Plan – certificate enclosed	X _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/4/14
Date



Authorized Signature and Title

Vice President, Finance, The HON Company LLC



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

12B.26

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

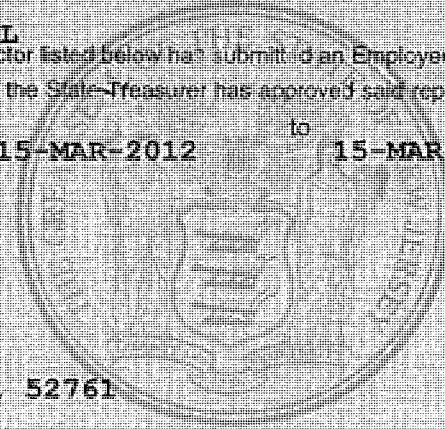
15-MAR-2012

to

15-MAR-2015

THE HON COMPANY
200 OAK STREET
MUSCATINE

IA 52761



A handwritten signature of Andrew P. Sidamon-Eristoff.

Andrew P. Sidamon-Eristoff
State Treasurer



- LWD Home
- Employer Accounts
- Employer Handbook
- Family Leave Insurance
- Individuals with Disabilities
- Labor Market Information
- Safety & Health
- Social Security Disability Programs
- Temporary Disability
- Unemployment Insurance
- Wage & Hour
- Workers' Compensation
- Workforce Development

Registered Public Works Contractors [Wage & Hour](#) | [Default View](#) | [Printer Friendly](#) | [Store Query](#)

[Show Search Criteria](#)

Results

Registered Contractors

[Download](#)

Contractor/Subcontractor	Address	Address	City	County	State	Zip	Registration Date	Expiration Date	Certificate No.
The HON Company, LLC	200 Oak Street		Muscataine	Muscataine	IA	52761	03/25/2014	03/24/2016	654222

[Contact Us](#) | [Privacy Notice](#) | [Legal Statement & Disclaimers](#) | [Accessibility Statement](#)



Statewide: [NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)
Department: [home](#) | [a to z](#) | [jobseekers](#) | [employer](#) | [legal](#) | [calendar](#) | [press](#)

The New Jersey Department of Labor and Workforce Development is an equal employment opportunity employer and provides equal opportunity programs. Auxiliary aids and services are available upon request to assist individuals with disabilities.

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Department of Labor and Workforce Development: 1 John Fitch Plaza, P.O. Box 110 Trenton, NJ 08625-0110
Email: Constituent.Relations@dol.state.nj.us

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L. 1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

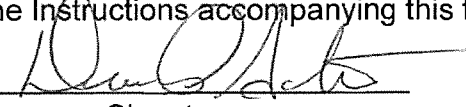
Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	The HON Company LLC		
Address:	200 Oak Street		
City:	Muscatine	State:	IA Zip: 52761

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 _____ Signature	Derek Schmidt _____ Printed Name	Vice President, Finance, The HON Company LLC _____ Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

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**List of Agencies with Elected Officials Required for Political Contribution
Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

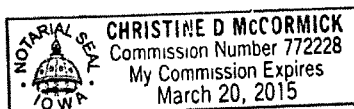
- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

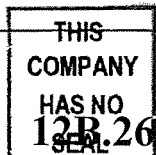
Stockholders:

Name: HNI Holdings Inc. Home Address: 408 E 2nd Street Muscatine, IA 52761 (100% ownership interest)	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this <u>4th</u> day of <u>December, 2014</u> (Notary Public) <u>Christine McCormick</u> My Commission expires: <u>March 20, 2015</u>	<u>Derek Schmidt</u> (Affiant) Derek Schmidt Vice President, Finance (Print name & title of affiant) The How Company LLC (Corporate Seal)



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ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

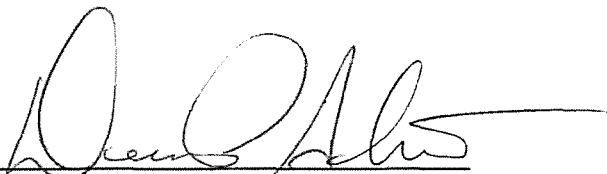
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

12/4/14


Authorized Signature & Title

Vice President, Finance, The HON Company LLC

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TCPN Solicitation 14-22
December 10, 2014

Product Discounts:

The HON Company is offering our entire catalog of HON and basyx branded products; these products are outlined in our HON List Pricer dated January 1, 2014.

Appendix C:

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Caseworks	HON Branded Seating	basyx Branded Products	Education
1	\$0 - \$100,000	67.0%	58.0%	56.0%	56.0%	58.0%	56.0%
2	\$100,001 - \$250,000	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%
3	\$250,001 and above	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated
		Product Series:	Products Series:	Product Series:	Product Series:	Product Series:	Product Series:
		Accelerate Systems	Flagship Personal Storage Tower	Preside	Cambia	(All available models as of 12/10/14)	Accomplish
		Initiate Systems	Flagship Desk Tower Worksurfaces	Endorse	Convera		Proficiency
		Around Systems	Flagship End Towers	Flock	Invitation		SmartLink
		Flagship Pedestals	Flagship Lateral Accessories	Motivate	Laurus		Cafeteria Tables
		Brigade Pedestals	Flagship Storage Cabinets	Huddle	Park Avenue		
		Systems Accessories	Flagship Bookcases	Hospitality	Pillow-Soft		
			Flagship File Centers	Systems Height Adjustable Tables	Riley		
			Flagship Laterals	6600 Series	Versant		
			Brigade Metal Overfiles	Utility Tables	2400 Series		
			Brigade Storage Cabinets	Activity Tables	2900 Series		
			Brigade Steel Bookcase	Veneer Occasional Tables	6540 Series		
			Brigade Laterals	Laminate Occasional Tables	6550 Series		
			500 Series Laterals	Announce Veneer Desking	Adjustable Task/Lab Stools		
		FlameSafe Fire-Resistant Files	Park Avenue Laminate & Veneer Collection		Boda		
		Lateral File Accessories	Arrive Veneer Desking		Ceres		
		210, 310, 320, 510 Series Vertical Files	Pennsylvania Avenue Veneer Desking		ComfortTask		
		Vertical File Accessories	Voi Laminate & Veneer Desking		Endorse		
			Valido Laminate Desking		Flock		
			10700 Series Laminate Desking		Folding Chairs		
			10500 Series Laminate Desking		Gamut		
			94000 Series Laminate Desking		GuestStacker		
			38000 Series Desking		Ignition		
			Mentor Desking		Lota		
			Metro Desking		Motivate		
			34000 Series Desking		Nucleus		
					High Density Olson Stacker		
					Pagoda		
					Perpetual		
					Purpose		
					Sensible Seating Solutions		
					Unanimous		
					Volt		
					7700 Series		
					7800 Series		



National IPA Contract R142208

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating	basyx Branded Products	Education	Soothe Recliner & High-Back Patient Chair
1	\$0 - \$100,000	67.0%	58.0%	56.0%	56.0%	58.0%	56.0%	54.1%
2	\$100,001 - \$250,000	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%	56.1%
3	\$250,001 and above	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated
		Product Series:	Product Series:	Product Series:	Product Series:	Product Series:	Product Series:	Product Series:
		Abound Systems	210, 310, 320, 510 Series Vertical Files	10500 Series Laminate Desking	2400 Series	Accommodate	Accomplish	Soothe Patient Recliner
		Abode Systems	500 Series Laterals	10700 Series Laminate Desking	2900 Series	Adjustable Task/Lab Stools	Cafeteria Tables	Soothe High-back Patient Chair
		Accelerate Systems	Brigade Laterals	34000 Series Desking	6540 Series	Boda	Proficiency	
		Brigade Pedestals	Brigade Metal Overfiles	38000 Series Desking	6550 Series	Ceres	SmartLink	
		Flagship Pedestals	Brigade Steel Bookcase	6600 Series	7700 Series	Comfortask		
		Systems Accessories	Brigade Storage Cabinets	94000 Series Laminate Desking	7800 Series	Conversa		
			Contain	Activity Tables	Accommodate	Endorse		
			Flagship Bookcases	Announce Veneer Desking	Adjustable Task/Lab Stools	Flock		
			Flagship Desk Tower Worksurfaces	Arrange	Boda	Folding Chairs		
			Flagship End Towers	Arrive Veneer Desking	Cambria	Gamut		
			Flagship File Centers	Build Tables	Ceres	Grove		
			Flagship Lateral Accessories	Concinity	Comfortask	GuestStacker		
			Flagship Lateral	Endorse	Conversa	Ignition		
			Flagship Personal Storage Tower	Flock	Endorse	Invitation		
			Flagship Storage Cabinets	Hospitality	Flock	Laurus		
			FlameSafe Fire-Resistant Files	Huddle	Folding Chairs	Lota		
			Lateral File Accessories	Laminate Occasional Tables	Gamut	Motivate		
			Vertical File Accessories	Mentor Desking	Grove	Nucleus		
				Metro Desking	High Density Olson Stacker	Pagoda		
				Motivate	Ignition	Perpetual		
				Park Avenue Laminate & Veneer Collection	High Density Olson Stacker	Purpose		
				Pennsylvania Avenue Veneer Desking	Ignition	Quotient		
				Preside	Invitation	Riley		
				Systems Height Adjustable Tables	Laurus	Sensible Seating		
				Utility Tables	Lota	Solutions Seating		
				Valido Laminate Desking	Motivate	Solve		
				Veneer Occasional Tables	Nucleus	Soothe		
				Voi Laminate & Veneer Desking	Pagoda	Unanimous		
					Park Avenue	Versant		
					Perpetual	Volt		
					Pillow-Soft			
					Purpose			
					Quotient			
					Riley			
					Sensible Seating			
					Solutions Seating			
					Solve			
					Soothe			
					Unanimous			
					Versant			
					Volt			



TCPN Solicitation 14-22
December 10, 2014

Appendix C:

Services:

Rates submitted for services are not-to-exceed, nationwide rates which take into consideration pricing variables such as prevailing/union wages, varying site conditions, hours of installation, size of projects, and other factors. Because these rates are not-to-exceed, we encourage TCPN Members to negotiate lower rates for these services on a project-by-project basis with our authorized TCPN dealers.

The rates for services shall not exceed the following maximum thresholds:

Installation:	Not-to-exceed 25% of the net product total per order; a minimum charge of \$175.00 per order may apply
Design:	Not-to-exceed \$75 per hour
Project Management:	Not-to-exceed \$75 per hour
Reconfiguration:	Not-to-exceed \$100 per hour
Storage:	Not-to-exceed \$5/sq ft/month

Shipping:

Our products typically ship within 30 - 60 days after receipt of an order. All deliveries within the contiguous United States shall be freight prepaid, F.O.B. destination and shall be included in all pricing. For shipments outside of the contiguous United States, shipping terms shall be F.O.B. destination, prepaid to the closest port of embarkation. Additional charges for freight from the port of embarkation to the customer's location shall be negotiated by our authorized TCPN dealer and the end customer.

In the case of an urgent situation, we make our best efforts to meet the required dates of our customers within our standard lead times for the products being rushed ordered. An expedited order that is requesting a delivery date earlier than our standard lead times will incur a 3.5% list up-charge, this up-charge is non-discountable. If the rush order is a result of a Dealer error or The HON Company's error such as a shortage, damage, etc. The HON company will make every effort to expedite the product at no cost to the customer.



TCPN Solicitation 14-22
December 10, 2014

Appendix C:

Warranty Information:

The HON Company's published warranties are included in our pricing offered to TCPN. Please see below for a copy of our HON Lifetime Warranty and our basyx by HON Warranty.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

HON's FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating "lira"-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON's FULL 5-YEAR WARRANTY

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

Your HON dealer is our mutual partner in supporting your warranty requests.

To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY. AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any basyx by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating Usage

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A word about color variations, fabrics and finishes:

The HON Company does not warrant the color fastness or matching of colors, grains, or textures of covering materials. Customer's Own Material (COM)

Not available on basyx by HON product.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your basyx by HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.



National IPA Contract R142208

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating	basyx Branded Products	Education	Soothe Recliner & High-Back Patient Chair
1	\$0 - \$100,000	67.0%	58.0%	56.0%	56.0%	58.0%	56.0%	54.1%
2	\$100,001 - \$250,000	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%	56.1%
3	\$250,001 and above	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated
		Product Series:	Products Series:	Product Series:	Product Series:	Product Series:	Product Series:	Product Series:
		Abound Systems	210, 310, 320, 510 Series Vertical Files	10500 Series Laminate Desking	2400 Series		Accomplish	Soothe Patient Recliner
		Abode Systems	500 Series Laterals	10700 Series Laminate Desking	2800 Series		Cafeteria Tables	Soothe High-back Patient Chair
		Accelerate Systems	Brigade Laterals	34000 Series Desking	6540 Series		Proficiency	
		Brigade Pedestals	Brigade Metal Overfiles	38000 Series Desking	6550 Series		SmartLink	
		Flagship Pedestals	Brigade Steel Bookcase	6600 Series	7700 Series			
		Systems Accessories	Brigade Storage Cabinets	94000 Series Laminate Desking	7800 Series			
			Contain	Activity Tables	Accommodate			
			Flagship Bookcases	Announce Veneer Desking	Adjustable Task/Lab Stools			
			Flagship Desk Tower Worksurfaces	Arrange	Boda			
			Flagship End Towers	Arrive Veneer Desking	Cambia			
			Flagship File Centers	Built Tables	Ceres			
			Flagship Lateral Accessories	Concinity	ConforTask			
			Flagship Lateral Laterals	Endorse	Convera			
			Flagship Personal Storage Tower	Flock	Endorse			
			Flagship Storage Cabinets	Hospitality	Flock			
			FlameSafe Fire-Resistant Files	Huddle	Folding Chairs			
			Lateral File Accessories	Laminate Occasional Tables	Ganuit			
			Vertical File Accessories	Mentor Desking	Grove			
				Metro Desking	GuestStacker			
				Motivate	High Density Olson Stacker			
				Park Avenue Laminate & Veneer Collection	Ignition			
				Pennsylvania Avenue Veneer Desking	Invitation			
				Preside	Laurus			
				Systems Height Adjustable Tables	Lola			
				Utility Tables	Motivate			
				Valido Laminate Desking	Nucleus			
				Veneer Occasional Tables	Pagoda			
				Voi Laminate & Veneer Desking	Park Avenue			
					Perpetual			
					Pillow-Soft			
					Purpose			
					Quotient			
					Riley			
					Sensible Seating			
					Solutions Seating			
					Solve			
					Soothe			
					Unanimous			
					Versant			
					Volt			



TCPN Solicitation 14-22
December 10, 2014

Product Discounts:

The HON Company is offering our entire catalog of HON and basyx branded products; these products are outlined in our HON List Pricer dated January 1, 2014.

Appendix C:

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating	basyx Branded Products	Education
1	\$0 - \$100,000	67.0%	58.0%	56.0%	56.0%	58.0%	56.0%
2	\$100,001 - \$250,000	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%
3	\$250,001 and above	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated	Negotiated
		Product Series:	Product Series:	Product Series:	Product Series:	Product Series:	Product Series:
		Accelerate Systems	Flagship Personal Storage Tower	Preside	Cambia	(All available models as of 12/10/14)	Accomplish
		Initiate Systems	Flagship Desk Tower Worksurfaces	Endorse	Convera		Proficiency
		Around Systems	Flagship End Towers	Flock	Invitation		SmartLink
		Flagship Pedestals	Flagship Lateral Accessories	Motivate	Laurus		Cafeteria Tables
		Brigade Pedestals	Flagship Storage Cabinets	Huddle	Park Avenue		
		Systems Accessories	Flagship Bookcases	Hospitality	Pillow-Soft		
			Flagship File Centers	Systems Height Adjustable Tables	Riley		
			Flagship Lateral	6600 Series	Versant		
			Brigade Metal Overfiles	Utility Tables	2400 Series		
			Brigade Storage Cabinets	Activity Tables	2900 Series		
			Brigade Steel Bookcase	Veneer Occasional Tables	6540 Series		
			Brigade Laterals	Laminate Occasional Tables	6550 Series		
			500 Series Laterals	Announce Veneer Desking	Adjustable Task/Lab Stools		
			FlameSafe Fire-Resistant Files	Park Avenue Laminate & Veneer Collection	Boda		
			Lateral File Accessories	Arrive Veneer Desking	Ceres		
			210, 310, 320, 510 Series Vertical Files	Pennsylvania Avenue Veneer Desking	Comfortask		
			Vertical File Accessories	Voi Laminate & Veneer Desking	Endorse		
				Valido Laminate Desking	Flock		
				10700 Series Laminate Desking	Folding Chairs		
				10500 Series Laminate Desking	Gamut		
				94000 Series Laminate Desking	GuestStacker		
				38000 Series Desking	Ignition		
				Mentor Desking	Lota		
				Metro Desking	Motivate		
				34000 Series Desking	Nucleus		
					High Density Olson Stacker		
					Pagoda		
					Perpetual		
					Purpose		
					Sensible Seating		
					Solutions Seating		
					Unanimous		
					Volt		
					7700 Series		
					7800 Series		



TCPN Solicitation 14-22
December 10, 2014

Appendix C:

Services:

Rates submitted for services are not-to-exceed, nationwide rates which take into consideration pricing variables such as prevailing/union wages, varying site conditions, hours of installation, size of projects, and other factors. Because these rates are not-to-exceed, we encourage TCPN Members to negotiate lower rates for these services on a project-by-project basis with our authorized TCPN dealers.

The rates for services shall not exceed the following maximum thresholds:

Installation:	Not-to-exceed 25% of the net product total per order; a minimum charge of \$175.00 per order may apply
Design:	Not-to-exceed \$75 per hour
Project Management:	Not-to-exceed \$75 per hour
Reconfiguration:	Not-to-exceed \$100 per hour
Storage:	Not-to-exceed \$5/sq ft/month

Shipping:

Our products typically ship within 30 - 60 days after receipt of an order. All deliveries within the contiguous United States shall be freight prepaid, F.O.B. destination and shall be included in all pricing. For shipments outside of the contiguous United States, shipping terms shall be F.O.B. destination, prepaid to the closest port of embarkation. Additional charges for freight from the port of embarkation to the customer's location shall be negotiated by our authorized TCPN dealer and the end customer.

In the case of an urgent situation, we make our best efforts to meet the required dates of our customers within our standard lead times for the products being rushed ordered. An expedited order that is requesting a delivery date earlier than our standard lead times will incur a 3.5% list up-charge, this up-charge is non-discountable. If the rush order is a result of a Dealer error or The HON Company's error such as a shortage, damage, etc. The HON company will make every effort to expedite the product at no cost to the customer.



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December 10, 2014

Appendix C:

Warranty Information:

The HON Company's published warranties are included in our pricing offered to TCPN. Please see below for a copy of our HON Lifetime Warranty and our basyx by HON Warranty.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

HON's FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating iltra®-stretch
- Laminated surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON's FULL 5-YEAR WARRANTY

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

Your HON dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY. AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any basyx by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating Usage

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A word about color variations, fabrics and finishes:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials. Customer's Own Material (COM)

Not available on basyx by HON product.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your basyx by HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.