

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH DEPENDABLE NURSING, LCC

BACKGROUND INFORMATION:

The medical needs of some San Ysidro School District students require the professional expert skills of a Licensed Vocational Nurse as determined by their Individualized Educational Plan (IEP). They may include, but are not limited to, specialized medication administration, diabetic care, providing oral suctioning, tracheostomy care, tube feedings, glucose monitoring and severe health care precautions. The students with existing medical conditions must be carefully monitored, particularly those who are medically fragile. This also includes a requirement for a licensed nurse to ride the bus with students to monitor students' health condition during transport. The medical needs of these students can be served by Licensed Vocational Nurses through coordination and consultation with the District's credentialed school nurse.

The cost implication will be \$37.00 per hour.

RECOMMENDATION:

Approve/Ratify the agreement with Dependable Nursing, LCC to provide nursing services to a Special Education student at a cost not to exceed \$12,950.00 from the Special Education fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

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

Yes No

Yes No

Requisition #

Estimated

\$12,950.00

(Amount)

Special Education

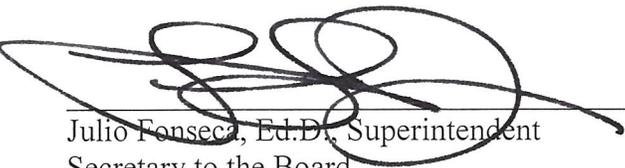
(Name of funding source and/or location)

0100-5640000-0000-3140-5800010-052

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

2016-2017 San Diego County Nonpublic Master Contract

San Diego County
Nonpublic
Master Contract

Directions:

- Main document **must** be completed for every Nonpublic School/Agency or Room & Board Contract.
- Complete and attach Appendices A: School, B: Agency, C: Room & Board as appropriate.



San Diego County Office of Education
Student Services and Programs Division
Special Education Department

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**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2016-2017

This Master Contract is made and entered into

this 10th day of February, 2017 between the

San Ysidro School District, County of San Diego,
(Local Education Agency)

hereinafter sometimes referred to as the "LEA," and

NONPUBLIC
Dependable Nursing, LLC
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

CONTRACT YEAR 2016-2017

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SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

For the purpose of providing special education and related services to individuals with exceptional needs under the authorization of Education Code sections 56157, 56361, and 56365-56366.5 the Master Contract consists of (the Main Document and Master Contract Appendices A (Schools), B (Agencies), C (Room & Board)). The general term "Master Contract" refers to the Master Contract /Main Document/ and Master Contract /Appendices A (Schools), B (Agencies), and C (Room and Board) given to the CONTRACTOR by a representative of the LEA's Special Education Unit on terms acceptable to the LEA and CONTRACTOR.¹ It is also understood that this contract does not commit the CONTRACTOR to provide special education and related services to any individual unless and until an Individual Services Agreement is executed between the LEA and the CONTRACTOR on behalf of such individual or interim written approval is given to the CONTRACTOR by an authorized representative of the LEA's Special Education Unit. This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date, during which time the contract and/or Individual Services Agreement shall be completed and executed by the LEA and CONTRACTOR. If an Individual Services Agreement is not completed and executed by the LEA and the CONTRACTOR within this ninety-day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

1.2 SUPERSEDES PRIOR CONTRACTS

This Master Contract includes the Main Document, Appendix A (Schools), Appendix B (Agencies), Appendix C (Room and Board), to the extent that they are applicable, and each ISA, all of which are incorporated herein by this reference and any exhibits or attachments hereto constitute the entire agreement between the parties to this contract and supersedes any prior contract, understanding, or agreement with respect to the terms set forth in this contract.

1.3 MODIFICATIONS AND AMENDMENTS

The LEA and CONTRACTOR agree that any amendments to the contract must be in writing and approved by the LEA's Governing Board and the Board of Directors/Trustees or authorized representative of CONTRACTOR. Prior to executing a written amendment to the contract, the LEA shall obtain approval from the San Diego County SELPA Directors and the County Director of Special Education. In implementing this Master Contract, any specific terms related to an individual pupil shall be reflected in the Individual Services Agreement.

1.4 INDIVIDUAL SERVICES AGREEMENT

The LEA and CONTRACTOR shall enter into an Individual Services Agreement for each pupil who is to receive special education and/or related services provided by the CONTRACTOR. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's Individualized Education Program (IEP) or Individualized Family Service Plan (IFSP) (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled with the approval of the LEA. Changes in any LEA pupil's educational program, including instruction, services, or instructional setting provided under this contract, may only be made on the basis of revisions to the pupil's IEP or IFSP. At any time during the term of this contract, the parent, the CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by law, including notice given to and participation by the CONTRACTOR in the IEP Team meeting. In the event that the CONTRACTOR recommends that the pupil requires either a lesser or more restrictive placement than the CONTRACTOR can provide, the CONTRACTOR will notify the LEA immediately. The LEA shall expedite the review and/or the resulting change in placement, and shall modify the Individual Services Agreement as appropriate if there is a change in the instructional and/or other services provided.

¹ Please see Appendix B for Agencies for exceptions to NPA Hired as Full Time Equivalent.

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

A current copy of the CONTRACTOR'S California Department of Education Nonpublic Certification or waiver of such certification issued by CDE pursuant to EC 56366.2 is attached hereto. This Master Contract shall be null and void if such certification is expired, revoked, rescinded, or otherwise nullified during the effective period of this contract.

1.6 TERM OF MASTER CONTRACT

Neither the CONTRACTOR nor the LEA is required to renew this contract in subsequent contract years. In the event that a pupil is enrolled with the CONTRACTOR during the term of this contract and said pupil continues to receive special education and/or related services by the CONTRACTOR as approved by the LEA in accordance with the pupil's IEP/IFSP and either (a) a new contract has not been fully executed or (b) the CONTRACTOR or the LEA chooses not to renew this contract, the terms of this contract and associated Individual Service Agreements shall apply to any and all special education and/or related services provided by CONTRACTOR and payment for those services by the LEA.

Upon agreement of both parties to this Master Contract, its provisions shall be retroactive to the beginning of this contract year (July 1st), to cover services provided by the CONTRACTOR to LEA students, unless otherwise mutually agreed upon by both parties.

The term of this Master Contract shall be from February 10, 2017 to June 30, 2017.

Any subsequent Master Contract is to be renegotiated prior to June 30 of each year.

This Master Contract has no force or effect until approved or ratified by the LEA's Governing Board.

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

During the term of this contract, the CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations relating to the required special education and designated instruction and services and facilities for individuals with exceptional needs, including those not expressly documented in this Master Contract.

a. Nondiscrimination

The CONTRACTOR and the LEA shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation disability or any other classification protected by federal or state laws in employment or operation of its programs.

b. Sexual Harassment Policy

The CONTRACTOR shall have a written policy on sexual harassment in accordance with state and federal regulations and guidelines.

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:

- (1) Any intervention that is designed to, or likely to, cause physical pain;
- (2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
- (3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
- (4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;

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- (5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
- (6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
- (7) Any intervention that precludes adequate supervision of the individual; and
- (8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

Contractor shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations, such that students who exhibit serious behavioral challenges receive timely and appropriate assessments and positive supports and interventions in accordance with the federal Individuals with Disabilities Education Act and its implementing regulations.

When a CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled by the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavioral plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

e. Behavioral Emergency Reports (Ed. 56521.1(a))

- (1) Anytime an emergency intervention is used pursuant to Ed Code Section 56521.1(a) subsection (i), CONTRACTOR must notify LEA and IEP team immediately and document emergency intervention in a "Behavioral Emergency Report" as defined by 56521.1(e).
- (2) Whenever a "Behavioral Emergency Report" is written regarding an individual who does not have a behavioral intervention plan, the designated responsible administrator shall, within two days, schedule an IEP team meeting to review the emergency report, to determine the necessity for a functional behavioral assessment, and to determine the necessity for an interim behavioral intervention plan.
- (3) Anytime a "Behavioral Emergency Report" is written regarding an individual who has a behavioral intervention plan, any incident involving a previously unseen serious behavior problem or where a previously designed intervention is not effective should be referred to the IEP team to review and determine if the incident constitutes a need to modify the plan.
- (4) "Behavioral Emergency Report" data shall be collected by CONTRACTOR and be submitted to LEA which shall report annually the number of Behavioral Emergency Reports to the California Department of Education and the Advisory Commission on Special Education.
- (5) A summary of Behavioral Emergency Reports shall be submitted at least monthly to the LEA and the Director of the Special Education Local Plan Area of which the LEA is a member.

1.8 DEFINITIONS

"DAYS": For the purpose of the contract, "days" refers to calendar days unless otherwise specified.

"PARENT": For the purpose of the contract, a parent (34CFR 300.3Da) is the natural parent, adoptive parent, or legal guardian or any other adult granted educational decision-making rights by the natural or adoptive parent or a court of competent jurisdiction. A trained, certified surrogate parent, identified by the LEA, may act on behalf of the pupil if no parent, guardian or person acting as a parent can be located. The LEA shall be responsible for providing a translator for the parent if needed.

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

Notices provided for by this contract shall be in writing, be delivered to the individual identified below in this section, and shall be delivered by certified, registered, or return receipt requested mail, postage prepaid, or by facsimile transmission, unless a specific section of this contract requires or allows notice or contact to be made in a different manner or to a different individual. The effective date of an invoice shall be the date of its receipt by the LEA. The effective date of all other notices shall be the date of the postmark or of the facsimile transmittal date identified in the document. In the event there is a change in the individual to be notified, the CONTRACTOR or the LEA shall provide written notice of the change and, after such notice is provided, all future notices shall be addressed to that individual. Notice may be provided under this section pursuant to regular United States mail if the LEA and CONTRACTOR agree in writing to notice by regular United States mail. If the LEA or CONTRACTOR does not identify an individual to be notified in this section, the person to be notified under this section shall be the LEA or CONTRACTOR representative that executes this contract.

Notices mailed to the LEA shall be addressed to:

Arturo Sanchez Macias, Deputy Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

arturo.macias@sysd.k12.ca.us
Email Address

Notices to the CONTRACTOR shall be addressed to:

Jackson Long, Director
Name/Title

Dependable Nursing, LLC
Nonpublic School

5055 Avenida Encinas, Suite 120
Address

Carlsbad CA 92008
City State Zip

(760) 602-0583
Phone

(760) 602-0584
Facsimile

jrose@dependablenursing.org
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

2.3 SUBCONTRACT AND ASSIGNMENT

The CONTRACTOR shall not enter into an initial subcontract with any noncertified Nonpublic Agency (NPA) or provider, for any of the instructional or related services contemplated under this contract without first obtaining written approval by a representative of the San Diego County Office of Education (i.e. County Director of Special Education or a SELPA Director). Such approval shall not be unreasonably withheld. The LEA and CONTRACTOR shall maintain a copy of the written approval.

2.4 INDEMNIFICATION

The CONTRACTOR hereby indemnifies, defends, and holds harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The LEA hereby indemnifies, defends, and holds harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the LEA, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for the LEA's sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for the CONTRACTOR'S sole negligence or willful misconduct. This indemnity shall survive the termination of the Contract or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under the law or this contract.

2.5 INSURANCE

During the entire term of this contract and any extension or modification thereof, the CONTRACTOR shall keep in effect a policy or policies of general liability insurance, including contractual liability coverage, professional liability, and auto liability coverage of owned and non-owned vehicles used by CONTRACTOR in relation to the performance of service(s) under this Master Contract, with minimum limits of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name LEA as an additional insured, and an endorsement evidencing such coverage shall be provided within 90 days, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification clause, Section 2.6, of this Master Contract.

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR

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shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self insurance covers persons acting on its behalf or under its control, that its self insurance covers LEA's indemnification obligations to CONTRACTOR under this contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self insurance in the event the indemnification obligations of Section 2.6 of this contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 2.3 (Notices) of this contract, of any material insurance coverage changes at least thirty days prior to the change.

CONTRACTOR agrees that any subcontractor with which it contracts to provide services pursuant to any Individual Services Agreement, shall submit written proof of insurance in a minimum amount of \$1,000,000 per occurrence, including general, liability, auto liability (if applicable), and professional liability (if applicable). Such insurance shall be maintained by any subcontractor for the scope of duties performed and duration of time it provides services to LEA pupils. Proof of insurance shall be provided to the LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of the LEA; otherwise, certificates of insurance may be acceptable proof, provided that the information thereon is adequate and verifiable. Subcontractors shall be required to provide to the CONTRACTOR written notice of cancellation of insurance or adverse material change in such insurance at least 30 days prior to cancellation or adverse material change or within one business day after receiving such notice, whichever is earlier.

2.6 TRANSPORTATION

Transportation costs are the responsibility of the LEA unless otherwise agreed to in writing. The CONTRACTOR shall provide each pupil whom the CONTRACTOR transports with adequate supervision during transports and with instruction in school bus emergency procedures and passenger safety, as appropriate to the pupil's needs. The CONTRACTOR shall have in place a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of pupils.

In the event the CONTRACTOR transports students due to health, behavior, or other emergencies, or as otherwise agreed to between the CONTRACTOR and the LEA, the LEA shall reimburse CONTRACTOR at the rate specified in this Master Contract (Rate Schedule - Schools: Section 4.1, Agencies: Section 5.1).

2.7 WAIVERS

The LEA and/or CONTRACTOR may independently or jointly submit waivers of applicable state laws and regulations.

2.8 SUCCESSORS IN INTEREST

This contract binds the CONTRACTOR's successors and assignees. CONTRACTOR shall not assign this Master Contract without the written consent of LEA, and any attempt by Contractor to effect such an assignment without the written consent of LEA shall make this Master Contract terminable at the option of the LEA.

2.9 SEVERABILITY

If any provision or portion of a provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and of the entire contract shall be severable and shall remain in effect.

2.10 CONFLICTS OF INTEREST

a. The CONTRACTOR agrees to furnish to the LEA a copy of its current bylaws and a current list of its Governing Board of Directors (or Trustees), if it is incorporated. LEA has the right to request a current list of the Board of Directors or Trustees at any time during the term of the Master Contract.

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b. CONTRACTOR and members of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA, provisions of private party assessments and/or reports, and attendance at the IEP team meetings and/or due process proceedings.

c. Anytime the CONTRACTOR is contracted to conduct a formal Independent Educational Evaluation (IEE), and the IEP team determines that services are necessary as a result of that IEE the LEA shall be obligated to select a service provider who is not the CONTRACTOR. Unless, a service provider who is not the CONTRACTOR is unavailable or unable to provide that service.

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

The CONTRACTOR shall notify the LEA in writing when the CONTRACTOR is unable to meet the requirements of this contract. The LEA shall notify CONTRACTOR in writing when the LEA is unable to meet the requirements of this contract.

2.12 DISPUTE RESOLUTION

Disagreements concerning the meaning, requirements or performance of this contract shall first be brought to the attention of the other party in writing, pursuant to the notice provisions (Section 2.3) of this contract, in an attempt to resolve the dispute at the lowest level. Any remaining disputes or disagreements may be resolved either 1) as voluntarily agreed to by the parties, 2) by equitable remedies, or 3) by other legal means.

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR agrees to maintain policies and procedures as follows: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA).

2.14 VENUE AND GOVERNING LAW

This contract, and conditions of this contract, shall be governed by the laws of the State of California with venue in San Diego County, California.

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

The CONTRACTOR acknowledges and understands that the LEA may report to the CDE any violations of the provisions of this contract; and that may result in the suspension of the CDE nonpublic school certification pursuant to California EC section 56366.4(a).

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies

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Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services, for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

The Individual Services Agreement may be terminated or suspended by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 (Notices) of this contract, or immediately if the CONTRACTOR and the LEA mutually agree that there are significant health or safety concerns.

Individual Services Agreements are null and void upon termination of the Master Contract.

The LEA shall not terminate Individual Services Agreements because of the availability of a public class initiated during the course of the contract unless the parent agrees to the transfer of a pupil to a public school program, which agreement must only be given in a duly called and held IEP/IFSP meeting at which the CONTRACTOR is present.

2.17 INDIVIDUALIZED EDUCATION PROGRAM (IEP) / INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

When a pupil is accepted for enrollment in a nonpublic school, the CONTRACTOR shall provide the pupil a program of educational instruction and services within the nonpublic school, which is consistent with his or her IEP/IFSP as specified in each pupil's Individual Services Agreement.

The CONTRACTOR shall implement those responsibilities delegated to CONTRACTOR in the plan for transition services (per EC section 56445 and EC section 56462) as stated by the IEP/IFSP.

The CONTRACTOR shall provide an appropriate adult to pupil ratio for pupils with exceptional needs between three and five years of age, in accordance with EC 56441.5.

The LEA shall invite the CONTRACTOR and the CONTRACTOR shall participate in all IEP/IFSP meetings, including those related to placement and those called by the parent in accordance with EC section 56343.5, so long as the pupil is to be served by the CONTRACTOR pursuant to an Individual Services Agreement. The child's present teacher shall participate in the IEP meeting in accordance with EC 56341(b)(3). Every effort shall be made to schedule the meeting at a time and place that is mutually convenient to parents, CONTRACTOR's staff, and LEA's staff.

The local educational agency shall oversee and evaluate the pupil's placement in the NPS through the IEP process. The IEP team shall evaluate whether the pupil is making appropriate educational progress through a review of the student's progress toward IEP goals and, as appropriate, a review of the pupil's scores on state assessments. If the NPS staff or LEA will be making recommendation(s) for significant changes to the student's program, placement or services, the LEA Case Manager and representative of the NPS shall discuss the recommendation(s) prior to the IEP meeting. The IEP team will consider whether or not the needs of the pupil continue to be best met at the nonpublic school, whether changes to the pupil's IEP are necessary, and whether the pupil may be transitioned to a public school setting (EC 56366(a)(2)(B), EC 56343(d), EC 56043(h)). Partial day attendance at the NPS may be appropriate to support transition to a public school program.

2.18 FREE APPROPRIATE PUBLIC EDUCATION

No charge of any kind to parents shall be made by the CONTRACTOR for educational activities and related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of a pupil's enrollment under the terms of the contract, except as specified in writing in a due process procedure that is signed by all relevant parties and attached to the relevant pupil's Individual Services Agreement, or for voluntary extracurricular activities conducted subsequent to written notification to parents as to the cost and the voluntary and extracurricular nature of the activity. Unless the activity (for example, field trips) takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEP/IFSPs.

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2.19 TRANSITION TO A LRE

CONTRACTOR & LEA shall support Least Restrictive Environment options, including dual enrollment, if appropriate, for students enrolled in NPS to have access to the general curriculum and to be education with nondisabled peers to the maximum extent appropriate.

CONTRACTOR & LEA shall address LRE placement options for students enrolled in NPS at all IEP team meetings, including whether the students may be transitioned to a public school setting.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

2.20 PUPIL PROGRESS

The CONTRACTOR shall have written procedures in place for measuring progress utilizing on-going data collection in the goal areas identified on the IEP/IFSP.

The CONTRACTOR shall provide to parents and the LEA case manager written pupil progress reports on the goals in the IEP/IFSP, no less than quarterly. The CONTRACTOR shall submit an updated report if there is no current progress report when pupils are scheduled for a review by the IEP/IFSP team or when a pupil's enrollment is terminated.

The CONTRACTOR shall allow periodic review of each pupil's instructional program by the LEA. Representatives of the LEA shall have reasonable access to observe each pupil at work, observe the instructional setting, meet with the CONTRACTOR and review each pupil's progress, including the behavioral intervention plan, if any. LEA representatives making site visits shall initially report to the CONTRACTOR's site administrative office.

2.21 ASSESSMENTS

a. Individual Student Assessments

If the CONTRACTOR receives a parent request for evaluation, the CONTRACTOR shall inform the parent of his or her ability to submit a written request for evaluation to the LEA in accordance with applicable law. The LEA shall collaborate with the CONTRACTOR to develop the evaluation plan and submit it to the parent for approval. The LEA retains the responsibility for conducting triennial evaluations (EC 56381(c)).

2.22 CONFIDENTIALITY OF RECORDS

All reports, records and other documents that CONTRACTOR is required to submit to LEA, the Special Education Local Plan Area, or otherwise, pursuant to this contract, shall be redacted to the extent necessary and appropriate to protect the confidentiality and privacy of pupils, employees, and subcontractors, as provided for pursuant to state and federal law.

2.23 FORWARDING OF EDUCATIONAL RECORDS

The CONTRACTOR agrees, in the event of school closure, to immediately forward pupil records to the LEA pertaining to the LEA's pupils enrolled in CONTRACTOR's educational program. These records shall include, but need not be limited to, current transcripts, IEP/IFSPs and results of performance testing.

2.24 DATA REPORTING

CONTRACTOR agrees to provide LEA with all student information required for LEA to report to the California Longitudinal Pupil Achievement Data System (CALPADS) as well as other data as required by Every Student Succeeds Act (ESSA) or any federal data reporting requirements, including, but not limited to, data required to calculate enrollment and dropout and graduation rates.

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SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

The CONTRACTOR shall provide all contracted special education, and/or related services required by the IEP/IFSP, Master Contract and Individual Services Agreement by appropriately qualified staff. The CONTRACTOR shall provide appropriately credentialed teachers and/or licensed or license-eligible personnel or other education related mental health provider consistent with the California laws and regulations unless the California Department of Education has granted a written waiver. The CONTRACTOR shall be responsible for monitoring the status of waiver applications submitted to the state for all non-credentialed teachers and non-licensed service providers. All non-credentialed teachers and non-licensed service providers shall apply for a waiver.

For a NPSs A-G course credits, only University of California A-G approved courses will be accepted by contracting districts.

The CONTRACTOR shall be responsible for verification of credentials and licenses held by its employees, agents and subcontractors. Once the CONTRACTOR has provided the LEA with a copy of the credential or license for all staff providing services to children with disabilities, the CONTRACTOR shall supply the LEA with copies of any changes in the credentials or licenses of staff within 45 days of the change in accordance with Title 5, Section 3062.

The CONTRACTOR is fiscally responsible for all training necessary to provide appropriate services per IEP/IFSP. The LEA shall not reimburse CONTRACTOR for training that occurs outside of contact time with student, and that is not during implementation of IEP/IFSP.

Where behavior intervention services are provided by a nonpublic agency, the CONTRACTOR shall train staff in implementing the behavior support plan or Behavior Intervention Plan and pupils shall receive the level of supervision required in the pupil's IEP/IFSP.

The CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including the provisions with respect to supervision.

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

The CONTRACTOR shall ensure that employee fingerprints have been processed in a manner required by EC section 44237. The CONTRACTOR shall maintain a file containing a current certificate of each person covered by Health and Safety Code Sections 121525-121555 (tuberculosis testing). In addition, contractor will adhere to all of the requirements under AB 389.

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

Effective July 1, 2001 the CONTRACTOR shall ensure that newly hired instructional aides and teacher assistants have demonstrated proficiency in basic reading, writing, and mathematics skills, based on a test selected and administered by the CONTRACTOR.

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

The CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the child abuse reporting laws, acknowledging their training and understanding of the reporting requirements regarding observed or suspected cases of child abuse. When filing a child abuse report under the Child Abuse Reporting laws, the CONTRACTOR shall include in the report the name, telephone number and address of the LEA representative as identified in Section 2.3 (Notices) of this contract.

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b. Missing Students

The CONTRACTOR shall ensure that staff is aware of its responsibility and requirement to report to parents, and local law enforcement as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with EC 49370. The CONTRACTOR shall contact the LEA Case Manager by telephone no later than the end of the day in the event a pupil leaves campus without permission, does not return that school day, and is not located at his or her residence or in the custody of his or her parent or guardian.

c. Student Injury

The CONTRACTOR agrees to complete a written report when a pupil has suffered an injury that requires medical attention, and notify the LEA case manager within 48 hours.

In case of incident, the CONTRACTOR agrees to submit a written report to the LEA case manager by the end of the following school day, in cases of injury resulting from physical restraint or the death of a student. The CONTRACTOR agrees to reasonably participate in any communications between a pupil's parents and the LEA regarding any injuries resulting from physical restraint.

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

The CONTRACTOR shall submit invoices monthly. The effective date of an invoice shall be the date of the receipt by the LEA. Invoices should clearly reflect rates as specified in the Master Contract, be in accordance with the Individual Services Agreements, and include all days of creditable service, beginning no earlier than the date specified in the Interim Written Approval or ISA. The CONTRACTOR shall submit said invoice for services rendered no later than thirty (30) days from the end of the attendance accounting period calendar month in which said services are actually provided and the invoice shall be submitted pursuant to Section 2.3 (Notices) of this contract. All education related mental health services will be billed by contractor in separate invoice.

b. Late Invoices

If the LEA does not receive a properly submitted invoice within thirty (30) days from the end of the attendance accounting period calendar month, the LEA may deduct 1.5% per month, calculated proportionately per day, of that total invoice, if the LEA does not agree to the request of the CONTRACTOR to an extension of time to submit the invoice.

c. Payment

The LEA shall make payment within forty-five (45) days of receipt of a properly prepared and submitted invoice and such payment shall be submitted pursuant to Section 2.3 (Notices) of this contract. This payment shall be at the rates agreed to in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and shall be in an amount equal to the number of creditable days of attendance during both the regular and extended school years, make-up sessions (including "excused" absences) per the individual services agreement for each pupil. This calculation shall include the Extended School Year if the pupil is enrolled in the Extended School Year, and any other absence for which the LEA has agreed to pay CONTRACTOR and any related services and transportation costs as specified in the Rate Schedule (See Appendix A for Schools, B for Agencies, and C for Room and Board) of this contract and in accordance with the Individual Services Agreements. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Payment by the LEA shall refer to the invoice number or the date of the bill submitted by the CONTRACTOR.

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d. Pupil Enrolled Prior to Approval of Agreement to a Contract

Ed Code addresses situations when a contract has not yet been developed and the pupil is enrolled and receiving services from the Nonpublic School or Agency (ED 56366.9 c (1)).

"If a pupil is enrolled in a nonpublic, nonsectarian school or agency with the approval of the local educational agency prior to agreement to a contract or individual services agreement, the local educational agency shall issue a warrant, upon submission of an attendance report and claim, for an amount equal to the number of creditable days of attendance at the per diem tuition rate agreed upon prior to the enrollment of the pupil. This provision shall be allowed for 90 days during which time the contract shall be consummated."

e. Late Payment

If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning day forty-six (46) from receipt of the invoice. Interest shall be calculated in accordance with standard accounting procedures. The CONTRACTOR shall bill the LEA for the interest. Failure by the LEA to pay an appropriately submitted invoice within 90 days of receipt may be considered a breach of contract.

f. Medi-Cal Reimbursement

Documentation of LEA Medi-CAL Billable Services will be completed by the provider. All documentation of provider services shall be given to the District/SELPA for reimbursement submissions to Medi-Cal. The contractor will not submit any claims in the LBO (LEA) program and the LEA has the right to submit claims for reimbursement.

4.2 RIGHT TO WITHHOLD

The LEA has the right to withhold payment to the CONTRACTOR when the LEA has reliable evidence, described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) service is provided by personnel who are not appropriately credentialed/licensed; (B) records required by the LEA prior to school closure with respect to one or more LEA pupil(s) enrolled in CONTRACTOR's educational program have not been received; (C) the CONTRACTOR confirms a pupil's change of residence to another district but neglects to notify the LEA within 5 days; or (D) the CONTRACTOR fails to notify the LEA within 5 days after the 10th consecutive school day of a pupil's absence. If the basis for withholding is subsections (B) (C) or (D) of this section the LEA may only withhold the proportionate amount of the bill related to that pupil. If the basis for withholding is subsection (A) of this section, the LEA may only withhold payment for services provided by that personnel.

The LEA shall notify CONTRACTOR in writing within 10 working days of receipt of an invoice of any reason why requested payment shall not be paid. (EC section 56366.5(a)). Such notice shall specify the basis for the LEA's withholding payment and shall be made pursuant to Section 2.3 (Notices) of this contract. If no notice of withholding is provided to CONTRACTOR within 10 working days of receipt of an invoice, the LEA shall not withhold any payment. Within fourteen (14) days from the date of receipt of such notice, the CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment. Upon receipt of the CONTRACTOR'S written request showing good cause sent pursuant to Section 2.3 (Notices) of this Contract, the LEA shall extend the CONTRACTOR'S time to respond by an additional fourteen days. The CONTRACTOR shall submit rebilling for payment no later than thirty (30) calendar days when an invoice is returned to the CONTRACTOR with a notice of withholding. Upon verification of remediation of identified deficiencies and receipt of rebilling, the LEA shall pay the resubmitted invoice in accordance with Schools: Section 4.1, Agencies: Section 5.1 (Rate Schedule) of this contract. If CONTRACTOR does not resubmit sufficient rebilling or verify remediation of identified deficiencies within thirty (30) calendar days, that shall constitute a reason to continue to withhold payment unless and until CONTRACTOR resubmits the bill and corrects the deficiencies as noted in the original notice of withholding.

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4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

The CONTRACTOR shall maintain cost data in sufficient detail to verify the annual operating budget in providing education and designated instructional services to children with disabilities and shall make that data available to the LEA upon reasonable request consistent with the provisions of this section. Fiscal records shall be maintained by the CONTRACTOR for five years and shall be available for audit consistent with the provisions of this section.

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

The CONTRACTOR shall provide access to, or forward copies of, any documents or other matters relating to the contract within 20 days upon reasonable request by the LEA except as otherwise provided by law. The reason for this request for records shall be provided to the CONTRACTOR at the time it is made. The CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. Such documents may include: 1) registers and roll books of teachers; 2) daily service logs and notes or other documents used to record the provision of related services; 3) absence verification records; 4) transportation records; 5) staff lists specifying credentials held, business and/or professional licenses held documents evidencing other qualifications; 6) dates of hire, and dates of termination; 7) staff time sheets; 8) non-paid volunteer sign-in sheets; 9) related services contracts; 10) school calendars; 11) bell/class schedules; 12) liability and workers' compensation insurance policies; 13) state nonpublic school certifications; 14) marketing materials; 15) statements of income and expenses; 16) general ledgers and supporting documents; 17) all budgetary information and projections submitted by the CONTRACTOR to LEA for purpose of contract negotiations.

d. Audit Exceptions

The CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions identified by appropriate LEA personnel or State or Federal audit agencies occurring as a result of the CONTRACTOR's performance of this contract. The CONTRACTOR also agrees to pay to the LEA within thirty days of demand by LEA for any financial penalties resulting from any audit exceptions to the extent they are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this contract unless the LEA agrees to different terms in writing and any demand by LEA for such payment shall be made pursuant to the notice provisions of Section 2.3 of this contract. Any, and all audit exceptions must be specified in complete detail before any demand from the LEA for any amount set forth therein.

e. Reasons for Unannounced Visits

LEA and/or Special Education Local Plan Area representatives may make unannounced inspections when there is a concern regarding the health, safety, or welfare of a child, or a substantial concern regarding the implementation of the IEP.

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SECTION 5: SIGNATURES

This Nonpublic Master Contract 2016-2017, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on February 10, 2017 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature DATE: _____

Jackson Long, Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature DATE: _____

Russell Coronado, Senior SELPA Director
(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature DATE: _____

Arturo Sanchez Macias, Deputy Superintendent
(Type) Name and Title

LEA Board Approval DATE: _____

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Appendix B: Agencies

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San Diego County Office of Education
Student Services and Programs Division
Special Education Department

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CONTRACT YEAR 2016-2017

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. CONTRACTOR shall notify case manager or other authorized district representative of all planned parental visits, and provide opportunity for case manager or other district representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

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- b. All communication between CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Dependable Nursing, LLC

The CONTRACTOR NUMBER: 1A-37-093

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	37.00	hour
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	37.00	hour
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____

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2016-2017**

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

<u>Specialized Orthopedic Services Assessment (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Note Taking Services (750)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness Preparation (820)</u>	_____	_____
<u>Vocational Assessment, Counseling/Guidance Assessment (830)</u>	_____	_____
<u>Career Awareness (840)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Agency Linkages (referral and placement) (865)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900) Music Therapy</u>	_____	_____
<u>Other (900) Vision Therapy</u>	_____	_____
<u>Transportation – Emergency b. Transportation –Parent</u>	_____	_____
<u>Bus Passes</u>	_____	_____
<u>Professional Development</u>	_____	_____

NOTES:

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

DATE: _____

Jackson Long, Director

(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

Russell Coronado, Senior SELPA Director

(Type) Name and Title

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

Arturo Sanchez Macias, Deputy Superintendent

(Type) Name and Title

LEA Board Approval

DATE: _____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) San Ysidro School District
provides to the CONTRACTOR Dependable Nursing, LLC
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2016 - 2017 Contract Year.
Anticipated Student Start Date: _____

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature _____ Date _____

Arturo Sanchez Macias, Deputy Superintendent
Name/Title _____

Agreed to by the CONTRACTOR:

Signature _____ Date _____
Jackson Long, Director
Name/Title _____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)**

This agreement is effective on February 10, 2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic Agency Dependable Nursing, LLC

LEA Case Manager: Name Janette Ridgels Phone Number 619-428-4476 x 3092

Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)		x		25 hours/wk	37.00/hr	14 wks	12,950.00
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)		x		25 hours/wk	37.00/hr	14 wks	12,950.00

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)							
Occupational Therapy – Certified OT Assistant (450)							
Occupational Therapy – Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services – Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A) \$ 12,950.00

B. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) \$ 12,950.00

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

Dependable Nursing, LLC
(Name of Nonpublic Agency)

San Ysidro School District
(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

Jackson Long, Director
(Name and Title)

Arturo Sanchez Macias, Deputy Superintendent
(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH DARCY MORALES MONGE, M.S.

BACKGROUND INFORMATION:

School Psychologist Consultant will be administering psychoeducational assessments, developing behavior interventional plans, managing school based strategies and interventions to address the special education needs of eligible students, measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children, interpreting results of psychological studies, and interpreting and applying state and federal codes.

The Special Education Department would like to extend the services to include initial evaluations, preparing benchmarks and attending Individualized Educational Plan (IEP) meetings at an additional cost of \$30,000.00 for the remainder of 2016-2017 school year.

RECOMMENDATION:

Approve/Ratify the amendment to extend the services of Darcy Morales Monge, M.S. as a school psychologist consultant at an additional cost not to exceed \$30,000.00 from Special Education funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: *Janet*

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

Amendment
\$30,000.00

Special Education

(Funding account number)

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**PROFESSIONAL SERVICES AGREEMENT
WITH
DARCY MORALES MONGE**

For School Psychologist Consultant Services

AMENDMENT

This AMENDMENT is made effective on January 27, 2017, and it is made by and between Darcy Morales Monge 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 October 14, 2016 currently provides services initial and triennial assessments for students who require psycho-educational evaluations and participates in IEP meetings to present assessment results and students' progress.

WHEREAS, the District would like to include additional services initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost not to exceed \$30,000.00.

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

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of \$30,000.00 to original contract. The new contract not to exceed amount is \$40,000.00. All other terms and conditions on original agreement dated October 14, 2016 remain the same.

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

CONSULTANT:

Darcy Morales Monge
3103 Kennelworth Ln
Bonita, CA 91902
(619) 592-6206

DISTRICT:

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

Signature

Darcy Morales Monge, School Psychologist Consultant
Name & Title

Darcy.morales@sysd.k12.ca.us
Email

Date signed

Signature

J. Arturo Sanchez- Macias, Deputy Superintendent
Name & Title

arturo.macias@sysd.k12.ca.us
Email

Date signed

/ February 9, 2017 **12B.7**
Board approved **Page 2 of 2**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH
BRAIN LEARNING PSYCHOLOGICAL CORPORATION

BACKGROUND INFORMATION:

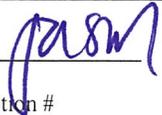
All students with an active Individualized Education Plan (IEP) shall be evaluated every three (3) years unless otherwise modified by the IEP team. Students may be evaluated annually upon request. Independent Educational Evaluations (IEE) are provided at public expense through member district of the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

On January 26, 2017, the Governing Board approved the agreement with Brain Learning Psychological Corporation for a student in Special Education. The Special Education Department would like to amend the agreement to include services for an additional student by increasing the costs implications from \$7,445.00 to \$11,245.00 for Psychoeducational Evaluations, Educationally Related Mental Health Services (ERMHS) evaluation, Functional Behavior Analysis, and participation in IEP meetings.

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with Brain Learning Psychological Corporation to provide independent evaluations at a cost not to exceed \$11,245.00 from the Special Education fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$11,245.00
(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:


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

**PROFESSIONAL SERVICES AGREEMENT
WITH
BRAIN LEARNING PSYCHOLOGICAL CORPORATION**

For Independent Educational Evaluations

AMENDMENT

This AMENDMENT is made effective on February 10, 2017, and it is made by and between Brain Learning Psychological Corporation 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 services such as psychoeducational evaluations, functional behavior analysis, educationally related mental health services evaluation and participates in IEP meetings to present assessment results.

WHEREAS, the District would like to amend the original cost from \$7,445.00 to \$11,245.00 for two special education students, as follows:

Service	Cost	# Student	Total Cost
Psychoeducational Evaluation	\$3,500.00	2	\$7,000.00
ERMHS	\$1,545.00	1	\$1,545.00
Functional Behavior Analysis	\$2,400.00	1	\$2,400.00
IEP Participation	\$150.00	2	\$300.00
		Total Cost:	\$11,245.00

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

Per Section 5.8 of original agreement: The District would like to amend the cost of services being provided by Consultant as stated above from \$7,445.00 to \$11,245.00 for two special education students. The new contract not to exceed amount is \$11,245.00. 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:

DISTRICT:

Brain Learning Psychological Corporation
5550 Baltimore Dr., Ste.150
La Mesa, CA 91942
(619) 324-9764

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

Signature

Signature

Rienzi Haytasingh, Psy.D.

Name & Title

J. Arturo Sanchez Macias, Deputy Superintendent

Name & Title

Office@brainlearning.com

Email

arturo.macias@sbsd.k12.ca.us

Email

Date signed

Date signed

12B.8
/ February 9, 2017
Board approved **Page 2 of 2**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH DR. LORRAINE JOHNSON

BACKGROUND INFORMATION:

Dr. Lorraine Johnson will provide mental health services for eligible students under the Educationally Related Mental Health Services funded program. Dr. Johnson will provide individual and group counseling per students' Individualized Educational Plans (IEPs), crisis intervention, case management, case consultation & collaboration with IEP team and District staff. In addition, Dr. Johnson will maintain timely billing and statistical reporting for both agency and District needs, collaboration and communication with school staff and outside providers as permitted by HIPPA and State confidentiality laws, and travel to school sites or school placement for purposes of providing services.

The District would like to extend Dr. Johnson's services as more Special Education students require mental health services as determined by their IEPs. The cost implication will be increased from \$7,930.00 to \$12,000.00.

RECOMMENDATION:

Approve the amendment to the agreement with Dr. Lorraine R. Johnson to extend services at an amount not to exceed \$12,000.00 from the Educationally Related Mental Health Services (ERMHS) fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: JRM

Financial Implications?

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

Requisition #

Yes No

Yes No

\$12,000.00

Educationally Related
Mental Health Services

0100-3327000-5770-1190-5800010-054

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**PROFESSIONAL SERVICES AGREEMENT
WITH
LORRAINE R. JOHNSON, PH.D., L.C.S.W.**

For Mental Health Consultant Services

AMENDMENT

This AMENDMENT is made effective on February 10, 2017, and it is made by and between Lorraine R. Johnson, Ph.D., L.C.S.W. 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 August 24, 2016 currently provides Educationally Related Mental Health Services (ERMHS) as determined by students' IEPs, and participates in IEP meetings to present students' progress related to mental health.

WHEREAS, the District would like to extend such services at an additional cost not to exceed \$12,000.00.

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

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of \$12,000.00 to original contract. The new contract not to exceed amount is \$19,930.00. All other terms and conditions on original agreement dated August 24, 2016 remain the same.

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

CONSULTANT:

Lorraine R. Johnson, Ph.D., L.C.S.W.
2415 Kathleen Pl
San Diego, CA 92105
(619) 250-2486

DISTRICT:

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

Signature

Lorraine R. Johnson, Ph.D., L.C.S.W.
Name & Title

rxdrj4u@cox.net
Email

Signature

J. Arturo Sanchez- Macias, Deputy Superintendent
Name & Title

arturo.macias@sbsd.k12.ca.us
Email

Date signed

Date signed

/ February 9, 2017

Board approved **12B.9**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL IEP TRANSLATOR SERVICES

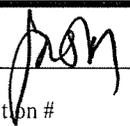
BACKGROUND INFORMATION:

Throughout the course of business and due to the large Hispanic community, the District requires the services of a professional translator for both written and oral translations. In addition, the Special Education Department is required to provide a translator when conducting Individualized Educational Plan (IEP) meetings with parents that do not understand the English language. Mr. Alfonso V. Erdmann is a certified professional translator who provides his services to school districts throughout the county of San Diego and will be providing services to the District on an "as needed" basis.

RECOMMENDATION:

Approve/Ratify the agreement with Mr. Alfonso V. Erdmann, Professional IEP Translator Services on an "as needed" basis beginning January 24, 2017.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

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

Yes No

Requisition #

Rates per
agreement

(Amount)

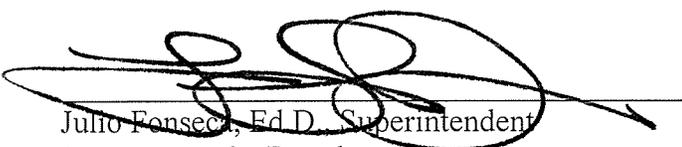
General Fund &
Special Education Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 24th day of January, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Professional IEP Translator Services – Alfonso V. Erdmann
Company/Consultant

(619) 852-2022
Telephone Number

1535 De La Vina Street #13-102, Chula Vista, CA 91913
Address

alfonso.erdmann@cox.net
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: January 24, 2017

To: "as needed" basis

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.10

Page 2 of 12

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.

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 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 as required by law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 – Administration is waiving this section: _____ . Consultant will provide a release of liability.

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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

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).

SAN YSIDRO SCHOOL DISTRICT

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Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

SAN YSIDRO SCHOOL DISTRICT

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(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 direct by District.

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

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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

Parties agree to protect, save, defend, indemnify and hold harmless each other, 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 either Party, Consultant's agents, officers, employees, or independent consultants hired by Parties under this Agreement. The only exception to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. 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 Parties.

5.8 AMENDMENTS

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

SAN YSIDRO SCHOOL DISTRICT

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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:	PITS (Professional IEP Translator Services)
Name:	Alfonso V. Erdmann
Title:	Translator / Owner
Address:	1535 De La Vina Street, #13-102
City/State/Zip Code:	Chula Vista, CA 91913
Telephone:	619-852-2022
Email:	alfonso.erdmann@cox.net

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

PIT Services

Firm Name

Signature of Authorized Agent

Alfonso V. Erdmann, Owner

Print Name, Title

Date:

(619) 852-2022

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

TRANSLATIONS SERVICES:

Individualized Education Plans (IEP).

Flat Fees as follows:

Up to 20 pages: Including IEP, Levels of Academic Progress, General Assessment Report, Goal, Special Factors:
Flat Fee \$ 40.00

21 to 40 pages: Including IEP, Levels of Academic Progress, General Assessment Report, Goal, Special Factors, Other Assessments Reports and additional pages:
Flat Fee \$ 50.00

41 to 60 pages: Including IEP, Levels of Academic Progress, General Assessment Report, Goal, Special Factors, Other reports and requests from parent:
Flat Fee of \$ 65.00

DISTRICT AND/OR SCHOOL DOCUMENTS

Document Translation: Depending on Program (Word, no PDF) font, complexity, quality assurance requirements, timeline, technology, and formatting will require additional charge.

Flat Fee: \$ 20.00 per page

PWN'S

Document Translation: Usually two pages. Flat Fee for both pages \$40.00

Local Control Accountability Plan (LCAP)

Flat Fee to be determined after template is translated and depending on the number of pages:

INTERPRETATION SERVICES:

- 1- Minimum service time for Spanish oral interpretation is one hour at \$60.00 per hour.
- 2- Rate for the first hour of simultaneous language interpretation (English or Spanish) is \$60.00, and \$45.00 for the following hours assessed at 30 minute increments. (Ex: 75 minutes = 1.5 hours = \$82.50)
- 3- All requests for in-person interpretation services should be submitted 72 hours prior to the assignment time, excluding weekends and holidays.
- 4- A cancellation without 24-hour notice or no-show for a meeting appointment incurs a \$45 fee only
- 5- To cancel or reschedule an appointment, 24-hour advance notice is required (excluding weekends)

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Page 2

- 6- Service orders requested by phone or e-mail to Alfonso V. Erdmann, (619) 852-2022 or alfonso.erdmann@cox.net. It is recommended that requests be sent with 48-hour advanced notice.
- 7- Agrees to pay all invoices within 30 days of the date of invoice to Alfonso V. Erdmann. Unpaid invoices will accrue 10% late fee on a monthly basis after 45 days of the invoice date. Any discrepancies to be contested in writing to Alfonso V. Erdmann at 1535 De La Vina St #13-102, Chula Vista, CA 91913. Or (619) 852 -2022

CONSULTANT

PITS Services
Firm Name

Signature of Authorized Agent

Alfonso V. Erdmann, Owner
Print Name, Title

January 24, 2017
Date:

DISTRICT

San Ysidro School District
Firm Name

Signature

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

Date

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: MEMBERSHIP TO THE CALIFORNIA SCHOOL PUBLIC RELATIONS ASSOCIATION

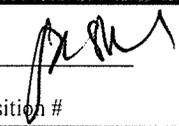
BACKGROUND INFORMATION:

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

RECOMMENDATION:

Approve the membership of Mr. Francisco Mata, Coordinator of Public Relations and Community Services to the California School Public Relations Association. Membership dues are not to exceed \$148.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

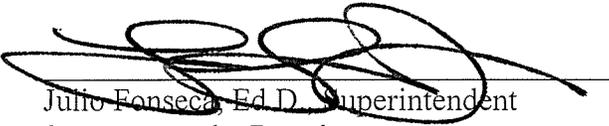
\$148.00
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

2016-17 MEMBERSHIP Application/Invoice

MEMBERSHIP DUES

Membership term runs Sept. 1 – Aug. 31

Institutional Membership: \$248 \$_____

Entitles up to three (3) people within your organization to CalSPRA benefits.

Additional members beyond 3 are \$50 each:

#_____ additional members = \$_____

(For Institutional Memberships, please copy this form and submit a separate form for each member.)

Individual Membership: \$148 \$_____

Student Membership: \$25 \$_____

For high school/college students planning to enter the field of communication

Golden Mentor Membership NO DUES

Golden Mentor status is granted to retired members after five years of CalSPRA service

TOTAL payable to CalSPRA \$_____

Check all that apply:

- Renewing CalSPRA Member
- I am interested in volunteering for CalSPRA
- New CalSPRA Member
- Golden Mentor
- Opt out of Listserv (All members are automatically added)
- I am a member of NSPRA

Not an NSPRA member? Consider the benefits of a national membership! www.nspr.org/membership

Please complete this form and return by Nov. 30 with your check, payable to CalSPRA, to:

Kindra Amalong, CalSPRA Treasurer
Community Affairs Director
Placer County Office of Education
360 Nevada Street
Auburn, CA 95603

OR REGISTER ONLINE @ www.calspra.org

Years of Experience: _____ in PR _____ in school PR

Name: _____ Title: _____

District/Organization: _____

Address: _____

City: _____ County: _____

State: _____ Zip: _____ Phone: () _____

Alternate Phone: _____ Email: _____

Superintendent / CEO's Name: _____

How many students does your organization serve? _____

How many sites/districts does your organization contain? _____

12B.11

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH WESTCOAST SECURITY AND INVESTIGATIVE AGENCY, LLC

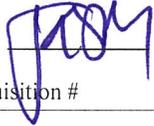
BACKGROUND INFORMATION:

The WestCoast Security & Investigative Agency, LLC will be assisting the District with security and investigative services and surveys on an "as needed" basis.

RECOMMENDATION:

Approve the agreement with WestCoast Security & Investigative Agency, LLC at a cost 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 2016-2017 Budget?

Requisition #

Yes No

Yes No

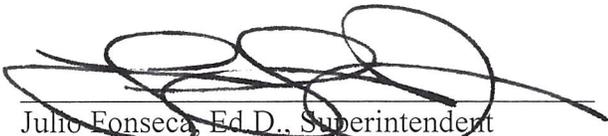
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of February 2017, by and between the San Ysidro School District, hereinafter called the "District", and

WestCoast Security & Investigative Agency, LLC
Company/Consultant

(888) 961-7776
Telephone Number

3650 Clairemont Drive, Suite 8-B, San Diego, CA 92117
Address

Hr@wcprotection.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: February 10, 2017 To: June 30, 2017

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance)**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
5. **Improper Sexual Conduct**: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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:	WESTCOAST SECURITY & INVESTIGATIVE AGENCY, LLC
Name:	Uriel Bejar
Title:	CA Licensed Private Detective
Address:	3650 Clairemont Drive, Suite 8-B
City/State/Zip Code:	San Diego, CA 92117
Telephone:	(888)961-7776
Email:	Hr@wcprotection.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Julio Fonseca, Ed.D.
Title:	Deputy Superintendent	Superintendent
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	Julio.fonseca@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

WESTCOAST SECURITY & INVESTIGATIVE AGENCY, LLC

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

EXHIBIT A

WESTCOAST SECURITY & INVESTIGATIVE AGENCY, LLC

California Security & Investigations Business Licenses PPO No. 16689, PI No. 26540
3650 Clairemont Drive, Suite 8-B
San Diego, CA 92117
Website: www.wcprotection.com
Toll-Free (888) 961-7776
Fax (619) 615-2118
Electronic mail: Hr@wcprotection.com



TSCM Survey, Security Safety, Surveillance Proposal- San Ysidro School District

Facility Being Examined: 4350 Otay Mesa Road
San Ysidro, CA 92173

The following is a “Work Proposal”, submitted by WestCoast Security & Investigative Agency, LLC describing the provision of services and management of such services, as detailed in this work proposal.

On Site Services:

WestCoast Security & Investigative Agency, LLC proposes to provide trained Technical Counter-Measures Technicians for the San Ysidro School District, located at 4350 Otay Mesa, San Ysidro CA 92173. During the course of the survey a sweep will be conducted on multiple business buildings, which includes inspection of incoming/outgoing communication phone blocks. The following tests are going to be conducted: Audio eavesdropping devices- Multiple electronic processes including spectrum analyzer, thermal imaging camera and subcarrier equipment, utilized to check for the presence of any audio eavesdropping devices, wireless cameras, recording devices and RF generating components in the clients’ business offices.

*Prepare for: J. Arturo Sanchez-Macias, Deputy Superintendent
Prepare by: Uriel Bejar, CA Licensed Private Detective
January 24, 2017
Proposal Number: 2017-01241981*

12B.12
Page 10 of 11

EXHIBIT A

We recommend this survey to take place outside of normal operation hours when the facility is closed. The total cost for this survey will be \$25,000.00 for the fiscal year of 2017. We request a 72 hour notice in advance to prepare the team and equipment. A detailed report of this survey will be submitted on completion, including recommendations of how to prevent breaches of communications security. We have included several forms below for your administration to complete, should you wish to move forward.

CONSULTANT

**WESTCOAST SECURITY & INVESTIGATIVE
AGENCY, LLC**

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR COMPUTER IMAGING PROJECT

BACKGROUND INFORMATION:

Vector Resources, Inc. dba VectorUSA, one of Southern California's premiere technology companies that designs, builds and maintains data, voice, and video networks, has been assisting the District's Information Management Services Department with the upgrading of the technology system.

The District recently leased approximately 2,000 computers from Lenovo. Due to the large quantity of work to be completed, the Information Management Services Department requires assistance to set computers up for use. It is recommended that VectorUSA assist the District with this computer imaging project which will include the following:

- Will transport and inventory the new computers leased from Lenovo from the District to the VectorUSA headquarters.
- Will unpackage the computers and load the District provided image onto the devices.
- Will transport the computers back to the District, and
- Will distribute and install devices at the appropriate schools.

RECOMMENDATION:

Approve the agreement with VectorUSA for a computer imaging project at a cost not to exceed \$87,500.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: *fasm*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$87,500.00

(Amount)

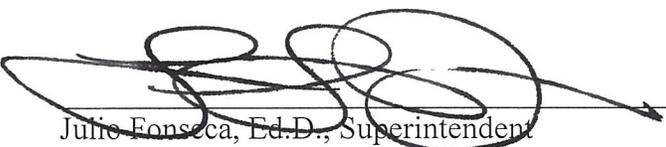
General Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



Vector Resources, Inc.
dba VectorUSA
9808 Waples Street
San Diego, CA 92121
P: (858)-546-1014

VRN-080052-002
February 6, 2017

February 6, 2017

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92154

Dear Mr. Sanchez,

Thank you for the opportunity to provide a quote for the computer imaging project. I have enclosed a detailed proposal for your review.

Please review the scope of work to ensure that we've included everything that you need and to make sure that you understand our assumptions regarding the project. If you have any questions, please feel to call me at (858) 444-6566.

Thank you again for the opportunity. We look forward to supporting your technology initiatives.

Sincerely,

Christie Lange



Vector Resources, Inc.
dba VectorUSA
9808 Waples Street
San Diego, CA 92121
P: (858)-546-1014

VRN-080052-002
February 6, 2017

San Ysidro School District

4350 Otay Mesa Road
San Ysidro, CA 92154

Project

Image 2,000 Lenovo Computers

Prepared For

San Ysidro School District

Prepared By

Vector Resources, Inc.

DETAILED PRICING

Image Customer Provided Lenovo Computer	2,000	0.00	0.00	87,500.00	87,500.00
Sub-Total			0.00	87,500.00	87,500.00
Project Sub-Total			0.00	87,500.00	87,500.00
Sales Tax					0.00
Project Total					87,500.00

TABLE OF CONTENTS

1.0 Scope

Detailed Pricing

Terms and Conditions of Contract
(SignatureRequired)

1.0 Scope

1.1

VectorUSA will provide Professional Services to help San Ysidro School District image 2,000 new Lenovo computers.

The following work will be performed by VectorUSA:

- 1) VectorUSA technicians will transport and inventory the new computers from the District Office to the VectorUSA headquarters.
- 2) VectorUSA technicians will unpackage the computers and load the district provided image onto the devices.
- 3) VectorUSA technicians will transport the 2,00 computers back to the District Office. The district will distribute and install the devices at the appropriate schools.

Note: This quote is for Professional Services only. No installation or testing of computers after they are installed in the classrooms is included.

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase order is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

San Ysidro School District

4350 Otay Mesa Road
San Ysidro, CA 92154

Job Total \$87,500.00

Christie Lange

2-6-2017

Vector Resources, Inc. dba VectorUSA Authorized Signature

Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date

Print Name

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR NETWORK ARCHITECTURE

BACKGROUND INFORMATION:

VectorUSA, one of Southern California's premiere technology companies that designs, builds and maintains data, voice, and video networks, has been assisting the District's Information Management Services Department with the upgrading of the technology system.

The District is requesting VectorUSA to provide Managed Technology Services for Network Infrastructure to include comprehensive services to assure the network equipment (switches, routers, firewalls, etc.) and wireless centralized equipment are managed in a consistent and complete manner throughout the school year. The proposal is written to align with the District's educational and financial goals.

RECOMMENDATION:

Approve the agreement with VectorUSA for Managed Technology Services Network Architecture at an estimated amount of \$75,258.16 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: psm

Financial Implications?

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

Requisition #

Yes No

Yes No

\$75,258.16 (Amount)

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

- (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

San Ysidro School District

Managed Technology Services for Network Architecture



San Ysidro School District

VectorUSA Contact:

Christie Lange

(858) 875-5711

clang@vectorusa.com

VECTOR USA AND THE VECTOR USA WORDMARK ARE REGISTERED TRADEMARKS OF VECTOR RESOURCES, INC.

Version 1.1 Edited November 30, 2016

CONFIDENTIAL

12B.14
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December 16, 2016

Arturo Sanchez
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Dear Mr. Sanchez,

VectorUSA would like to thank you for the opportunity to propose Managed Technology Services for San Ysidro School District. Our proposal includes comprehensive services to assure the network equipment (switches, routers, firewalls, etc.) and wireless centralized equipment are managed in a consistent and complete manner throughout the school year. The proposal is written to align with the District's educational and financial goals with the following highlights:

- 24x7x365 Monitoring of all covered equipment from the (2) VectorUSA Network Operations Centers (NOCs) located within the Continental United States
- 24x7x365 Management including configuration changes, backup and patching of Operating Systems/Firmware of all critical District Office centralized systems including wireless controllers, firewalls and District Office routers
 - Includes remediation and maintenance services to restore failed equipment and outages
- A monthly Time And Materials Budget for edge switch configuration/remediation, school site equipment configuration changes, handset issues, access point issues, or other services VectorUSA provides

We look forward to reviewing our proposal with you at your earliest convenience. In the meantime, please feel free to contact me with any questions you may have. Thank you for your consideration, and we look forward to working with you.

Sincerely,



Christie Lange
(858) 875-5711
clange@vectorusa.com

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1.0 Executive Summary

VectorUSA proposes to provide VectorUSA Managed Technology Services to San Ysidro School District [herein “San Ysidro SD” or the “District”] to support the management of the network (voice, data, wireless) systems.

VectorUSA provides comprehensive care for our customers’ technology infrastructure, and our services are customized to meet each of our customers’ specific business objectives. Our service offering for San Ysidro School District is focused on meeting the following objectives:

1. Assure 24x7x365 access to the network and shared services by District personnel and students from all network points (school sites, wireless, wired)
2. Provide a consistent and maintained network security architecture, with firewall management and switch patching & updates
3. Provide a best-practice implementation of network services and configurations, maximizing investment by the District in the technology on premise

2.0 About VectorUSA

VectorUSA’s corporate vision is to “become the unsurpassed standard in ‘Connecting People to Information.’” We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer’s expectations.

As a leader in core network technologies, VectorUSA’s vision of information services is IP centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer’s technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security and cost effectiveness.

Headquartered in Torrance, California, with offices in Arizona, California, Pennsylvania and North Carolina, our team consists of over 400 employees including, but not limited to consultants, systems engineers, technical personnel, business development and customer service agents. Some of our business partners include Aruba, Brocade, Cisco, HP, Microsoft, and other strategic technology vendors that specialize in a diverse array of technologies. These partnerships allow us to serve as a full-service solution provider for a wide variety of our customer’s needs.

VectorUSA has an extensive background serving customers in a wide variety of industries. Our expertise includes technology infrastructure consulting, facility upgrades, implementation of voice/data communication solutions and ongoing support and managed services for a wide variety of technology-based systems. Our diverse customer base includes major hospitals and medical research centers, multinational shipping and logistics companies, schools and universities, movie and television studios, commercial enterprises and many government and local service agencies.

3.0 Scope of Work

VectorUSA will provide professional Managed Technology Services to manage the network equipment for San Ysidro School District. Our service plan will be implemented in phases, as follows:

- Phase 1: Service Planning
- Phase 2: Inventory and Current-State Assessment
- Phase 3: Service Tier Mapping
- Phase 4: Managed Technology Services
- Additional Services (As Applicable)

Phase 1: Service Planning

Upon execution of an Agreement to provide Managed Technology Services to San Ysidro SD, VectorUSA's technical services team will coordinate a project kickoff meeting with the District's management team. The project kickoff will review San Ysidro SD's overall goals for service implementation, and confirm a mutually-agreeable service implementation schedule. VectorUSA will also document contact information for the District management team and coordinate with on-site resources as required to manage technology services.

Phase 2: Inventory and Current State Assessment

VectorUSA's service team will review and verify all technical documentation made available by the VectorUSA project implementation teams and San Ysidro SD that will be required to manage their network infrastructure. Documentation to be reviewed includes the following elements, at a minimum (as relevant):

- Make, model, serial number, location, room and rack location of all data technology infrastructure including: access points, switches, firewalls, routers, and wireless controllers
- Logical Local Area Network (LAN) logical diagram(s) including routing and Virtual LAN (VLAN) configuration relevant to San Ysidro SD's data, voice, wireless network
- Rack elevation diagrams for all telecommunications room equipment housing centralized equipment
- Wireless LAN (WLAN) logical diagram(s)
- Network connectivity line diagram (s) relevant to the LAN and WAN [MPLS]

Should current documentation to manage San Ysidro SD's network infrastructure not be available or sufficient to manage the environment, VectorUSA will inventory all in-scope data, voice, and wireless network components and develop appropriate management documentation¹.

Following completion of inventory and documentation, VectorUSA will install and configure Nagios Xi monitoring services on a virtual server provided by San Ysidro SD. VectorUSA will then configure San

¹ Inventory and documentation developed by VectorUSA will be provided for a fixed fee; please refer to the pricing section of this Proposal under "Transition Services".

Ysidro SD's Nagios Xi monitoring service to connect to a Nagios enterprise service at VectorUSA's Network Operation Centers (NOCs). This will allow VectorUSA to monitor performance metrics and manage network services remotely from our NOCs. VectorUSA will also log into each in-scope technology component to enable services as necessary to facilitate remote diagnosis and remediation. VectorUSA will monitor all systems for a minimum of seven (7) days, and perform an initial high-level current state assessment of the wireless infrastructure. The assessment will be reviewed with San Ysidro SD's management and technology teams, as directed by San Ysidro SD.

Phase 3: Service Tier Mapping

VectorUSA provides multiple tiers of service for managed technology infrastructure components based upon each customer's needs. Typically, managed service requirements fall into one of the five following service tiers; each successive service tier includes all services from the previous tier:

Service Tier 1: Component Monitoring (Basic)

This service tier provides basic monitoring of technology components to assure they are powered and available. Basic component statistics are limited to power, network availability, CPU and memory utilization, and temperature.

Service Tier 2: Component Monitoring (Full)

Full component monitoring includes comprehensive collection, evaluation and diagnosis of performance statistics, alarms and events for managed technology components to assure they are operating as designed and providing required services.

Service Tier 3: Component Maintenance

This service tier assures relatively static technology components/environments are appropriately maintained to assure continuous operation. Maintenance services include asset management, periodic backup, patch management, and replacement and reconfiguration of failed devices.

Service Tier 4: Component Management

Component management is typically required for more dynamic technology components/environments that require continuous evaluation, configuration, backup and review. Services include more frequent backup and patching, routine system performance reviews, configuration management and incident management.

Service Tier 5: Enterprise Management

Enterprise management services are typically required for technology environments that have stringent regulatory or compliance requirements, or where downtime of critical technology systems incurs potential liability or unacceptable costs to business operations. Enterprise management services include dedicated program management, change management, knowledge management, business continuity

management and testing, and design management to limit system downtime to levels acceptable by the customer.

Upon completion of the inventory review with San Ysidro SD, VectorUSA will coordinate with District leadership to designate (“map”) service tiers for all managed technology components. VectorUSA will provide managed technology services for all in-scope components based upon their designated service tier(s), as follows:

VectorUSA Service Tiers for Managed Technology Components					
Managed Technology Services	Service Tier				
	1	2	3	4	5
<i>24x7 Customer Service from VectorUSA Network Operations Centers Located in the USA</i>	*	*	*	*	*
<i>24x7 Monitoring of basic metrics (power, network response, CPU, memory and temperature)</i>	*	*	*	*	*
<i>Event Management, Communication and Escalation</i>	*	*	*	*	*
<i>Advanced Monitoring of Component Performance Statistics (I.e. application/operational logs, SNMP/WMI performance statistics, system services, etc.)</i>		*	*	*	*
<i>Incident Management</i>		*	*	*	*
<i>Monthly Performance Reporting</i>		*	*	*	*
<i>Service Level Management</i>			*	*	*
<i>Annual Configuration Backup and Archiving</i>			*	*	*
<i>Diagnosis of alerts and alarms, with recommendations for remediation</i>			*	*	*
<i>Remediation of Performance Issues within designated Service Level Agreement (SLA) Windows</i>			*	*	*
<i>Semi-Annual Operating System/Firmware Patching (as prudent/feasible)</i>			*	*	*
<i>Asset Management, including Return Merchandise Authorization (RMA) Management</i>			*	*	*
<i>Reconfiguration of Failed Components to Archived Configuration (Labor Only; Travel/Shipping not included)</i>			*	*	*
<i>Quarterly Performance Analysis and Customer Review</i>			*	*	*
<i>Ongoing (i.e. daily) Backup of System Configuration and Data</i>				*	*
<i>Bi-Monthly Patching of Server Operating Systems</i>				*	*
<i>Reconfiguration and Restoration of Failed Devices and Data within designated SLA Windows</i>				*	*
<i>Routine System Performance Monitoring and Tuning</i>				*	*
<i>Configuration Management</i>				*	*
<i>Named Program Manager</i>					*
<i>Monthly Management Reviews</i>					*
<i>Change Management (Including Customer Change Management Review/Approval)</i>					*
<i>Knowledge Management</i>					*
<i>Release/Deployment Management</i>					*
<i>Availability Management</i>					*
<i>Capacity Management</i>					*
<i>Identity Management</i>					*
<i>Root Cause Analysis</i>					*
<i>Annual Business Continuity/Disaster Recovery Testing</i>					*
<i>Installation/Provisioning of New Equipment</i>					*
<i>Component Refresh/Upgrade Management and Implementation²</i>					*
<i>Service Governance Committee</i>					*

² Component refresh is limited to up to one-third (1/3) of managed components annually. Additional refresh services may be provided at Customer request on a Time and Materials basis.

VectorUSA will mutually develop a communications plan with San Ysidro SD personnel to assure clear and consistent communications between VectorUSA’s service team and the District.

Phase 4: Managed Technology Services

VectorUSA and San Ysidro SD will mutually determine a start date for Managed Technology Services to begin. On the established date, VectorUSA shall assume management responsibilities as designated by the District in accordance with the established inventory of components in accordance with designated service tiers as described above.

Service Level Agreements (SLAs)

For all service tiers, monitoring, event management, incident management, diagnosis and remediation services will be provided twenty-four (24) hours per day, seven (7) days per week unless otherwise outlined in the communications plan. All other services will be provided during Normal Business Hours, which are Monday through Friday, 6AM to 6PM Pacific Time.

VectorUSA will provide all Managed Technology Services for San Ysidro SD in accordance with SLAs for the following service metrics:

Notification Window

- The time elapsed between VectorUSA receipt of an event, outage or service request and VectorUSA opening a ticket and assigning a resource to manage resolution.

Remote Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning remote work on resolving the ticket.

Onsite Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning work onsite (if necessary) to resolve the ticket.

Resolution

- The time elapsed between VectorUSA receipt of an event, outage or service request and resolution of the ticket³.

SLA Target

- The minimum success rate (measured monthly) for VectorUSA to meet all SLAs for notification, response or resolution.

³ Compliance with any defined resolution SLA assumes San Ysidro SD’s technology infrastructure components are architected to be restored within the resolution timeframe. VectorUSA will not be held responsible for missing SLA targets beyond our reasonable control based upon the architecture of each managed component or system.

SLAs for San Ysidro SD technology components are defined as follows:

Service Level Agreement						
Priority	Description	Notification Window	Remote Response	Onsite Response	Resolution	SLA Target
1	Entire site or major technology system is nonfunctional	30 min	2 hrs	NBD	N/A	90%
2	Partial site or major technology system is nonfunctional or significantly degraded	2 hrs	4 hrs	NBD	N/A	90%
3	Single centralized component is nonfunctional or performance is degraded	4 hrs	8 hrs	NBD	N/A	90%
4	Single endpoint is nonfunctional or performance degraded. Standard request for moves, adds and changes	8 hrs	24 hrs	48 Hrs	N/A	90%

* NBD = Next Business Day during Normal Business Hours

Onsite Services

Vector will provide onsite services defined in the Service Tier definition for each managed component at the following location(s):

Site	Address
San Ysidro School District: District Office	4350 Otay Mesa Road San Ysidro, CA 92173
San Ysidro Middle School	4345 Otay Mesa Rd. San Ysidro, CA 92173
Vista Del Mar Elementary	4885 Del Sol Blvd. San Diego, CA 92154
Willow Elementary	226 Willow Rd. San Ysidro, CA 92173
La Mirada Elementary	222 Avenida De La Madrid San Ysidro, CA 92173
Smythe Elementary	1880 Smythe Ave. San Ysidro, CA 92173
Sunset Elementary	3825 Sunset Lane San Ysidro, CA 92173
Ocean View Hills Elementary	4919 Del Sol Blvd. San Diego, CA 92154

Onsite response SLAs apply only for sites specifically listed, and only for equipment located in a typical office or data center environment. Onsite response SLAs for equipment located outdoors or industrialized

locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) are “best-effort” relevant to the location of the component and the availability of specialized equipment and/or safety protocols, as applicable that may be required to provide services.

Additional/Custom Services

VectorUSA will perform the following additional services for San Ysidro School District:

Additional Services
<ul style="list-style-type: none">• VectorUSA will perform all other services on a Time and Materials basis. A Time and Materials “Budget” is included each month for the following items:<ul style="list-style-type: none">○ Twelve (12) Hours of Network Engineer time○ Eight (8) Hours of Network Administrator time○ The Time and Materials budget may be used for any service VectorUSA provides for the voice, wireless, and data system as required. In the event a portion of the Time and Materials budget is unused, it will carry over throughout the term of the proposal until it is used.○ Services other than the Network Engineer/Admin will be pro-rated according to the Time & Materials rates listed below in the pricing section

4.0 Pricing

Pricing for Managed Technology Services is monthly based upon the type of device, application or service being managed and on the Service Tier defined by San Ysidro SD. VectorUSA’s pricing below is based upon our current understanding of San Ysidro SD’s network technology inventory and best practices for similar environments. The final cost may vary depending upon additional inventory discovered during service implementation and/or different Service Tiers defined by San Ysidro SD. VectorUSA will coordinate with San Ysidro SD on a quarterly basis to review quantities of managed network and system components (“Resource Units”) as required.

MANAGED SERVICES PRICING - NETWORK					
MANAGED RESOURCE (DESC)	SERVICE/RESOURCE UNIT (RU)	QTY	SERVICE TIER	EACH	TOTAL
DO - Fortinet 1500D	NW-Firewall	1	ST4 (Management)	\$ 534.87	\$ 534.87
DO - Cisco ISR Routers	NW-Router	3	ST4 (Management)	\$ 468.01	\$ 1,404.03
DO - Cisco Cat 4500 Core Switch	NW-Switch (L3)	1	ST4 (Management)	\$ 117.02	\$ 117.02
DO - Cisco Cat 3k Switches	NW-Switch (L3)	15	SL1 (Monitor U/D)	\$ 6.05	\$ 90.75
DO - Cisco WLC Controller	NW-Wireless Controller	1	ST4 (Management)	\$ 401.15	\$ 401.15
School Sites - Core Switches	NW-Switch (L3)	8	ST1 (Monitor U/D)	\$ 6.05	\$ 48.40
School Sites - Edge Switches	NW-Switch (L3)	15	ST1 (Monitor U/D)	\$ 6.05	\$ 90.75
School Sites - WLC Controllers	NW-Wireless Controller	7	ST2 (Monitor Full)	\$ 66.03	\$ 462.21
School Sites - Routers	NW-Router	7	ST1 (Monitor U/D)	\$ 6.05	\$ 42.35
T&M Budget – Switch Config/MAC Work	LAB(H)-Network Engineer, STD	12	ST4 (Management)	\$ 128.12	\$1,537.44
T&M Budget - Phone/AP Labor	LAB(H)-Network Administrator	8	ST4 (Management)	\$ 99.12	\$792.96
Total Managed Services Charge (Monthly)					\$ 5,521.93
Transition Services (Planning, Inventory and Diagrams)					\$ 6,000.00
Nagios XI Licensing [up to 200 Devices]					\$ 2,995.00
New Physical Monitoring Server (Not Required)					\$ -
Total Price (Server/Software and 12 Months Service)					\$ 75,258.16

Prices above are for all services defined in corresponding service tiers for each component. Onsite services are included only for San Ysidro SD site(s) designated in this Proposal in accordance with defined service tiers. Onsite services for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) may incur additional charges dependent upon environmental conditions.

Additional services provided at San Ysidro SD’s request will be billed at the following discount Time and Materials rates:

Time and Materials Rates for Additional Services		
Resource	Standard Rate	Discount Rate
Technology Consultant	\$300.00	\$225.00
Senior Network Engineer/Systems Engineer	\$195.00	\$165.00
Network Engineer/Systems Administrator	\$165.00	\$128.00
Desktop Analyst/NOC Analyst	\$125.00	\$99.00
Structured Cabling Technician	\$85.00	\$77.50
CAD Specialist	\$105.00	\$95.00

Minimum service increments for services billed on a Time and Materials basis are as follows:

- Remote Assistance Service Appointment: 30 Minute Minimum
- Onsite Service Appointment 120 Minute Minimum

Travel charges and expenses to the San Ysidro SD location for all onsite work requested by San Ysidro SD will be charged at the rates below. These charges will be invoiced in addition to any onsite service appointment minimums for Time and Materials work.

Site	Address	Travel Charge (Hours)	Travel Expenses
San Ysidro SD: District Office	4350 Otay Mesa Road San Ysidro, CA 92173	0.5	N/A
(7) School Sites	Site Addresses in Above Table	0.5	N/A

San Ysidro SD requests for emergency after-hours services⁴ that are not specifically included in the Scope of Work will be invoiced at 1.5 times the discount rates shown above, including applicable travel charges. Request for any services on Federal Holidays⁵ will be invoiced at 2.0 times the discount rates shown above, including applicable travel charges.

All billable travel shall be approved by San Ysidro SD in advance.

5.0 Duration, Invoicing and Payment

VectorUSA anticipates Transition Services shall begin on January 1, 2017, and be completed by January 31, 2017. Transition services shall be billed upon completion.

VectorUSA anticipates that Managed Technology Services shall commence on February 1, 2017 and end on January 31, 2018. Managed Technology Services shall be billed on a monthly basis in advance.

Time and Materials services in addition/excess to any monthly labor resources provided will be billed at the end of the month in which they are accrued.

Materials required on to resolve technical issues are not included and will be quoted separately upon request.

Payment of invoices is due NET 15.

⁴ Emergency after-hours services are defined as remote or onsite services that are not scheduled at least forty eight (48) hours in advance, and are performed between 6PM and 6AM Monday through Friday, or any time Saturday or Sunday.

⁵ A list of Federal Holidays may be found at <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>.

6.0 Terms and Conditions

The following terms and conditions are incorporated into VectorUSA's Proposal for services (the "Agreement") made between VectorUSA and San Ysidro School District. (the "Customer").

Scope of Services: VectorUSA agrees to provide the comprehensive support services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Payment and Termination: Payment is to be made according to the terms stated in the Agreement. Payment terms allowing Customer to pay the costs of this Agreement in more than one payment over the course of the term of this Agreement does not alter the terms of this Agreement. VectorUSA may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay a reasonable Attorney's Fee in the event the amount in default is placed in the hands of an Attorney for collection.

The term of this Agreement is one year. The Customer may cancel this Agreement by providing VectorUSA with written cancellation notice 30 days prior to cancellation. Should the Customer cancel less than 90 days after the origin date of the Agreement, VectorUSA shall be entitled to a cancellation fee of ten (10) percent of the overall value of the Agreement to cover the cost of service setup. Transition fees and hardware/software provided to Customer are non-refundable.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and/or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTORUSA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTORUSA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and

other software to be reloaded. In no way is VectorUSA liable for defects or “bugs” in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Modification or Amendment: If VectorUSA finds it necessary to modify the terms of this Agreement, the Customer will be provided written notice thereof at least sixty days in writing prior to the modification taking effect. Customer's continued use of the services in this Agreement after the modification takes effect constitutes acceptance of the modified Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

(This Section Intentionally Left Blank)

7.0 Agreement

By signing below, both San Ysidro School District and VectorUSA acknowledge that they have read, understood and agree to be bound by the terms and conditions provided in this Proposal, and that the persons signing are duly authorized to do so. San Ysidro SD authorizes VectorUSA to perform the Scope of Work described in this Proposal, and to the associated terms of invoicing and payment.

VectorUSA
9808 Waples Street
San Diego, CA 92121

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

By:

By:

Patrick Luce
Director of Consultative Services
VectorUSA

(Printed Name)

December 16, 2016

(Printed Title)

(Printed Date)



(Signature)

(Signature)

Appendix A: References

References from VectorUSA clients are available upon request.

Appendix B: Sample Reports and Documentation

Sample reports and documentation from VectorUSA Managed Technology Services are available upon request.

END OF DOCUMENT

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 9, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR SERVER ARCHITECTURE

BACKGROUND INFORMATION:

VectorUSA, one of Southern California's premiere technology companies that designs, builds and maintains data, voice, and video networks, has been assisting the District's Information Management Services Department with the upgrading of the technology system.

The District is requesting VectorUSA to provide Managed Technology Services for Server Architecture to include comprehensive services to assure the shared server resources are managed in a consistent and complete manner. The services will include: Year-round Monitoring of all covered equipment; backup and patching of Operating Systems/Firmware of all critical centralized District Office systems including District Office servers and storage; and a monthly time and material budget for Voice server and storage configuration management and moves, adds, and changes. The proposal is written to align with the District's educational and financial goals.

RECOMMENDATION:

Approve the agreement with VectorUSA for Managed Technology Services Server Architecture at an estimated amount of \$70,438.72 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: JAM

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

San Ysidro School District

Managed Technology Services for Server Architecture



San Ysidro School District

VectorUSA Contact:

Christie Lange

(858) 875-5711

clange@vectorusa.com

January 20, 2017

Arturo Sanchez-Macias
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Dear Mr. Macias,

VectorUSA would like to thank you for the opportunity to propose Managed Technology Services for San Ysidro School District. Our proposal includes comprehensive services to assure the shared server resources are managed in a consistent and complete manner throughout the school year. The proposal is written to align with the District's educational and financial goals with the following highlights:

- 24x7x365 Monitoring of all covered equipment from the (2) VectorUSA Network Operations Centers (NOCs) located within the Continental United States
- 24x7x365 Management including backup and patching of Operating Systems/Firmware of all critical centralized District Office systems including District Office servers and storage including on premise secondary or backup storage
 - Includes remediation and maintenance services to restore failed equipment and outages
- A monthly Time And Materials Budget for Voice (Call Manager or Unity Voicemail) server and storage configuration management and Moves, Adds, Changes (MAC) work, or other services VectorUSA provides

We look forward to reviewing our proposal with you at your earliest convenience. In the meantime, please feel free to contact me with any questions you may have. Thank you for your consideration, and we look forward to working with you.

Sincerely,



Christie Lange
(858) 875-5711
clange@vectorusa.com

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1.0 Executive Summary

VectorUSA proposes to provide VectorUSA Managed Technology Services to San Ysidro School District [herein “San Ysidro SD” or the “District”] to support the management of the voice server and other server /storage systems.

VectorUSA provides comprehensive care for our customers’ technology infrastructure, and our services are customized to meet each of our customers’ specific business objectives. Our service offering for San Ysidro School District is focused on meeting the following objectives:

1. Assure 24x7x365 access to the network and shared services by District personnel and students from all network points (school sites, wireless, wired)
2. Provide a consistent and maintained network security architecture, with server patching & updates
3. Provide a best-practice implementation of network and server services and configurations, maximizing investment by the District in the technology on premise
4. Maintain the integrity of key data and storage across multiple platforms and devices adhering to the retention and backup requirements of the District. This includes services to discover, assess and remediate, if necessary, the current backup environment, described in further detail below.

2.0 About VectorUSA

VectorUSA’s corporate vision is to “become the unsurpassed standard in 'Connecting People to Information.'” We build our business one customer at a time through our family of dedicated employees by providing reliable, high-quality communications solutions that exceed our customer's expectations.

As a leader in core network technologies, VectorUSA’s vision of information services is IP centric. Our fundamental approach begins with developing a deep understanding of the underlying flow of information across our customer’s technology infrastructure. We then design our systems and services to assure that information flow is designed and managed to optimize efficiency, availability, security and cost effectiveness.

Headquartered in Torrance, California, with offices in Arizona, California, Pennsylvania and North Carolina, our team consists of over 400 employees including, but not limited to consultants, systems engineers, technical personnel, business development and customer service agents. Some of our business partners include Aruba, Brocade, Cisco, HP, Microsoft, and other strategic technology vendors that specialize in a diverse array of technologies. These partnerships allow us to serve as a full-service solution provider for a wide variety of our customer’s needs.

VectorUSA has an extensive background serving customers in a wide variety of industries. Our expertise includes technology infrastructure consulting, facility upgrades, implementation of voice/data communication solutions and ongoing support and managed services for a wide variety of technology-based systems. Our diverse customer base includes major hospitals and medical research centers,

multinational shipping and logistics companies, schools and universities, movie and television studios, commercial enterprises and many government and local service agencies.

3.0 Scope of Work

VectorUSA will provide professional Managed Technology Services to manage the server equipment for San Ysidro School District. Our service plan will be implemented in phases, as follows:

- Phase 1: Service Planning
- Phase 2: Inventory and Current-State Assessment
- Phase 3: Service Tier Mapping
- Phase 4: Managed Technology Services
- Additional Services (As Applicable)

Phase 1: Service Planning

Upon execution of an Agreement to provide Managed Technology Services to San Ysidro SD, VectorUSA’s technical services team will coordinate a project kickoff meeting with the District’s management team. The project kickoff will review San Ysidro SD’s overall goals for service implementation, and confirm a mutually-agreeable service implementation schedule. VectorUSA will also document contact information for the District management team and coordinate with on-site resources as required to manage technology services.

Phase 2: Inventory and Current State Assessment

VectorUSA’s service team will review and verify all technical documentation made available by the VectorUSA project implementation teams and San Ysidro SD that will be required to manage their network and shared server/storage infrastructure. Documentation to be reviewed includes the following elements, at a minimum (as relevant):

- Make, model, OS version, SW version, room and rack location of all centralized server/storage infrastructure including: voice servers, UCS servers, Hyper-V hosts, SAN/NAS storage.
- Utilization and resources (CPU, memory, VMs, Disk) for all servers/storage
- Logical Local Area Network (LAN) logical diagram(s) including routing and Virtual LAN (VLAN) configuration relevant to San Ysidro SD’s data and voice network
- Rack elevation diagrams for all telecommunications room equipment housing centralized equipment
- Network connectivity line diagram (s) relevant to the LAN and WAN [MPLS]

Should current documentation to manage San Ysidro SD’s network and server infrastructure not be available or sufficient to manage the environment, VectorUSA will inventory all in-scope data and voice server components and develop appropriate management documentation¹.

Following completion of inventory and documentation, VectorUSA will configure the existing Nagios Xi monitoring services on a virtual server provided by San Ysidro SD to add the server inventory devices.

¹ Inventory and documentation developed by VectorUSA will be provided for a fixed fee; please refer to the pricing section of this Proposal under “Transition Services”.

VectorUSA will then configure San Ysidro SD's Nagios Xi monitoring service to connect to a Nagios enterprise service at VectorUSA's Network Operation Centers (NOCs). This will allow VectorUSA to monitor performance metrics and manage data services remotely from our NOCs. VectorUSA will also log into each in-scope technology component to enable services as necessary to facilitate remote diagnosis and remediation. VectorUSA will monitor all systems for a minimum of seven (7) days, and perform an initial high-level current state assessment of the wireless infrastructure. The assessment will be reviewed with San Ysidro SD's management and technology teams, as directed by San Ysidro SD.

Phase 3: Service Tier Mapping

VectorUSA provides multiple tiers of service for managed technology infrastructure components based upon each customer's needs. Typically, managed service requirements fall into one of the five following service tiers; each successive service tier includes all services from the previous tier:

Service Tier 1: Component Monitoring (Basic)

This service tier provides basic monitoring of technology components to assure they are powered and available. Basic component statistics are limited to power, network availability, CPU and memory utilization, and temperature.

Service Tier 2: Component Monitoring (Full)

Full component monitoring includes comprehensive collection, evaluation and diagnosis of performance statistics, alarms and events for managed technology components to assure they are operating as designed and providing required services.

Service Tier 3: Component Maintenance

This service tier assures relatively static technology components/environments are appropriately maintained to assure continuous operation. Maintenance services include asset management, periodic backup, patch management, and replacement and reconfiguration of failed devices.

Service Tier 4: Component Management

Component management is typically required for more dynamic technology components/environments that require continuous evaluation, configuration, backup and review. Services include more frequent backup and patching, routine system performance reviews, configuration management and incident management.

Service Tier 5: Enterprise Management

Enterprise management services are typically required for technology environments that have stringent regulatory or compliance requirements, or where downtime of critical technology systems incurs potential liability or unacceptable costs to business operations. Enterprise management services include dedicated program management, change management, knowledge management, business continuity

management and testing, and design management to limit system downtime to levels acceptable by the customer.

Upon completion of the inventory review with San Ysidro SD, VectorUSA will coordinate with District leadership to designate (“map”) service tiers for all managed technology components. VectorUSA will provide managed technology services for all in-scope components based upon their designated service tier(s), as follows:

VectorUSA Service Tiers for Managed Technology Components					
<i>Managed Technology Services</i>	Service Tier				
	1	2	3	4	5
<i>24x7 Customer Service from VectorUSA Network Operations Centers Located in the USA</i>	*	*	*	*	*
<i>24x7 Monitoring of basic metrics (power, network response, CPU, memory and temperature)</i>	*	*	*	*	*
<i>Event Management, Communication and Escalation</i>	*	*	*	*	*
<i>Advanced Monitoring of Component Performance Statistics (I.e. application/operational logs, SNMP/WMI performance statistics, system services, etc.)</i>		*	*	*	*
<i>Incident Management</i>		*	*	*	*
<i>Monthly Performance Reporting</i>		*	*	*	*
<i>Service Level Management</i>			*	*	*
<i>Annual Configuration Backup and Archiving</i>			*	*	*
<i>Diagnosis of alerts and alarms, with recommendations for remediation</i>			*	*	*
<i>Remediation of Performance Issues within designated Service Level Agreement (SLA) Windows</i>			*	*	*
<i>Semi-Annual Operating System/Firmware Patching (as prudent/feasible)</i>			*	*	*
<i>Asset Management, including Return Merchandise Authorization (RMA) Management</i>			*	*	*
<i>Reconfiguration of Failed Components to Archived Configuration (Labor Only; Travel/Shipping not included)</i>			*	*	*
<i>Quarterly Performance Analysis and Customer Review</i>			*	*	*
<i>Ongoing (I.e. daily) Backup of System Configuration and Data</i>				*	*
<i>Bi-Monthly Patching of Server Operating Systems</i>				*	*
<i>Reconfiguration and Restoration of Failed Devices and Data within designated SLA Windows</i>				*	*
<i>Routine System Performance Monitoring and Tuning</i>				*	*
<i>Configuration Management</i>				*	*
<i>Named Program Manager</i>					*
<i>Monthly Management Reviews</i>					*
<i>Change Management (Including Customer Change Management Review/Approval)</i>					*
<i>Knowledge Management</i>					*
<i>Release/Deployment Management</i>					*
<i>Availability Management</i>					*
<i>Capacity Management</i>					*
<i>Identity Management</i>					*
<i>Root Cause Analysis</i>					*
<i>Annual Business Continuity/Disaster Recovery Testing</i>					*
<i>Installation/Provisioning of New Equipment</i>					*
<i>Component Refresh/Upgrade Management and Implementation²</i>					*
<i>Service Governance Committee</i>					*

² Component refresh is limited to up to one-third (1/3) of managed components annually. Additional refresh services may be provided at Customer request on a Time and Materials basis.

VectorUSA will mutually develop a communications plan with San Ysidro SD personnel to assure clear and consistent communications between VectorUSA’s service team and the District.

Phase 4: Managed Technology Services

VectorUSA and San Ysidro SD will mutually determine a start date for Managed Technology Services to begin. On the established date, VectorUSA shall assume management responsibilities as designated by the District in accordance with the established inventory of components in accordance with designated service tiers as described above.

Service Level Agreements (SLAs)

For all service tiers, monitoring, event management, incident management, diagnosis and remediation services will be provided twenty-four (24) hours per day, seven (7) days per week unless otherwise outlined in the communications plan. All other services will be provided during Normal Business Hours, which are Monday through Friday, 6AM to 6PM Pacific Time.

VectorUSA will provide all Managed Technology Services for San Ysidro SD in accordance with SLAs for the following service metrics:

Notification Window

- The time elapsed between VectorUSA receipt of an event, outage or service request and VectorUSA opening a ticket and assigning a resource to manage resolution.

Remote Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning remote work on resolving the ticket.

Onsite Response

- The time elapsed between VectorUSA receipt of an event, outage or service request and a qualified technical resource beginning work onsite (if necessary) to resolve the ticket.

Resolution

- The time elapsed between VectorUSA receipt of an event, outage or service request and resolution of the ticket³.

SLA Target

- The minimum success rate (measured monthly) for VectorUSA to meet all SLAs for notification, response or resolution.

³ Compliance with any defined resolution SLA assumes San Ysidro SD’s technology infrastructure components are architected to be restored within the resolution timeframe. VectorUSA will not be held responsible for missing SLA targets beyond our reasonable control based upon the architecture of each managed component or system.

SLAs for San Ysidro SD technology components are defined as follows:

Service Level Agreement						
Priority	Description	Notification Window	Remote Response	Onsite Response	Resolution	SLA Target
1	Entire site or major technology system is nonfunctional	30 min	2 hrs	NBD	N/A	90%
2	Partial site or major technology system is nonfunctional or significantly degraded	2 hrs	4 hrs	NBD	N/A	90%
3	Single centralized component is nonfunctional or performance is degraded	4 hrs	8 hrs	NBD	N/A	90%
4	Single endpoint is nonfunctional or performance degraded. Standard request for moves, adds and changes	8 hrs	24 hrs	48 Hrs	N/A	90%

* NBD = Next Business Day during Normal Business Hours

Onsite Services

Vector will provide onsite services defined in the Service Tier definition for each managed component at the following location(s):

Site	Address
San Ysidro School District: District Office	4350 Otay Mesa Road San Ysidro, CA 92173
San Ysidro Middle School	4345 Otay Mesa Rd. San Ysidro, CA 92173
Vista Del Mar Elementary	4885 Del Sol Blvd. San Diego, CA 92154
Willow Elementary	226 Willow Rd. San Ysidro, CA 92173
La Mirada Elementary	222 Avenida De La Madrid San Ysidro, CA 92173
Smythe Elementary	1880 Smythe Ave. San Ysidro, CA 92173
Sunset Elementary	3825 Sunset Lane San Ysidro, CA 92173
Ocean View Hills Elementary	4919 Del Sol Blvd. San Diego, CA 92154

Onsite response SLAs apply only for sites specifically listed, and only for equipment located in a typical office or data center environment. Onsite response SLAs for equipment located outdoors or industrialized

locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) are “best-effort” relevant to the location of the component and the availability of specialized equipment and/or safety protocols, as applicable that may be required to provide services.

Additional/Custom Services

VectorUSA will perform the following additional services for San Ysidro School District:

Additional Services
<ul style="list-style-type: none">• To onboard the District’s current storage and backup solution for management by the VectorUSA NOC, a one-time startup charge will be assessed to align the current solution [including existing backup hardware systems, licensing and storage] with desired District data retention goals and best practices for similar educational environments. This service includes setting new backup policies, if required, and verifying information and applications on servers to be protected. The process will also assess the current backups and storage and remediate any settings/logs/errors etc. with the current backup procedure. Test backups will be performed following the new practices and guidelines and documentation will be produced showing the schedule, location, and lifecycle of the agreed upon backup plan. • VectorUSA will perform all other services on a Time and Materials basis. A Time and Materials “Budget” is included each month for the following items:<ul style="list-style-type: none">○ Twelve (12) Hours of Network Engineer / Systems Administrator time○ Four (4) Hours of Voice (Systems) Engineer time○ The Time and Materials budget may be used for any service VectorUSA provides for the voice, wireless, and data system as required. In the event a portion of the Time and Materials budget is unused, it will carry over throughout the term of the proposal until it is used.○ Services other than the Network Engineer/Admin will be pro-rated according to the Time & Materials rates listed below in the pricing section

4.0 Pricing

Pricing for Managed Technology Services is monthly based upon the type of device, application or service being managed and on the Service Tier defined by San Ysidro SD. VectorUSA’s pricing below is based upon our current understanding of San Ysidro SD’s server technology inventory and best practices for similar environments. The final cost may vary depending upon additional inventory discovered during service implementation and/or different Service Tiers defined by San Ysidro SD. VectorUSA will coordinate with San Ysidro SD on a quarterly basis to review quantities of managed network and system components (“Resource Units”) as required.

MANAGED SERVICES PRICING					
MANAGED RESOURCE (DESC)	SERVICE/RESOURCE UNIT (RU)	QTY	SERVICE TIER	EACH	TOTAL
District Office (DO) - Cisco Call Manager	VoIP-Call Manager	2	ST3 (Maintenance)	\$ 625.12	\$ 1,250.24
DO - Cisco Unity Connection	VoIP-Voicemail Server	1	ST3 (Maintenance)	\$ 846.31	\$ 846.31
DO - HP Hyper-V Hosts	SVR-Hyper-V	3	ST3 (Maintenance)	\$ 360.66	\$ 1,081.98
DO - HP MSA SAN	STO-SAN/NAS Small (<10TB)	1	ST3 (Maintenance)	\$ 240.45	\$ 240.45
School Sites - Cisco UCS Servers	SVR-Windows (P/V)	8	ST2 (Monitor Full)	\$ 66.03	\$ 528.24
School Sites - Intel/HP/Dell Servers	SVR-Windows (P/V)	20	ST1 (Monitor U/D)	\$ 10.38	\$ 207.60
School Sites - Shared Storage	STO-SAN/NAS Small (<10TB)	2	ST2 (Monitor Full)	\$ 66.03	\$ 132.06
School Sites - Backup Storage	STO-Data Domain	1	ST2 (Monitor Full)	\$ 66.03	\$ 66.03
T&M Budget - Switch/Server MAC Work	LAB(H)-Network Engineer, Sys Admin	12	ST4 (Management)	\$128.12	\$ 1,537.44
Total Managed Services Charge (Monthly)					\$ 5,890.35
Transition Services (Planning, Inventory and Diagrams)					\$ 6,000.00
Nagios XI Licensing [existing]					\$ 0.00
New Physical Monitoring Server (Not Required)					\$ -
Total Price (Server/Software and 12 Months Service)					\$ 76,684.20

Prices above are for all services defined in corresponding service tiers for each component. Onsite services are included only for San Ysidro SD site(s) designated in this Proposal in accordance with defined service tiers. Onsite services for equipment located outdoors or industrialized locations (such as light poles, warehouses, manufacturing facilities, studios, etc.) may incur additional charges dependent upon environmental conditions.

Additional services provided at San Ysidro SD’s request will be billed at the following discount Time and Materials rates:

Additional services provided at San Ysidro SD’s request will be billed at the following discount Time and Materials rates:

Time and Materials Rates for Additional Services		
Resource	Standard Rate	Discount Rate
Technology Consultant	\$300.00	\$225.00
Senior Network Engineer/Systems Engineer	\$195.00	\$165.00
Network Engineer/Systems Administrator	\$165.00	\$128.00
Desktop Analyst/NOC Analyst	\$125.00	\$99.00
Structured Cabling Technician	\$85.00	\$77.50
CAD Specialist	\$105.00	\$95.00

Minimum service increments for services billed on a Time and Materials basis are as follows:

- Remote Assistance Service Appointment: 30 Minute Minimum
- Onsite Service Appointment 120 Minute Minimum

Travel charges and expenses to the San Ysidro SD location for all onsite work requested by San Ysidro SD will be charged at the rates below. These charges will be invoiced in addition to any onsite service appointment minimums for Time and Materials work.

Site	Address	Travel Charge (Hours)	Travel Expenses
San Ysidro SD: District Office	4350 Otay Mesa Road San Ysidro, CA 92173	0.5	N/A
(7) School Sites	Site Addresses in Above Table	0.5	N/A

San Ysidro SD requests for emergency after-hours services⁴ that are not specifically included in the Scope of Work will be invoiced at 1.5 times the discount rates shown above, including applicable travel charges. Request for any services on Federal Holidays⁵ will be invoiced at 2.0 times the discount rates shown above, including applicable travel charges.

All billable travel shall be approved by San Ysidro SD in advance.

5.0 Duration, Invoicing and Payment

VectorUSA anticipates Transition Services and Onboarding Services shall begin on February 1, 2017, and be completed by February 28, 2017. Transition services shall be billed upon completion.

VectorUSA anticipates that Managed Technology Services shall commence on March 1, 2017 and end on February 28, 2018. Managed Technology Services shall be billed on a monthly basis in advance.

Time and Materials services in addition/excess to any monthly labor resources provided will be billed at the end of the month in which they are accrued.

Materials required on to resolve technical issues are not included and will be quoted separately upon request.

Payment of invoices is due NET 15.

⁴ Emergency after-hours services are defined as remote or onsite services that are not scheduled at least forty eight (48) hours in advance, and are performed between 6PM and 6AM Monday through Friday, or any time Saturday or Sunday.

⁵ A list of Federal Holidays may be found at <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/>.

6.0 Terms and Conditions

The following terms and conditions are incorporated into VectorUSA's Proposal for services (the "Agreement") made between VectorUSA and San Ysidro School District. (the "Customer").

Scope of Services: VectorUSA agrees to provide the comprehensive support services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Payment and Termination: Payment is to be made according to the terms stated in the Agreement. Payment terms allowing Customer to pay the costs of this Agreement in more than one payment over the course of the term of this Agreement does not alter the terms of this Agreement. VectorUSA may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay a reasonable Attorney's Fee in the event the amount in default is placed in the hands of an Attorney for collection.

The term of this Agreement is one year. The Customer may cancel this Agreement by providing VectorUSA with written cancellation notice 30 days prior to cancellation. Should the Customer cancel less than 90 days after the origin date of the Agreement, VectorUSA shall be entitled to a cancellation fee of ten (10) percent of the overall value of the Agreement to cover the cost of service setup. Transition fees and hardware/software provided to Customer are non-refundable.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and/or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTORUSA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTORUSA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and

other software to be reloaded. In no way is VectorUSA liable for defects or “bugs” in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Modification or Amendment: If VectorUSA finds it necessary to modify the terms of this Agreement, the Customer will be provided written notice thereof at least sixty days in writing prior to the modification taking effect. Customer's continued use of the services in this Agreement after the modification takes effect constitutes acceptance of the modified Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

(This Section Intentionally Left Blank)

7.0 Agreement

By signing below, both San Ysidro School District and VectorUSA acknowledge that they have read, understood and agree to be bound by the terms and conditions provided in this Proposal, and that the persons signing are duly authorized to do so. San Ysidro SD authorizes VectorUSA to perform the Scope of Work described in this Proposal, and to the associated terms of invoicing and payment.

VectorUSA
9808 Waples Street
San Diego, CA 92121

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

By:

By:

Patrick Luce
Director of Consultative Services
VectorUSA

(Printed Name)

January 20, 2017

(Printed Title)

(Printed Date)



(Signature)

(Signature)

Appendix A: References

References from VectorUSA clients are available upon request.

Appendix B: Sample Reports and Documentation

Sample reports and documentation from VectorUSA Managed Technology Services are available upon request.

END OF DOCUMENT