San Ysidro School District
Governing Board
AGENDA

Thursday
April 13, 2017
5:00 p.m.

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

Vista Del Mar School
4885 Del Sol Blvd.
San Diego

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, FEBRUARY 23, 2017
CLOSED SESSION: 5:00 p.m. – 6:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, February 23, 2017, with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigue Time: 5:00 p.m.

2. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. Rodolfo Linares, Clerk
Mr. Marcos A. Diaz, Member – *Arrived at 5:36 p.m.*
Mr. Antonio Martinez, Member

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

Member Martinez made a motion to recess to Closed Session, seconded by Vice-President Lopez. The vote was 4 Ayes – 1 Absent (D).

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

4.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Pursuant to Government Code Section 54956.9(d)(2)
Number of Cases/Claims: 1

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

California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:00 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

5. **CALL TO ORDER** Who: President Pallasigue Time: 6:00 p.m.

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

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

8. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Beatriz Bautista, SYEA Bargaining Team, 1) Mentioned that she was speaking on behalf of the SYEA Bargaining Team about the reconfiguration process and thanked the Human Resources Department for inviting SYEA to participate in the process. 2) Commented that SYEA did a teacher survey to find out what teachers considered important during the reconfiguration process and eighty-five percent agreed that credentials and seniority was a priority. 3) Mentioned that an MOU was developed to set up the criteria to follow. Teachers with single subject credentials will be placed first and requests for transfers will be honored. Credentials needed to match teacher assignments and seniority. 4) Commented that they looked at Special Education to meet student needs and low numbers in the classroom with a minimum of two grade levels. 5) Mentioned that they want to move the less members possible. 6) Shared with the Board the reconfiguration quick facts.

Art Castanares, Manzana Energy, 1) Mentioned that he was at the Board meeting two weeks ago and he thought he was asked to come to every Board meeting. He was not on the agenda and wanted to make sure he was present to answer any questions. 2) Commented that he finished all work for the underground utility monitoring and inspection that was conducted this week. 3) Mentioned that last week, Mr. Macias and the District lawyer had a meeting with him and his lawyer that was recorded by mutual agreement and has a transcript of the meeting. 4) Commented that at that meeting, all potential issues about scheduling, the procurement of equipment and access issues were discussed. 5) Mentioned that Manzana sent the District a notice of default that led to the meeting with attorneys because they were denied access to the sites. 6) Commented that at the meeting held with Mr. Macias and the District lawyer, he asked if there were any issues with Manzana's contract or performance and the lawyer said no. 7) Mentioned that he attended the meeting at Sunset School and asked if there were any issues and no one raised any. He was asked to provide a schedule and he did. 8) Commented that since then, he is hearing in the community that Board members are unhappy with their (Manzana's) performance and that they've done something wrong, stolen money, misappropriated money or embezzled money. 9) Mentioned that he knew Mr. Martinez was having these conversations with people in the community and said it had to stop. 10) Commented that he wanted the Board to be aware of the things that are being said in the community and the damage it creates for their

company when people are raising some financial issues that are not being raised by a lawyer. 11) Mentioned that if there's an issue, write them in a letter to discuss it. If anybody is making allegations in the community saying that someone has stolen money from the District, put it on paper and send it to their lawyers.
12) Presented Mr. Martinez a cease and desist letter.
Esther Gutierrez, Community Member, 1) Commented that she has been hearing there are a lot of problems in the District. 2) Mentioned that parents don't want lawsuits. What happened in the past was very serious. 3) Commented that she's been fighting for four years before the previous superintendent and is also suing the previous superintendent for the District. 4) Mentioned that she knows three of the Board members very well that have been excellent and was proud that she was part of this new change. Then came the new superintendent which is now in the news. 5) Commented that parents don't want to make it an issue, but if they have to, they will. Parents want an explanation. 6) Mentioned that principals are taking advantage of parents and mistreating students. She informed Human Resources and Mr. Zummo has been excellent. 7) Commented that parents need the Board to be respectful and to be with the community and really care for the kids. 8) Mentioned that if somebody is taking money, they should not be here in the District. We already went through this. The money Administration is handling belongs to the students and the parents of the District, not for someone to put in their pockets. 9) Mentioned that she really hopes the Board will take this into consideration because it could get ugly. The community is starting to say, "not again."

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

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

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

9. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Diaz, 1) Welcomed everyone. 2) Commented that he was proud we were back to focusing on the kids and the programs and done with the adult games. It looks like we are falling back on that mode again.
3) Mentioned that the Board is here to serve parents and wants to focus on the kids. 4) Commented that the stories on the news never stop. Once it starts getting boring in San Ysidro, something blows up. 5) Mentioned that the Board is ready to refocus on the kids. 6) Commented that on a personal note, he would like to publicly apologize for his comments on a letter that went out. If his comments put doubt in minds, he didn't doubt the letter, it was the process. He supports the letter, the superintendent, where the District is heading and the things the Board has done in the past two years. 7) Mentioned that the District is moving in the right direction and not to let those comments make you lose focus on what we are trying to do. 8) Commented that we strive to provide our kids a safe environment but we are not perfect. 9) Mentioned that we are still fixing things from the past and trying to correct issues. 10) Thanked parents for letting him serve them.
Member Martinez, 1) Welcomed everyone. 2) Commented that it's the Board's responsibility to make sure the District is protected against anyone that wants to harm the District. We need to have that protection for our kids and the community. 3) Mentioned that he would like a status on the creation of the Oversite Committee related to the solar panel project that's independent of anything this Board is doing. The committee would look at the solar project and other construction projects and keep us honest. 4) Mentioned that he would like to encourage community members to get involved in the Oversight Committee.

5) Directed Dr. Fonseca and Mr. Macias to do an audit of the solar and construction projects to also ensure we are being kept honest with ourselves. We owe that to the community and the District. 6) Commented that his priority is the water issue. He would like to request a timeline that we can give to the community related to what we are doing about the water and how long it will take to fix it. 7) Mentioned that Assemblywoman Lorena Gonzalez is looking to pass a bill to have a mandatory test from the State related to water quality. He believes the Board should support her with that bill and requested that Dr. Fonseca and Mr. Macias bring a resolution to the next Board meeting in support of the bill. 8) Mentioned that he would also like to request Board meetings videotaped aside from having meetings tape recorded and online to make sure we are being transparent with the community. 9) Commented that we have to stay firm and keep going. 10) Welcomed Aida Castañeda, representative, for Assemblywoman Lorena Gonzalez.

Vice-President Lopez 1) Commented that the reason she ran for the Board was because she thought the District was well governed and it hurt when the Grand Jury Report came out. 2) Commended Dr. Fonseca and supports him with the letter that was written to the community and staff because it took a lot of love for education and for our kids. 3) Commented that we need to work together. She sees a lot of positive things but there are also a lot of negative things. 4) Mentioned that she believes in the community, superintendent, Mr. Macias and staff who have been around for many years and are hard workers and good people. 5) Commented that she will not let anyone come and utilize us to fight with each other. We need unity and to work together as parents, teachers, administrators and classified. 6) Commented that she wants to see parents at meetings to give their input because they are the voice of their children. 7) Mentioned that she knows there are rules and regulations that govern us and we need to follow that. In order to be honest and truthful, we need to show respect to get respect as a Governing Board, not as an individual. 8) Mentioned that she is not on the Board to gain anything. Her purpose is to help the community and to give the kids the best. 9) Commented that her dream is that all the school communities work together with the support of parents and staff.

Clerk Linares, 1) Commented that he was not in the Closed Session meeting because the item for Closed Session was not what the Board was going to talk about. There were different issues. 2) Mentioned that he walked out because in the past we had problems for non agendized items and we were called on it and had to redo a nomination. 3) Commented that he concurs with Vice-President Lopez that we are governed by many laws and regulations and the one that governs this Board is the Brown Act. 4) Shared information on the Brown Act and concerns that item 4.1 in Closed Session was not agendized properly. 5) Commented that the Board forms an opinion with the information provided and acts on the advice from legal counsel and he had not been informed of any claims. He didn't think it applied to the item on the agenda for that reason he walked out. 6) Commented that the request of documents he made should be discussed in Open Session not in Closed Session. 7) Mentioned that on February 15, he requested from the President a Special Meeting for five items and that meeting was denied. 8) Commented that he was told that three of the items were going to be discussed at the next Board meeting and will be discussed with the entire Board present and only one item was on the agenda that did not qualify. 9) Mentioned that when a Board member requests to have a Special meeting, the opinion of Board members should be requested if they agree to the meeting. 10) Commented that he was calling the meeting because it's important to him and he has a problem in the manner we are conducting ourselves and not following the law. 11) Mentioned that he knows that the Board and Superintendent acted on the advice from legal counsel on all the meetings we had and everything that is discussed in Closed Session is approved by legal. He has doubts now. 12) Commented that there are many meetings that are not complying with the law and we are violating the Brown Act and does not want to be a part of those meetings. 13) Stated that he will not participate in any future meetings that are not properly agendized.

President Pallasigue, 1) Welcomed everyone. 2) Commented that she agrees a hundred percent with Assemblywoman Lorena Gonzalez that actions in the District are completely relevant and important and every claim should be looked at and investigated. 3) Mentioned that she also agrees in due process. We live in a country where an accusation or claim is made and we are entitled to it being investigated thoroughly within our American rights of due process. 4) Commented that Dr. Fonseca and staff have her full support.

5) Apologized for speaking on behalf of Board members on her letter to the District and apologized to Mr. Linares. Mentioned that she didn't want to create any waves and just wanted to show the community that the Board supports Dr. Fonseca. 6) Mentioned that she is new to the Board but not to the community. Her children were raised in this community and are products of this District. 7) Commented that she cares about the community and doesn't want the integrity of the community to be outshined by slimy allegations.
8) Mentioned that she never thought she would see the electives the District is offering now to prepare students for life and doesn't want to see them outshined. 9) Mentioned that she appreciates all staff for everything they do. 10) Commented that she would like Dr. Fonseca to give an update on the Food Waste Evaluation.
11) Mentioned that she would like to take a look at a more comprehensive restorative justice program.
12) Thanked the Plumber's Union and Mr. Martinez for coordinating that. 13) Thanked the Board and everything they bring to the table even if they don't always agree and may have different approaches.
14) Mentioned that it is a privilege to serve as a parent in this community. 15) Commented that we take very seriously everything that is said whether it is negative or positive and thanked everyone for entrusting the Board.
Dr. Fonseca, Superintendent, 1) Thanked everyone for their support during the last couple of weeks.
2) Mentioned that the focus for us regardless of what is being said and the message to staff and to the Board is we are staying the course and nothing will distract us from where we need to get. 3) Commented that he made a promise to the community that we finalize some things for the best interest of the kids. In the last couple of weeks we derailed from that but as we continue to move forward, no more distractions. 4) Mentioned that Member Linares had concerns on the direction the District is taking on the financial decisions we are making. He would like to make it public that on February 16, 2017, the San Diego County Office of Education sent the first interim report for 2016-2017. The District again submitted a positive certification and they concur with the certification at this time. Our finances are in very good standing. 5) Commented that teachers are amazing in following the course the Administration set forward from the beginning. He sees a lot of positive things happening in terms of test scores and the care and level of concern the teachers have is beyond anything he has seen. Thanked teachers for staying the course with the Administration. 6) Mentioned that focusing on moving 243 teachers in less than seven months is no easy task. Regardless of the distractions, we stayed focused and we accomplished this. 7) Commented that eighty-five percent of teachers had their first choice. 8) Mentioned that he can't thank classified staff enough for trying to collaborate with Francisco and other agencies to bring in water. 9) Mentioned that the Plumber's Union donated ten thousand dollars worth of water bottles and fourteen hundred and forty water bottles were donated from the Lumber Liquidators indefinitely to support our students. 10) Commented that it was an honor to have a lengthy discussion with Assemblywoman Gonzalez who took a look at what we were doing in the District. 11) Thanked Law Firm Pillsbury for assisting the District. Mentioned that it felt really good to hear them say that the District has gone above and beyond the call of duty to make sure the students and staff were safe with the immediate action we took. 12) Mentioned that Mr. Macias already sent out a letter for the Oversight Committee and there is process of a period of ten days to give everyone an opportunity to apply. 13) Commented that the District is also being looked at by Junior Achievement for another grant. Not only are we teaching students basic curriculum and instruction, we are also extending the District to financial literacy. These are the things that we need to be talking about in public because these are the things that are real and it's what we are here to do. 14) Mentioned that related to the commentary of Art Castanares, he sincerely apologizes. We have no control of what happens in the community. One of the things we have maintained and will stay steadfast is that we want to complete the project. Although we may have some things we don't agree on, what we want to see happen with this situation is we want to have the solar panel project completed for the community once and for all. We are hopeful we can continue to have this communication so that we can get this project done. 15) Commented that in moving forward, the renovation of the District is not going to stop. Mr. Macias has done a fantastic job meeting with DSA and getting things done. 16) Commented that we need to get beyond the nonsense of the adults and not lose focus on why we are all here. We need to educate and protect the children. 17) Invited the community to volunteer with Samsung in painting and sprucing up our school.

18) Mentioned that there was a comment made earlier about against all enemies foreign and domestic that was tough to hear because I don't think we are enemies. We need to stay focused on one goal alone, the kids. Let's stay focused on making sure we complete all of the projects within the time frame and let's get passed all of the nonsense.

10. GENERAL ADMINISTRATION

10.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of January 26, 2017.

Motion: Diaz Second: Pallasigue Vote: Unanimous

10.2 AUDIT REPORT 2015-16 FISCAL YEAR

The Board approved the Audit Report for the 2015-16 fiscal year.

Motion: Martinez Second: Diaz Vote: Unanimous

11. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Pulled Consent Calendar Items 11B.1 and 11B.4 for discussion and to be voted on separately.

Motion: Linares Second: Diaz Vote: Unanimous

11A. CURRICULUM & INSTRUCTION

11A.1 24TH ANNUAL ADELANTE MUJER CONFERENCE

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

11A.2 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Kelli Hay, Manuela Colom	ESSA and Private Schools Workshop	SDCOE	March 2, 2017	$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Lorena Varela, Nancy Serrano, Maribel Martinez, Eva Duarte, Mara Nacu, Sandra Ferguson, Matilde Diaz, Ernestina Lopez, Maria Cabrera, Ana Sepulveda, Meliza Rubio, Victoria Boone Cecilia Cruz, Audrey Valvekens	14th Annual Early Years Conference: Dual Language Development & Cultural Competence in Early Education	SDCOE	March 10 & 11, 2017	$1,125.00	Preschool & Child Development QPI Funds
Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman, Miguel Aguilera, Lupita Garcia, Sylvia Armenta, Dalia Gonzalez-G.	Trauma-Informed Practices for Schools (TIPS) Training of Trainers	SDCOE	March 17, 2017	$280.00	Special Education Fund
Paloma Perez	Procurement in the 21st Century	SDCOE	March 30-31, 2017	$0	No Cost
Kelli Hay, Manuela Colom, Veronica Medina	LCAP Stakeholder Engagement Workshop	SDCOE	April 10, 2017	$0	No Cost
Kelli Hay, Veronica Medina	2017 Foster Youth Education Summit	Sacramento	April 18 &19, 2017	$2,500.00	Supplemental and Concentration Fund
Paloma Perez	Direct Certification Training	Escondido	April 20, 2017	$0	No Cost
Pamela Lambert, Paloma Perez, Ana Bush, Elmy Flores, Izmael Sierra	Goodfood Showcase Event	Encinitas	December 2, 2016	$278.00	Child Nutrition Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Manuela Colom, Kelli Hay, Melissa Brown, Marlo Vasquez, Nadia Aviles, Gloria Mena, Lupita Garcia, Vikki Viramontes Maria Rodriguez, Josefina Villegas, Alexander Gacuya, Arturo Preciado, Saul Gonzalez	Best Behavior: Building Positive Behavioral Interventions and Supports	San Diego	March 8-9, 2017	$1,170.00	Supplemental and Concentration Fund

11B. BUSINESS

11B.1 AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR COPIERS

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

Motion: Martinez Second: Pallasigue Vote: Unanimous

11B.2 AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR PRINTERS

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

11B.3 COX CALIFORNIA TELCOM, LLC - ICB COMMERCIAL SERVICE AGREEMENT - AMENDMENT NO. 3

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

11B.4 LEGAL SERVICES AGREEMENT WITH SHEPPARD MULLIN

The Board approved/ratified to retain the law firm of Sheppard Mullin for specialized and limited legal services as needed.

Mr. Linares emphasized that this Board and Superintendent on all actions made acted on the advice from legal counsel. We must reconsider legal counsel's performance.

Mr. Macias stated for the record that nothing that has to do with contracts can never ever be discussed in Closed Session and that this item was not discussed in Closed Session.

Clerk Linares requested for the record full payments and accounting on legal and itemized statements on time spent for the last two years.

Clerk Linares mentioned that another item that disappoints him and that he knows is not coming from Administration but is coming from legal counsel is that a Board member does not have access to documents. He had to go through the Freedom Act to request documents. Mentioned that he has a big concern with the legal counsel we have right now.

Motion: Pallasigue Second: Linares Vote: 4 Ayes – 1 Noe (Linares)

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

12. ADJOURNMENT Time: 7:40 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 16/17- 0012 DAY/WEEK OF THE TEACHER

BACKGROUND INFORMATION:
Day of the Teacher is a day for honoring teachers and recognizing the lasting contributions they make to our lives. In May 2009, the United States Congress enacted a bill that created a National Day of the Teacher to be celebrated in the month of May. On California's Day of the Teacher, thousands of communities take time to honor their local educators and acknowledge the vital role teachers play in making sure every student receives a quality education.

May 7-13, 2017 has been designated as the "Week of the Teacher" and Wednesday May 10, 2017 has been selected as the San Ysidro School District "Day of the Teacher." On this day, we invite all members of the community to join in this observance by recognizing the contributions public school teachers make toward our children's success in school and in life.

RECOMMENDATION:
Adopt Resolution No. 16/17- 0012 declaring the observance of Wednesday, May 10, 2017, as the San Ysidro "Day of the Teacher" and the week of May 7-13, 2017 as "Week of the Teacher."

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 16/17-0012

RESOLUTION DECLARING THE OBSERVANCE OF WEDNESDAY, MAY 10, 2017, AS THE "DAY OF THE TEACHER" AND THE WEEK OF MAY 7-13, 2017 AS THE "WEEK OF THE TEACHER"

WHEREAS, education is the most vital activity that we as a society undertake to ensure the well-being of the nation; and

WHEREAS, teachers open children's minds to the magic of ideas, knowledge and dreams; and

WHEREAS, teachers fill many roles, as listeners, role models, motivators and mentors; and

WHEREAS, teachers deserve widespread recognition and gratitude for their performance;

WHEREAS, we are keenly aware of the importance of teachers in children reaching their full potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent declare the observance of Wednesday, May 10, 2017, as the San Ysidro "Day of the Teacher."

BE IT FURTHER RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent also recognize the week of May 7-13, 2017, as the "Week of the Teacher" and encourage activities to recognize and honor San Ysidro School District teachers and all certificated staff members.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13th day of April, 2017.

Rosaleah Pallasigue, President	Irene Lopez, Vice-President
Rodolfo Linares, Member	Marcos A. Diaz, Member
Antonio Martinez, Member	Julio Fonseca, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 16/17- 0013 CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK

BACKGROUND INFORMATION:
The State of California has a long standing tradition of recognizing the important contributions of classified employees and has named the third full week of May as "Classified Employee Week" to honor their valuable contributions to each school district's success.

Classified employees play an integral role in California's public schools and in particular the San Ysidro School District. In tandem with our classified employees, confidential staff also serve essential roles in supporting the responsibilities assigned to every public education entity in the State. Together, classified and confidential staff help to ensure the smooth operation of offices, the safety and maintenance of buildings and property, the safe transportation of students and the healthy nutrition and direct instruction of our students. By approving Resolution No. 16/17- 0013, the District acknowledges the valuable services to the San Ysidro School District and its students by our classified and confidential employees.

RECOMMENDATION:
Adopt Resolution No. 16/17- 0013 recognizing the week of May 21-27, 2017 as "Classified and Confidential School Employee Week."

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 16/17- 0013

RESOLUTION DECLARING THE WEEK OF MAY 21-27, 2017, AS "CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK"

WHEREAS, classified and confidential school employees provide valuable services to the schools and students of the San Ysidro School District; and

WHEREAS, classified and confidential school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified and confidential school employees serve a vital role in providing for the welfare and safety of the San Ysidro School District students; and

WHEREAS, classified and confidential school employees in the San Ysidro School District strive for excellence in all areas relative to the educational community.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District and the Superintendent hereby recognizes and wishes to honor the contributions of the classified and confidential school employees for their efforts in promoting quality education in the State of California and in the San Ysidro School District and declares the week of May 21-27, 2017, as "Classified/Confidential School Employee Week" in the San Ysidro School District.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13th day of April, 2017.

Rosaleah Pallasigue, President	Irene Lopez, Vice-President
Rodolfo Linares, Member	Marcos A. Diaz, Member
Antonio Martinez, Member	Julio Fonseca, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 16/17-0014 TO AUTHORIZE ALL NECESSARY STEPS TO ENSURE FREE, CLEAN AND SAFE DRINKING WATER FOR STUDENTS AND STAFF

BACKGROUND INFORMATION:
The consumption of unsafe water in schools is a substantial health risk to children as they are more susceptible to the health effects of exposure to lead and other contaminants. SB 334 (2015) and SB 210 (2017) have been proposed in the California Legislature to amend sections of the Education Code and Health and Safety Code relating to pupil health with specific regard to requiring school districts to provide access to free, fresh, and clean drinking water throughout the school day, including during recreation times.

The District will test or work with the appropriate agencies to test, its drinking water at all school sites for lead or other contaminants to identify the most urgent needs and develop a plan. When the District determines that the drinking water it provides does not meet U.S. EPA drinking water standards, it shall prohibit access its consumption and also provide alternative drinking water sources (e.g. bottled water) until the substandard drinking water meets U.S. EPA standards. Furthermore the District will take all steps necessary to ensure that its students and staff have access to free, fresh and clean drinking water at all times throughout the day.

RECOMMENDATION:
Adopt Resolution No. 16/17-0014 to authorize all necessary steps to ensure free, clean and safe drinking water for students and staff of the San Ysidro School District.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #:

As needed	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 16/17-0014

A RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT TO AUTHORIZE ALL NECESSARY STEPS TO ENSURE FREE, CLEAN AND SAFE DRINKING WATER FOR STUDENTS AND STAFF OF THE SAN YSIDRO SCHOOL DISTRICT

WHEREAS, on September 25, 2012, Gov. Jerry Brown signed legislation establishing a policy that every Californian has a human right to safe, clean, affordable and accessible drinking water (AB 685 – California Human Right to Water Act; Water Code section 106.3); and

WHEREAS, consumption of unsafe water in schools is a substantial health risk to children as they are more susceptible to the health effects of exposure to lead and other contaminants; and

WHEREAS, SB 334 (2015) and SB 210 (2017) have been proposed in the California Legislature to amend sections of the Education Code and Health and Safety Code relating to pupil health with specific regard to requiring school districts to provide access to free, fresh, and clean drinking water throughout the school day, including during recreation times; and

WHEREAS, the District will test, or work with appropriate agencies (i.e. the California Department of Public Health, the California Department of Education) to test, its drinking water at all school sites for lead or other contaminants and identify the most urgent mitigation needs and develop a protocol or plan for mitigation; and

WHEREAS, when the District determines that the drinking water it provides at any of its facilities does not meet U.S. EPA drinking water standards, it shall prohibit access and consumption of said water and shall also provide alternative drinking water sources (e.g. bottled water) until the substandard drinking water meets U.S. EPA standards; and

WHEREAS, the District shall endeavor to take all steps necessary to ensure that its students and staff have access to free, fresh, and clean drinking water al all time throughout the day.

THEREFORE, THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The Superintendent or his designee is directed to take all steps necessary to ensure that the drinking water supplied by the District to its students and staff meets or exceeds U.S. EPA standards established for safe drinking water.

SECTION 2: The Superintendent or his designee is directed to provide alternative sources (e.g. refrigerated hydration stations, bottled water, insulated containers filled with water, etc.) of free, fresh and clean drinking water if tests of District supplied drinking water reveal unsafe levels of lead or other contaminants.

SECTION 3: That the Governing Board directs the Superintendent or his designee to explore and pursue any and all applicable State and Federal grants whose purpose is to assist school districts to supply free, fresh and clean drinking water.

SECTION 4: The Secretary of the Board of Education shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 13th day of April 2017.

_____

Rosaleah Pallasigue, Board President

_____

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

BACKGROUND INFORMATION:
Districts are required by the Commission on Teacher Credentialing (CTC) to submit a yearly declaration of need for teaching positions in specific areas which are difficult to fill, i.e. Math, Science, Special Education with new authorizations, and Clinical or Rehabilitative Services. It is recommended by the San Diego County Office of Education to overestimate the amount of positions needed on the form attached (CL-500).

Once the District has exhausted all means to recruit teachers for the difficult to fill positions, the District may recruit individuals based on Emergency Permits, Limited Assignments, and Internship Credentials in these areas of need.

RECOMMENDATION:
Approve the Declaration of Need for Fully Qualified Educators, in specific areas which are difficult to fill for the 2017-2018 school year.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition # N/A

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: REQUEST FOR ALLOWANCE OF ATTENDANCE BECAUSE OF EMERGENCY CONDITIONS (FORM J-13A)

BACKGROUND INFORMATION:
On March 9, 2017 at approximately 2:30 a.m., the San Diego Gas & Electric (SDG&E) company was notified of a car accident on Otay Mesa Road that damaged SDG&E electric equipment serving the area. Upon inspection, it was determined that there was significant damage to the power infrastructure that serves the San Ysidro Middle School and the District Administration Offices. SDG&E worked throughout the day to safely repair the damaged power poles and underground electrical equipment.

Administration closed the San Ysidro Middle School for the day, due to the safety hazard involved which affected both the educational environment and safety of students and staff. Form J-13A is being submitted to the County and State to obtain approval of attendance and instructional time credit due to this emergency condition as described in Education Code Section 46392.

RECOMMENDATION:
Approve the submittal of Form J-13A Request for Allowance of Attendance because of Emergency Conditions at the San Ysidro Middle School and to obtain approval of attendance and instructional time credit for March 9, 2017.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

REQUEST FOR ALLOWANCE OF ATTENDANCE BECAUSE OF EMERGENCY CONDITIONS
Form J-13A (Rev. 01-05)

School District Name: San Ysidro Elementary

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

County-District Code: 37-68379

County Name: San Diego

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education
School Fiscal Services Division
California Department of Education
1430 N Street, Suite 3800
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

SCHOOL CLOSURE

Nature of Emergency: Power outage

Name of School(s): San Ysidro Middle School

School Code(s): 6098453

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

Thursday, March 9, 2017. This morning at approximately 2:30 a.m., San Diego Gas & Electric (SDG&E) was notified of a car accident on Otay Mesa Road that damaged SDG&E electric equipment serving the area.

Upon arriving to the car accident crews found significant damage to the power infrastructure that serves San Ysidro Middle School and the District Administration Offices.

SDG&E will be working throughout the day to safely repair the damaged power poles and underground electrical equipment. At this time the company anticipates full restoration at 5 p.m., however that estimate can change.

Please be assured that SDG&E crews are focused on safely restoring power to the district.

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

California Department of Education Form J-13A

MATERIAL DECREASE

Nature of Emergency: N/A

Name of School:

School Code(s):

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) _____ _____ during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): _____students per day. Estimated daily attendance multiplied by number of days of material decrease, yields _____days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on _____, 2_____ and ending on _____, 2_____.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance

LOST OR DESTROYED ATTENDANCE RECORDS

We request the use of estimated attendance in lieu of attendance that cannot be verified because of the loss or destruction of attendance records. This request is made in accordance with Section 46391. The entire period covered by the lost or destroyed records commences with _____, 2____ , up to and including, _____, 2____.

Describe circumstances and extent of records loss or destruction: N/A

N/A

Describe how it is proposed to reconstruct attendance records or estimate attendance in the absence of records: N/A

AFFIDAVIT OF GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the San Ysidro Elementary school district, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

Printed Names	Signatures
Rosaleah Pallasigue, President	
Irene Lopez, Vice President	
Rodolfo Linares, Member	
Marcos A. Diaz, Member	
Antonio Martinez, Member	

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 13th day of April, 2017.

Signature, Title Deputy Superintendent

of San Diego County, California

Contact/Individual responsible for preparing this form:

Name: Jose Arturo Sanchez Macias Title: Deputy Superintendent

Phone :619-428-4476 x3004 Fax : 619-428-9355 E-mail: arturo.macias@sysd.k12.ca.us

AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools _____

Date: _____

Subscribed and sworn (or affirmed) before me, this ____day of _____, 2____.

Signature, Title _____

of _____County, California

Contact/Individual responsible for preparing this form:

Name: Laura Caballero Title: Controller

Phone: 619-428-4476 x3009 Fax : _____ E-mail: laura.caballero@sysd.k12.ca.us

AFFIDAVIT OF CHARTER SCHOOL GOVERNING BOARD MEMBERS

We, members constituting a majority of the governing board of the _____ _____charter school, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

Printed Names	Signatures
N/A	

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this ____day of _____, 2____.

Signature, Title _____

of _____County, California

Contact/Individual responsible for preparing this form:

Name:_____ Title:_____

Phone:_____ Fax : _____E-mail: _____

Approval by Superintendent of Authorized Local Educational Agency (LEA)

Signature, Title_____

of _____(LEA).

AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools _____

Date: _____

Subscribed and sworn (or affirmed) before me, this ____day of _____, 2____.

Signature, Title _____

of _____County, California

Contact/Individual responsible for preparing this form:

Name:_____ Title:_____

Phone:_____ Fax : _____E-mail: _____

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: 2017-2018 PRINCIPALS' WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Principals' Work Calendar for the 2017-2018 school year.

RECOMMENDATION:
Approve the 2017-2018 Principals' Work Calendar.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition # N/A

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

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

Superintendent's Office Certification:

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

2017-2018

SAN YSIDRO SCHOOL DISTRICT

Principals

207 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2017									
3	4	5	6	7					7/4 - Independence Day - Legal Holiday
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					
31					0	3	1	17	
August, 2017									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					8/17 - First Day for Students
21	22	23	24	25					
28	29	30	31		11	23	0	0	
September, 2017									
				1					
4	5	6	7	8					9/4 - Labor Day - Legal Holiday
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	15	15	1	5	9/25 - 09/29 Student Fall Break
October, 2017									
2	3	4	5	6					10/2 - Students return
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
November, 2017									
		1	2	3					
6	7	8	9	10					11/10 - Veteran's Day Legal Holiday
13	14	15	16	17					11/17 - End of first trimester 60 days
20	21	22	23	24					11/20 - 11/24 Non Instructional days
27	28	29	30		16	16	3	3	11/23 - Thanksgiving legal 11/24 - Local holiday
December, 2017									
				1					12/4-12/8 Parent Conferences
4	5	6	7	8					12/18 - 1/5 Winter Break
11	12	13	14	15					12/22 - Christmas Eve - Legal Holiday
18	19	20	21	22					12/25 - Christmas Day - Legal Holiday
25	26	27	28	29	11	11	3	7	12/29 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2018									
1	2	3	4	5					1/1 - New Year's Legal Holiday
8	9	10	11	12					1/9 - Students Return
15	16	17	18	19					1/15 - Martin Luther King Jr. Holiday
22	23	24	25	26					
29	30	31			16	17	2	4	
February, 2018									
			1	2					
5	6	7	8	9					
12	13	14	15	16					2/16 - Lincoln Holiday
19	20	21	22	23					2/19 - Washington Holiday
26	27	28			18	18	2	0	
March, 2018									
			1	2					
5	6	7	8	9					3/9 - End of second trimester 56 days
12	13	14	15	16					3/19-3/23 - Parent Conferences
19	20	21	22	23					3/29 - Local Holiday
26	27	28	29	30	17	17	2	3	3/30 - In-lieu of Cesar Chavez Holiday (March 31)
April, 2018									
2	3	4	5	6					3/26 - 4/6 Student Spring Break
9	10	11	12	13					4/9 - Students Return
16	17	18	19	20					
23	24	25	26	27					
30					16	16	0	5	
May, 2018									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30	31		22	22	1	0	5/28 - Memorial Day - Legal Holiday
June, 2018									
				1					
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					6/22 - Last Day for Students
25	26	27	28	29	16	21	0	0	6/22 - End of third trimester 64 days

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: 2017-2018 CERTIFICATED DIRECTORS/COORDINATORS WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Certificated Directors/Coordinators Work Calendar for the 2017-2018 school year.

RECOMMENDATION:
Approve the 2017-2018 Certificated Directors/Coordinators Work Calendar.

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

Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	N/A

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

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

Superintendent's Office Certification:

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

2017-2018

SAN YSIDRO SCHOOL DISTRICT
Certificated Directors/Coordinators
225 work year

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2017									
3	4	5	6	7					7/4 - Independence Day - Legal Holiday
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					
31					0	16	1	4	
August, 2017									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					8/17 - First Day for Students
21	22	23	24	25					
28	29	30	31		11	23	0	0	
September, 2017									
				1					
4	5	6	7	8					9/4 - Labor Day - Legal Holiday
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	15	17	1	3	9/25 - 09/29 Student Fall Break
October, 2017									
2	3	4	5	6					10/2 - Students return
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
November, 2017									
		1	2	3					11/10 - Veteran's Day Legal Holiday
6	7	8	9	10					11/17 - End of first trimester 60 days
13	14	15	16	17					11/20-11/22 Non Instructional days
20	21	22	23	24					11/23 - Thanksgiving - Legal Holiday
27	28	29	30		16	16	3	3	11/24 - Thanksgiving - Local Holiday
December, 2017									
				1					12/4-12/8 Parent Conferences
4	5	6	7	8					12/18 - 1/8 Student Winter Break
11	12	13	14	15					12/22 - Christmas Eve - Legal Holiday
18	19	20	21	22					12/25 - Christmas Day - Legal Holiday
25	26	27	28	29	11	11	3	7	12/29 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2018									
1	2	3	4	5					1/1 - New Year's Legal Holiday
8	9	10	11	12					1/9 - Students Return
15	16	17	18	19					1/15 - Martin Luther King Jr. Holiday
22	23	24	25	26					
29	30	31			16	21	2	0	
February, 2018									
			1	2					
5	6	7	8	9					
12	13	14	15	16					2/16 - Lincoln Holiday
19	20	21	22	23					2/19 - Washington Holiday
26	27	28			18	18	2	0	
March, 2018									
			1	2					
5	6	7	8	9					3/9 - End of second trimester 56 days
12	13	14	15	16					3/19-3/23 Parent Conferences
19	20	21	22	23					3/29 - Local Holiday
26	27	28	29	30	17	17	2	3	3/30 - Cesar Chavez - Local Holiday
April, 2018									
2	3	4	5	6					3/26-4/6 Student Spring Break
9	10	11	12	13					4/9 - Students Return
16	17	18	19	20					
23	24	25	26	27					
30					16	16	0	5	
May, 2018									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30	31		22	22	1	0	5/28 - Memorial Day - Legal Holiday
June, 2018									
				1					
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					6/22 - Last Day for Students
25	26	27	28	29	16	21	0	0	6/22 - End of third trimester 64 days

11.8

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: 2017-2018 SENIOR CERTIFICATED MANAGEMENT WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Senior Certificated Management Work Calendar for the 2017-2018 school year.

RECOMMENDATION:
Approve the 2017-2018 Senior Certificated Management Work Calendar.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition # N/A

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

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

Superintendent's Office Certification:

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

2017-2018

SAN YSIDRO SCHOOL DISTRICT

Senior Certificated Management

241 Work Year Calendar

Board Approved: _____

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
July, 2017									
3	4	5	6	7					7/4 - Independence Day - Legal Holiday
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					
31					0	18	1	2	
August, 2017									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					8/17 - First Day for Students
21	22	23	24	25					
28	29	30	31		11	23	0	0	
September, 2017									
				1					
4	5	6	7	8					9/4 - Labor Day - Legal Holiday
11	12	13	14	15					
18	19	20	21	22					
25	26	27	28	29	15	20	1	0	9/25 - 9/29 Student Fall Break
October, 2017									
2	3	4	5	6					10/2 - Students return
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				22	22	0	0	
November, 2017									
		1	2	3					11/10 - Veteran's Day Legal Holiday
6	7	8	9	10					11/17 - End of first trimester 60 days
13	14	15	16	17					11/20-11/22 Non Instructional days
20	21	22	23	24					11/23 - Thanksgiving - Legal Holiday
27	28	29	30		16	18	3	1	11/24 - Thanksgiving - Local Holiday
December, 2017									
				1					12/4-12/8 Parent Conferences
4	5	6	7	8					12/18-1/8 Student Winter Break
11	12	13	14	15					12/22 - Christmas Eve - Legal Holiday
18	19	20	21	22					12/25 - Christmas Eve - Legal Holiday
25	26	27	28	29	11	17	3	1	12/29 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
January, 2018									
1	2	3	4	5					1/1 - New Year's Day - Legal Holiday
8	9	10	11	12					1/9 - Students Return
15	16	17	18	19					1/15 - M. L. King Jr. - Legal Holiday
22	23	24	25	26					
29	30	31			16	21	2	0	
February, 2018									
			1	2					
5	6	7	8	9					
12	13	14	15	16					2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23					2/19 - G. Washington - Legal Holiday
26	27	28			18	18	2	0	
March, 2018									
			1	2					
5	6	7	8	9					3/9 - End of second trimester 56 days
12	13	14	15	16					3/19-3/23 Parent Conferences
19	20	21	22	23					3/29 - Local Holiday
26	27	28	29	30	17	20	2	0	3/30 - Cesar Chavez - Local Holiday
April, 2018									
2	3	4	5	6					3/26 - 4/6 Student Spring Break
9	10	11	12	13					4/9 - Students Return
16	17	18	19	20					
23	24	25	26	27					
30					16	21	0	0	
May, 2018									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30	31		22	22	1	0	5/28 - Memorial Day - Legal Holiday
June, 2018									
				1					
4	5	6	7	8					
11	12	13	14	15					
18	19	20	21	22					6/22 - Last Day for Students
25	26	27	28	29	16	21	0	0	6/22 - End of third trimester 64 days

11.9

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: 2017-2018 CLASSIFIED MANAGEMENT & CONFIDENTIAL WORK CALENDAR

BACKGROUND INFORMATION:
In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Classified Management & Confidential Work Calendar for the 2017-2018 school year.

RECOMMENDATION:
Approve the 2017-2018 Classified Management & Confidential Work Calendar.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition # N/A

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

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

Superintendent's Office Certification:

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

2017-2018

SAN YSIDRO SCHOOL DISTRICT

Classified Management & Confidential

260 work year

Work Days	243
Holidays	17
Vacation Days	24

M	T	W	TH	F	Student Days	Work Days	Holidays	Holidays
July, 2017								
3	4	5	6	7				7/4 - Independence Day - Legal Holiday
10	11	12	13	14				
17	18	19	20	21				
24	25	26	27	28				
31					0	20	1	
August, 2017								
	1	2	3	4				
7	8	9	10	11				
14	15	16	17	18				
21	22	23	24	25				
28	29	30	31		11	23	0	
September, 2017								
				1				
4	5	6	7	8				9/4 - Labor Day - Legal Holiday
11	12	13	14	15				
18	19	20	21	22				
25	26	27	28	29	15	20	1	9/25 - 9/29 Student Fall Break
October, 2017								
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
30	31				22	22	0	
November, 2017								
		1	2	3				
6	7	8	9	10				11/10 - Veteran's Day - Legal Holiday
13	14	15	16	17				11/22 - Adm. Day - Legal Holiday
20	21	22	23	24				11/23 - Thanksgiving - Legal Holiday
27	28	29	30		16	18	4	11/24 - Thanksgiving - Local Holiday
December, 2017								
				1				12/18 - 1/8 Student Winter Break
	5	6	7	8				12/22 - Christmas Eve - Legal Holiday
	12	13	14	15				12/25 - Christmas Day - Legal Holiday
18	19	20	21	22				12/28 - Floating Holiday
25	26	27	28	29	11	17	4	12/29 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Holidays
January, 2018								
1	2	3	4	5				1/1 - New Year's Day - Legal Holiday
8	9	10	11	12				
15	16	17	18	19				1/15 - M. L. King Jr. - Legal Holiday
22	23	24	25	26				
29	30	31			16	21	2	
February, 2018								
			1	2				
5	6	7	8	9				
12	13	14	15	16				2/16 - A. Lincoln - Legal Holiday
19	20	21	22	23				2/19 - G. Washington - Legal Holiday
26	27	28			18	18	2	
March, 2018								
			1	2				
5	6	7	8	9				
12	13	14	15	16				3/26 - 4/6 Student Spring Break
19	20	21	22	23				3/29 - Local Holiday
26	27	28	29	30	17	20	2	3/30 - Cesar Chavez - Local Holiday
April, 2018								
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
30					16	21	0	
May, 2018								
	1	2	3	4				
7	8	9	10	11				
14	15	16	17	18				
21	22	23	24	25				5/28 - Memorial Day - Legal Holiday
28	29	30	31		22	22	1	
June, 2018								
				1				
4	5	6	7	8				
11	12	13	14	15				
18	19	20	21	22				
25	26	27	28	29	16	21	0	

Curriculum & Instruction

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MATH ADOPTION: *MY MATH PROGRAM* FOR KINDER THROUGH 5TH GRADE AND *SPRINGBOARD* FOR 6TH THROUGH 8TH GRADE

BACKGROUND INFORMATION:
Mathematics Adoption is a critical step in the implementation of the *California Common Core State Standards (CCSS) for Mathematics* and will help ensure that California students emerge from school prepared for college and twenty-first century careers. Our District followed the adoption process in order to comply with the requirements of the California CCSS for Mathematics.

A committee of lead teachers from grades Kindergarten through 8th from all our schools reviewed Math materials. Based on their review and discussion, different programs were piloted. The teachers met to discuss the strengths and weaknesses of each program based on their experiences and the new standards. The committee is recommending the *My Math Program* for grades Kindergarten – 5th grade and *SpringBoard* for grades 6th – 8th, as the best fit for the students at San Ysidro School District to be adopted and implemented during the 2017–2018 school year.

RECOMMENDATION:
Approve the adoption of the *My Math Program* for grades Kinder – 5th grade and *SpringBoard* for grades 6th – 8th to be implemented during the 2017-18 school year at an estimated cost of $490,000.00 from the lottery fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Estimated Cost		
$490,000.00	Lottery Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
La Mirada Elementary
Luis Ramos, Interim Principal

AGENDA ITEM: FIELD TRIP TO THE CHULA VISTA ELITE TRAINING CENTER, AKA: OLYMPIC TRAINING CENTER

BACKGROUND INFORMATION:
The principal at La Mirada Elementary is requesting approval and transportation services for a field trip for two 5th grade classes and 2 teachers to go to the Chula Vista Elite Training Center (formerly known as the Olympic Training Center) on May 18, 2017.

The students will get to tour the grounds of the Training Center and meet athletes. They will also see how athletes from various sports such as archery, beach volleyball, BMX, canoe/kayak, cycling, field hockey, rowing, rugby, soccer, tennis, track & field, triathlon, and cross-training abilities for various winter sports train at the Center.
Students will have the opportunity to see how proper nutrition, determination, and hard work are all important components of being a good athlete. They will be able to apply various Common Core Standards in Math, Science and Language Arts through interpreting data, understanding how the human body system works and analyze the information provided by the tour guides at the Training Center. The areas learned in this field trip will be reinforced with pre and post activities.

RECOMMENDATION:
Approve the field trip and participation of 59 students and 2 teachers from La Mirada Elementary to the Chula Vista Elite Training Center on May 18, 2017. Student fees will be covered with classroom fundraising and transportation services from supplemental and concentration funds for an approximate cost of $650.00.

☐ **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	

$650.00	Classroom Fundraising and Supplemental & Concentration Funds	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

12A.2
Page 1 of 1

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: PARTICIPATION IN THE CALIFORNIA BILINGUAL EDUCATION (CABE) 6TH GRADE SCHOLARSHIP

BACKGROUND INFORMATION:
The California Association for Bilingual Education (CABE) coordinates the CABE Scholarship Breakfast annually to recognize outstanding sixth grade scholars. Students who are identified are bilingual, have demonstrated exemplary scholarship and/or citizenship and are asked to prepare a written statement on how they will continue to draw on their bilingual abilities to achieve future success.

A sixth grade student from La Mirada, Ocean View Hills, Sunset and Willow School will be selected to receive this scholarship. Selected students will be recognized at the CABE Award Breakfast scheduled for Saturday, May 6, 2017 at Rancho Del Rey Middle School and will receive a scholarship in the amount of a $50.00.

The San Ysidro School District would not bear any financial responsibility for the CABE Scholarship Breakfast. All program costs are supported through the South County CABE Executive Board.

RECOMMENDATION:
Approve participation of students and principals from La Mirada, Sunset, Willow and Ocean View Hills Schools to the California Bilingual Education (CABE) 6th Grade Scholarship at no cost to the District.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PEOPLESOFT HCM WORKSHOP

BACKGROUND INFORMATION:
The San Diego County Office of Education (SDCOE) provides various non-integrated administrative legacy software systems to 56 school districts, community colleges, and charter schools in San Diego County. These systems include but are not limited to payroll/personnel, financial, budgeting, and business operations. On July 1, 2016, districts began with the implementation of the new system "PeopleSoft".

The SDCOE continues to provide training/workshops to keep districts up to date on any changes in the system. There is no cost for staff to attend these trainings. On March 10, 2017, Business Services staff attended an important workshop on Retirement Reporting in PeopleSoft HCM.

RECOMMENDATION:
Approve/Ratify the attendance of Daniel Chavez and Laura Gastelum, Accounting Technicians to the the PeopleSoft HCM Workshop on Retirement Reporting held on March 10, 2017 at no cost to the District.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #: _____

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Sunset Elementary
Efrain Burciaga, Principal

AGENDA ITEM: KAGAN PROFESSIONAL DEVELOPMENT

BACKGROUND INFORMATION:
Sunset Elementary School has 75% of our student population classified as English Learners. In order to increase our English Learner progress, the Sunset Single Plan for Student Achievement for 2016-17 (Action Step 1.6) focuses on professional development that will assist teachers in the use of research-based collaborative strategies for English Learners. The Kagan Structures integrate the most powerful principles from decades of research. Among the many positive findings of this field of research are improved academic achievement and improved social skills. Teachers will learn how to create a cooperative class through teambuilding and class building and how to set up team projects.

Sunset Elementary School Principal recommends the approval of Sunset teacher representatives to attend the Kagan Cooperative Learning Institute on the following dates:
Day 1 & 2 – April 20 and 21, 2017
Day 3 & 4 – May 5 - 7, 2017

Teachers will be given release time to attend the training during work days and will be compensated for their time for attending the training during the weekend at the hourly rate of $30.00.

RECOMMENDATION:
Approve the participation of Sylvia Cervantes, Patricia Sortdesanz, Martha Montoya, Elva DeBaca, Carla Garcia, Leticia Lemos and Emilia Villanueva at the Kagan Professional Development to be held in San Clemente, CA. The training is scheduled for April 20-21 and May 5-7, 2017 at a cost not to exceed $14,000.00 from Title I fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition # 001338

$14,000.00	Title I Fund	0100-3010000-1110-1000-5200003-018
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: U.S. HEALTHWORKS APPRECIATION LUNCHEON

BACKGROUND INFORMATION:
U.S. HealthWorks holds an annual appreciation luncheon for south county school districts. This luncheon serves to meet U.S. HealthWorks' doctors and administrators. They share updates regarding new facilities, changes in staff, programs, etc. It serves to network with our nearby school districts and discuss topics related to pre-employment physicals and workers compensation. The luncheon will be held at Miguel's Cocina in Coronado. U.S. HealthWorks provides this luncheon at no cost to the District.

RECOMMENDATION:
Approve the attendance of Daniel Zummo, Linda Gonzales and Yadira Diaz to the U.S. HealthWorks annual appreciation luncheon for south county school districts at Miguel's Cocina in Coronado on May 3, 2017 at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: 19TH ANNUAL "CELEBRATING LEADERSHIP IN BILITERACY" SYMPOSIUM

BACKGROUND INFORMATION:
The 19th Annual "Celebrating Leadership in Biliteracy" Symposium is an event that acknowledges individuals who have made significant contributions in promoting biliteracy for students. The *Celebrating Leadership in Biliteracy Symposium* is sponsored by the San Diego County Office of Education. Awards are given to a district honoree from each participating district, which may include teachers, parents, support staff, administrators and governing board members. This event will be held on Thursday, May 11, 2017 at the La Jolla Marriott Hotel.

A committee under the Department of Educational Services will review the site and department nominees in order to select the one District honoree (TBD) for 2017.

RECOMMENDATION:
Approve the attendance of 5 people from each site and District (TBD) to the 19th Annual "Celebrating Leadership in Biliteracy" Symposium to be held in San Diego on May 11, 2017 at a cost not to exceed $2,000.00 from the Title III 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	
$2,000.00 (Amount)	Title III Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SAN DIEGO COUNTY ASSOCIATION OF SCHOOL PSYCHOLOGISTS (SANDCASP): LEGAL UPDATES

BACKGROUND INFORMATION:
The San Diego County Association of School Psychologists will be hosting an event focusing on Legal Updates. This event will be covering hot topics such as Manifestation Determinations, Oppositional Defiant Disorder (ODD), Pattern of Strengths and Weaknesses (PSW), and Dyslexia. It will also cover report writing, common legal mistakes and litigation trends. A real case law will be used as an example to have legal resources to use in professional practice.

RECOMMENDATION:
Approve the participation of the following staff from Special Education Department: Janette Ridgels, Oscar Madera, Rick Quintana, Denise Villezcas, Martha Murillo and Darcy Morales at the San Diego County Association of School Psychologists (SANDCASP): Legal Updates training on May 12, 2017 at the Alliant International University with a cost not to exceed $450.00 from the Special Education fund.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	
$450.00 (Amount)	Special Education (Name of funding source and/or location)	0100-6500000-5770-1110-1100-041-054 (Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ALLEGION MECHANICAL & ELECTRIFIED EXIT DEVICES COURSE

BACKGROUND INFORMATION:
Allegion will provide a free-of-charge course to further train employees that work with school exit hardware. The course will take place on May 18, 2017 from 7:30 a.m. to 4:00 p.m. at no cost to the District.

Participants will learn the following:

- Differentiate between the four types of exit devices
- Perform common field conversions, adjustments, and settings
- Locate online resources, such as catalogs, templates and training
- Given specific opening needs, recommend an exit device and trim to meet the needs
- Troubleshoot EL (electric latch retraction) devices

RECOMMENDATION:
Approve the participation of Jesus Sanchez, Maintenance/Locksmith, to attend the Allegion Mechanical & Electrified Exit Devices course on May 18, 2016 in San Diego at no cost to the District.

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: NATIONAL FAMILY AND COMMUNITY ENGAGEMENT CONFERENCE 2017

BACKGROUND INFORMATION:
The 2017 conference supports all who strive for excellence in family-school-community partnerships. Participants will share and inspire discussions on the most important themes across family and community engagements. The following topics will be discussed:

- Early Support
- Relationship Building and Trust
- Building Adult Capacities
- Parent Leadership, Advocacy and Community Organizing
- Promote Inclusion, Ensure Equity and Create Opportunity
- Integrated System Approaches

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

RECOMMENDATION:
Approve the attendance of Omar Calleros, Coordinator of Full Service Community Schools, to the National Family and Community Engagement Conference to be held in San Francisco, CA from June 22, 2017 to June 24, 2017 at an estimated cost of $1,500.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$1,500.00	General Fund	0100-0000000-0000-3900-5200003-061
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: PROJECT LEAD THE WAY CORE TRAININGS: LAUNCH AND GATEWAY

BACKGROUND INFORMATION:
During the summer of 2017 teachers participating in the Project Lead The Way (PLTW) programs will receive the following trainings:

- **K-5th Grade**: PLTW Launch's 24 interdisciplinary modules bring learning to life. The program empowers students to adopt a design-thinking mindset through compelling activities, projects, and problems that build upon each other and relate to the world around them. And as students engage in hands-on activities in computer science, engineering, and biomedical science, they become creative, collaborative problem solvers ready to take on any challenge. Training dates: June 18-24, 2017.
- **6th – 8th Grade:** PLTW Gateway's 10 units empower students to lead their own discovery. The hands-on program boosts classroom engagement and excitement, drives collaboration, and inspires deep comprehension. And as students engage in PLTW's activities in computer science, engineering, and biomedical science, they see range of paths and possibilities they can look forward to in high school and beyond. Training dates: July 16-21, 2017.

Cost implications include registration fees, mileage and parking for participants.

RECOMMENDATION:
Approve the participation of the following teachers (see attached list) in the Project Lead The Way Launch and Gateway Program trainings at San Diego State University during the weeks of June 18-24 and July 17-21, 2017 at an estimated cost of $25,000.00 from the Title II 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	
$25,000.00 (Amount)	Title II Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Attendees to the Project Lead The Way Core Trainings

Kinder – 5th Grade – PLTW Launch Program: June 18-24, 2017
Norma Campos
Loreana Torres
Elva De Baca
Vanessa Murphy
Eliud Lagarda
Catalina Baltazar
Cynthia Arredondo
Michael Direen
Joel Garcia

6th – 8th Grade – PLTW Gateway Program: July 16-21, 2017
Marielena Delgadillo
Kayla Globerson
Elizabeth Gomez
Eriberto Garcia
David Alvarado
Mayura Vonsavath
Francisco Albarran

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PURCHASING REPORT

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

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period of March 3, 2017 through April 5, 2017. (Report #9): ▪ General Fund: 0000001451-0000001460, 0000001464-0000001468, 0000001471-0000001487, 0000001489-0000001491, 0000001493-0000001502, 0000001507-0000001513 ▪ Building Fund: 0000001470 ▪ Capital Facilities Fund: 0000001488 ▪ Capital Projects Fund: 0000001492.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-17 Budget? ☒ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001451	3/3/2017	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300477	8.07
0000001451	3/3/2017	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300477	8.07
0000001451	3/3/2017	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300477	5.38
0000001451	3/3/2017	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300477	81.87
0000001451	3/3/2017	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300477	40.93
0000001451	3/3/2017	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0300477	21.54
0000001452	3/3/2017	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	87,500.00
0000001453	3/3/2017	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	75,258.16
0000001454	3/3/2017	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	70,438.72
0000001455	3/3/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000001	90.00
0000001455	3/3/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000001	90.00
0000001455	3/3/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000001	450.00
0000001455	3/3/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000001	180.00
0000001456	3/3/2017	0000000222	CHILD & FAMILY POLICY INSTITUTE	REGISTRATION FEE	0100	0000001	285.00
0000001456	3/3/2017	0000000222	CHILD & FAMILY POLICY INSTITUTE	REGISTRATION FEE	0100	0000001	285.00
0000001457	3/3/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	4035000	50.00
0000001457	3/3/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	4035000	350.00
0000001458	3/3/2017	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	1,187.50
0000001459	3/3/2017	0000000223	NINYO & MOORE	CONTRACTED SERVICES	0100	8150000	19,000.00
0000001460	3/6/2017	004459	BEST PLUMBING SPECIALTIES INC	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000001464	3/6/2017	002768	ROMAINE ELECTRICT CORPORATION		0100	0982000	378.87
0000001465	3/7/2017	003313	BEST BUY	EQUIPMENT	0100	0000000	10.00
0000001465	3/7/2017	003313	BEST BUY	EQUIPMENT	0100	0000000	3,491.08
0000001466	3/7/2017	004747	PRINCIPAL'S EXCHANGE	CONTRACTED SERVICES	0100	3010000	30,000.00
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	612.56
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	857.58
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1,470.14
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1,837.68
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1,715.16
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1,286.37
0000001467	3/8/2017	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	306.28
0000001468	3/8/2017	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	0000000	805.43
0000001468	3/8/2017	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	0000000	161.09
0000001468	3/8/2017	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	0000000	80.54
0000001468	3/8/2017	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	0000000	322.17
0000001468	3/8/2017	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	0000000	161.09

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PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001468	3/8/2017	004185	B&H PHOTO,VIDEO	INSTRUCTIONAL SUPPLIES	0100	0000000	80.54
0000001471	3/13/2017	003192	WAL- MART COMMUNITY/GECRB	OFFICE SUPPLIES	0100	0000000	300.00
0000001472	3/13/2017	004525	ALLTECH IMAGING TECHNOLOGIES	CONTRACTED SERVICES	0100	0000000	148.00
0000001473	3/13/2017	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	270.88
0000001473	3/13/2017	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	474.05
0000001473	3/13/2017	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	632.06
0000001473	3/13/2017	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	744.93
0000001473	3/13/2017	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	90.29
0000001474	3/13/2017	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	3,293.76
0000001474	3/13/2017	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	2,000.00
0000001475	3/13/2017	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	5,000.00
0000001475	3/13/2017	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	43,031.28
0000001476	3/14/2017	002037	PERMA BOUND PUB.	INSTRUCTINAL SUPPLIES	0100	3010000	565.04
0000001476	3/14/2017	002037	PERMA BOUND PUB.	INSTRUCTINAL SUPPLIES	0100	3010000	620.64
0000001477	3/14/2017	0000000224	WESTERN PUMP INC.	CONTRACTED SERVICES	0100	0982000	2,500.00
0000001478	3/14/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	545.22
0000001479	3/14/2017	0000000188	FAGEN FRIEDMAN & FULFROST LLP	LEGAL FEES	0100	0000000	20,000.00
0000001480	3/14/2017	0000000075	FLOYD & HOWERTON PLUMBING, INC	CONTRACTED SERVICES	0100	8150000	940.00
0000001481	3/14/2017	0000000056	SAN DIEGO FLOOD BUSTERS INC.	CONTRACTED SERVICES	0100	8150000	10,852.16
0000001482	3/14/2017	004913	ENVIROMATRIX ANALYTICAL, INC	CONTRACTED SERVICES	0100	8150000	378.00
0000001483	3/14/2017	004087	RGC CONSTRUCTION INC	CONTRACTED SERVICES	0100	8150000	12,925.00
0000001484	3/14/2017	0000000228	24 HOUR ELEVATOR	CONTRACTED SERVICES	0100	8150000	838.00
0000001485	3/14/2017	002283	GOLDEN BOY MOBILITY	CONTRACTED SERVICES	0100	0982000	75.00
0000001486	3/14/2017	0000000138	BILL HOWE PLUMBING, INC	CONTRACTED SERVICES	0100	8150000	1,872.00
0000001487	3/14/2017	003144	HOTSY EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	0100	8150000	300.00
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	2.91
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	59.80
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	26.64
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	20.21
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	18.32
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	20.47
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	12.61
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	6.36
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	15.17
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	34.48

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	92.67
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	37.71
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	3.23
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	6.25
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	497.81
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	288.77
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	232.74
0000001489	3/15/2017	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	22.15
0000001490	3/16/2017	002970	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	0100	0000000	23.71
0000001490	3/16/2017	002970	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	0100	0000000	10.56
0000001490	3/16/2017	002970	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	0100	0000000	143.31
0000001490	3/16/2017	002970	BIO CORPORATION	INSTRUCTIONAL SUPPLIES	0100	0000000	38.79
0000001491	3/16/2017	004678	AMAZON.COM, INC.	PE SUPPLIES	0100	0000000	99.24
0000001493	3/16/2017	003589	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	0000000	5,967.00
0000001493	3/16/2017	003589	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	0000000	15,334.92
0000001493	3/16/2017	003589	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	0000000	3,888.00
0000001494	3/16/2017	002355	I B TROPHIES & AWARDS	OFFICE SUPPLIES	0100	0000000	533.36
0000001495	3/16/2017	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0300008	1,167.36
0000001496	3/16/2017	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	4,109.00
0000001497	3/20/2017	0000000011	KLEINFELDER, INC	CONTRACTED SERVICES	0100	8150000	5,000.00
0000001498	3/22/2017	001152	CUSTOM BINDING	OFFICE SUPPLIES	0100	0000000	344.80
0000001499	3/22/2017	003210	PACKAGE PRODUCTS & SERVICES	CONTRACTED SERVICES	0100	0000000	6,794.28
0000001500	3/23/2017	003934	ANYTIME SIGN SOLUTION, INC	Professional Services	0100	9625000	1,295.68
0000001501	3/24/2017	0000000193	TC LIFESAFETY	Maintenance Supply	0100	8150000	512.06
0000001502	3/24/2017	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	6500000	475.00
0000001507	4/3/2017	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	5,689.20
0000001508	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	483.77
0000001508	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	414.66
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	93.96
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	288.57
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	307.22
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	300.49
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	226.02
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	109.88
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	65.65

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	58.72
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	60.08
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	11.74
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	109.43
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	115.85
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	322.99
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	228.76
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	390.81
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	72.19
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	427.44
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,021.47
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	105.31
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	46.98
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	196.54
0000001509	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	82.80
0000001510	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	977.02
0000001510	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	254.14
0000001510	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	140.61
0000001510	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	358.10
0000001510	4/5/2017	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	77.63
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	15.07
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	14.00
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	2.69
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	11.39
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	14.00
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	9.65
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	16.42
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	10.76
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	14.00
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	10.76
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	20.82
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	4.07
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	21.50
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	4.41
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	10.72

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	12.88
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	5.02
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	14.17
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	2.25
0000001511	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	9.69
0000001512	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	20.25
0000001512	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	6.45
0000001512	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	10.01
0000001512	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	16.68
0000001512	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	7.53
0000001512	4/5/2017	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	6.55
0000001513	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	71.26
0000001513	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	146.18
0000001513	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	78.39
0000001513	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	306.98
0000001513	4/5/2017	0000000216	GTM SPORTSWEAR	UNIFORMS	0100	0000000	263.13
					Total for 0100		470,634.21
0000001470	3/8/2017	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	2110	9010000	40,000.00
					Total for 2110		40,000.00
0000001488	3/15/2017	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	2518	9010000	3,625.00
					Total for 2518		3,625.00
0000001492	3/16/2017	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	4901	9010000	3,000.00
0000001492	3/16/2017	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	4902	9010000	3,000.00
0000001492	3/16/2017	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	4903	9010000	4,000.00
					Total for 49		10,000.00
					Grand Total		524,259.21

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of February 27, 2017 through March 29, 2017. Listing sheets #997 through #1017. Payments were made with checks #14-226236 through #14-240126 for a total expenditure of $1,263,120.07 from the following sources:

General Fund - $946,081.90
Child Development Fund- $7,582.27
Cafeteria Fund - $238,849.35
Building Fund- $66,981.55
Capital Facilities Fund - $3,625.00

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of February 27, 2017 through March 29, 2017. Listing sheets #997 through #1017. Payments were made with checks #14-226236 through #14-240126 for a total expenditure of $1,263,120.07.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$1,263,120.07	As listed above	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

03300: San Ysidro 2017-02-27

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000197 - C2 IMAGING	14226236	407.86	842343 - 847575- 850816	407.86	00000013 29	407.86	2110	9010000	0000	8500	6200003	071		
000039 - DIXIELINE LUMBER CO	14226237	140.43	DIXIELINE	140.43	00000002 33	140.43	0100	8150000	0000	8100	4300007	070		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1140	136.71	00000013 92	136.71	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	26.81	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	29.31	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	55.34	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	59.06	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	75.62	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	198.70	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1348	871.41	00000013 48	426.57	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	20.55	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	23.26	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	53.71	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	67.78	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	73.32	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	84.90	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	108.23	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	110.40	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	141.29	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	00000012 68	153.78	0100	0000000	0000	8200	4300020	012		

EXB.2
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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	0000001268	242.98	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	0000001268	294.12	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	0000001268	383.21	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	0000001268	556.36	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	0000001268	637.08	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1268	4,020.17	0000001268	1,069.20	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14226238	5,513.92	PO#1267	485.63	0000001267	485.63	0100	0300070	0000	8200	4300020	069		
000370 - DUNN-EDWARDS CORP.	14226239	414.38	2069075561 & 2069075560	414.38	0000000271	414.38	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14226240	1,451.90	PO#1261	77.55	0000001261	24.56	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14226240	1,451.90	PO#1261	77.55	0000001261	25.85	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14226240	1,451.90	PO#1261	77.55	0000001261	27.14	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14226240	1,451.90	PO#1307	1,147.62	0000001307	413.99	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14226240	1,451.90	PO#1307	1,147.62	0000001307	733.63	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14226240	1,451.90	PO#1344	226.73	0000001344	226.73	0100	0000000	0000	2100	4300011	061		
001161 - HOME DEPOT	14226241	172.24	HOME DP	172.24	0000000214	172.24	0100	8150000	0000	8100	4300007	070		
001339 - PITNEY BOWES	14226242	329.66	1003344041	329.66	0000001363	329.66	0100	0000000	0000	7200	4300011	071		
001510 - EWING IRRIGATION	14226243	112.56	2781287	112.56	0000000262	112.56	0100	0000000	0000	8200	4300014	069		
001532 - VERITIV OPERATING COMPANY	14226244	2,129.14	745-41065261	2,129.14	0000000551	53.23	0100	0000000	1110	1000	4300001	012		
001532 - VERITIV OPERATING COMPANY	14226244	2,129.14	745-41065261	2,129.14	0000000551	2,075.91	0100	0000000			9320000			
001847 - BELLAMA	14226245	156.24	23177	156.24	0000000285	156.24	0100	8150000	0000	8100	4300007	070		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002151 - RANCHO AUTO & TRUCK PARTS	14226246	33.06	7693-285188	33.06	0000000229	33.06	0100	8150000	0000	8100	4300007	070		
002772 - SCHOLASTIC BOOK FAIR	14226247	4,732.68	W3636963BF	4,732.68	0000001377	4,732.68	0100	0300025	1110	1000	4300001	025		
002976 - FEDEX	14226248	129.53	5-711-39665	129.53	0000000310	129.53	0100	0000000	0000	7200	5900012	071		
003143 - THE HOME DEPOT SUPPLY	14226249	459.69	9152095470	459.69	0000001252	459.69	0100	8150000	0000	8100	4300007	070		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14226250	716.32	VALLEY IND.	716.32	0000000238	716.32	0100	8150000	0000	8100	4300007	070		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14226251	400.00	099-010008	400.00	0000001310	50.00	0100	4035000	1110	2100	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14226251	400.00	099-010008	400.00	0000001310	350.00	0100	4035000	1110	2700	5200003	061		
004215 - DOLINKA GROUP	14226252	656.25	2017024519	656.25	0000001178	656.25	0100	9625000	0000	7200	5800010	071		
004231 - PRO POWER	14226253	314.89	128861-128860-128864	286.93	0000000264	286.93	0100	0000000	0000	8200	4300014	069		
004231 - PRO POWER	14226253	314.89	128211	27.96	0000000264	27.96	0100	0000000	0000	8200	4300014	069		
004833 - SPARKLETTS	14226254	107.17	15231732020917	107.17	0000000203	107.17	0100	0000000	0000	7200	5600005	071		

Business Unit Total: $18,377.92

03300: San Ysidro 2017-02-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000068 - P.I.P.S.	14226829	57,539.75	188378	57,539.75	0000000471	57,539.75	0100	0000000			9910360			
0000000148 - CUSTOMINK, LLC	14226830	474.10	8791810	474.10	0000001257	474.10	0100	0300020	1110	1000	4300001	020		
000043 - PRUDENTIAL OVERALL	14226831	99.28	JANUARY	99.28	0000000417	99.28	0100	8150000	0000	8100	4300007	070		
000106 - CHEVRON U.S.A. INC.	14226832	2,430.98	49712266	2,430.98	0000000204	855.66	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14226832	2,430.98	49712266	2,430.98	0000000204	0.00	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14226832	2,430.98	49712266	2,430.98	0000000204	820.35	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14226832	2,430.98	49712266	2,430.98	0000000204	627.67	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14226832	2,430.98	49712266	2,430.98	0000000204	127.30	1300	5310000	0000	3700	4300022	085		
000540 - WESTERN PSYCHOLOGICAL SERVICES	14226833	2,483.10	wps-155256	2,483.10	0000001248	2,483.10	0100	3315000	5730	1190	4300003	076		
000762 - SOUTH BAY FENCE, INC.	14226834	364.11	71091	364.11	0000000241	87.40	0100	8150000	0000	8100	4300007	070		
000762 - SOUTH BAY FENCE, INC.	14226834	364.11	71091	364.11	0000000241	276.71	0100	8150000	0000	8100	4300007	070		
001425 - STATE WATER RESOURCES	14226835	1,676.00	SW-0128726	1,676.00	0000001415	1,676.00	0100	8150000	0000	8100	5600005	070		
001642 - HANDY METAL MART	14226836	247.78	423132-423036	247.78	0000000387	247.78	0100	0982000	0000	3600	4300023	074		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	2.74	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	6.36	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	13.58	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	15.08	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	17.22	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	22.50	0100	0000000	1110	1000	4300010	018		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	27.31	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	67.45	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	109.90	0100	0000000	1110	1000	4300010	018		
001755 - WILLIAM V. MAC GILL & CO.	14226837	476.07	IN0584699	476.07	0000001280	193.93	0100	0000000	1110	1000	4300010	018		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14226838	454.41	1-342780 & 1-341007	454.41	0000000246	187.22	0100	8150000	0000	8100	4300007	070		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14226838	454.41	1-342780 & 1-341007	454.41	0000000246	267.19	0100	8150000	0000	8100	4300007	070		
002578 - CLARK SECURITY PRODUCTS	14226839	660.28	CLARK	660.28	0000000269	247.38	0100	8150000	0000	8100	4300007	070		
002578 - CLARK SECURITY PRODUCTS	14226839	660.28	CLARK	660.28	0000000269	412.90	0100	8150000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14226840	1,102.73	CALIF. ELECTRIC T	1,102.73	0000000250	411.92	0100	8150000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14226840	1,102.73	CALIF. ELECTRIC T	1,102.73	0000000250	690.81	0100	8150000	0000	8100	4300007	070		
003143 - THE HOME DEPOT SUPPLY	14226841	591.93	9152230365	591.93	0000001252	591.93	0100	8150000	0000	8100	4300007	070		
003507 - DEPARTMENT OF SOCIAL SERVICES	14226842	1,815.00	ANNUAL FEE	1,815.00	0000001406	1,815.00	1200	6105000	0001	1000	5800006	076		
03146A - STOTZ EQUIPMENT	14226843	989.27	W07433 & P30477	989.27	0000000265	18.13	0100	0000000	0000	8200	4300014	069		
03146A - STOTZ EQUIPMENT	14226843	989.27	W07433 & P30477	989.27	0000000265	971.14	0100	0000000	0000	8200	4300014	069		

Business Unit Total: $71,404.79

03300: San Ysidro 2017-03-01

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000010 - SELECTA INTERNATIONAL	14227478	175.77	059428	175.77	0000000230	175.77	1300	5310000	0000	3700	4700001	085		
0000000043 - LEABO FOODS DISTRIBUTION, INC.	14227479	76,855.35	409210A	76,855.35	0000000259	76,855.35	1300	5310000	0000	3700	4700001	085		
0000000184 - S&S BAKERY, INC.	14227480	2,067.15	915651	2,067.15	0000001271	2,067.15	1300	5310000	0000	3700	4700001	085		
000717 - HOLLANDIA DAIRY INC.	14227481	17,220.50	1956757	17,220.50	0000000299	17,220.50	1300	5310000	0000	3700	4700001	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14227482	7,215.59	20102373-00	7,215.59	0000000895	7,215.59	1300	5310000	0000	3700	4300028	085		
000967 - ECONOMY RESTAURANT EQUIPMENT	14227483	1,754.82	CC159923	1,754.82	0000001359	377.13	1300	5310000	0000	3700	4300026	085		
000967 - ECONOMY RESTAURANT EQUIPMENT	14227483	1,754.82	CC159923	1,754.82	0000001359	1,377.69	1300	5310000	0000	3700	4300026	085		
001007 - CDE,CASHIER'S OFFICE	14227484	2,405.10	17SF-D1508	1,305.30	0000001418	1,305.30	1300	5310000	0000	3700	4700001	085		
001007 - CDE,CASHIER'S OFFICE	14227484	2,405.10	17SF-23884	1,099.80	0000001390	1,099.80	1300	5310000	0000	3700	4700001	085		
001161 - HOME DEPOT	14227485	660.05	HDEPOT	640.16	0000000214	640.16	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14227485	660.05	HOME DP	19.89	0000000270	19.89	0100	0000000	0000	8200	4300014	069		
001958 - LLOYD PEST CONTROL CO.	14227486	116.00	2275366	116.00	0000000253	116.00	1300	5310000	0000	3700	5600005	085		
002419 - CINTAS CORPORTION NO. 3	14227487	1,618.00	694309481	1,618.00	0000000456	1,618.00	1300	5310000	0000	3700	5600005	085		
002771 - SMART & FINAL	14227488	69.47	166009-450007B	69.47	0000000396	69.47	1300	5310000	0000	3700	4700002	085		
003529 - WESTERN GRAPHIX	14227489	338.14	48261	338.14	0000001245	338.14	0100	0982000	0000	3600	4300011	074		
004691 - PRUDENTIAL OVERALL SUPPLY	14227490	645.00	30638101	645.00	0000000586	645.00	1300	5310000	0000	3700	5600005	085		
004293 - MEXAM ENTERPRISES, INC.	14227491	34.27	160462	34.27	0000000254	34.27	1300	5310000	0000	3700	4300026	085		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004398 - AMERICAN PRODUCE DISTRIBUTORS	14227492	16,964.46	170208038	465.14	0000000260	465.14	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14227492	16,964.46	170203021	4,998.65	0000001084	4,998.65	1300	5370000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14227492	16,964.46	170203043	11,500.67	0000000235	11,500.67	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14227493	2,246.55	4721703706	2,246.55	0000000323	2,246.55	1300	5310000	0000	3700	4700001	085		
004858 - FLYERS ENERGY	14227494	3,794.85	FEBRUARY 2017	3,794.85	0000000287	3,794.85	0100	0982000	0000	3600	4300022	074		

Business Unit Total: $134,181.07

03300: San Ysidro 2017-03-02

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	41.58	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	450.78	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	1,017.79	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	1,085.94	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	1,309.93	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	1,485.80	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	2,125.73	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	3,419.10	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	5,168.19	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	5,894.69	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	6,512.62	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	6,816.32	0100	0000000	0000	7700	4400000	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	490.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	560.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	735.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	1,995.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	2,240.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14228002	43,728.47	69116	43,728.47	0000000583	2,380.00	0100	0000000	0000	7700	5600005	067		
0000000104 - LORRAINE ROWENA JOHNSON	14228003	2,501.00	JANUARY 2017	103.70	0000000606	103.70	0100	3327000	5770	1190	5800010	054		
0000000104 - LORRAINE ROWENA	14228003	2,501.00	JANUARY 2017 #2	2,397.30	0000001399	2,397.30	0100	3327000	5770	1190	5800010	054		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
JOHNSON														
0000000138 - BILL HOWE PLUMBING, INC	14228004	3,058.00	797727	3,058.00	0000001412	3,058.00	0100	8150000	0000	8100	5600005	070		
0000000143 - DARCY MORALES MONGE	14228005	8,175.00	#3 & #4	2,550.00	0000001164	2,550.00	0100	6500000	5770	1190	5800010	054		
0000000143 - DARCY MORALES MONGE	14228005	8,175.00	#4	5,625.00	0000001398	5,625.00	0100	6500000	5770	1190	5800010	054		
0000000169 - NADIA AVILES	14228006	155.90	REIMBURSEMENT	155.90		155.90	0100	0000000	1110	1000	4300015	024		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.05	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	6.08	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	19.37	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	32.65	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	32.65	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	32.65	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	32.65	0100	0000000	1110	1000	4300001	012		
0000000181 - JEFFREY D. DICKMANN	14228007	556.00	336433	556.00	0000001242	32.65	0100	0000000	1110	1000	4300001	012		
000982 - SHIRTS UNLIMITED LLC.	14228008	1,535.44	7499	1,535.44	0000001086	1,535.44	1300	5310000	0000	3700	4300019	085		
004732 - LEAL & TREJO APC	14228009	31,340.72	NOVEMBER 2016	31,340.72	0000001367	928.72	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14228009	31,340.72	NOVEMBER 2016	31,340.72	0000001367	3,032.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14228009	31,340.72	NOVEMBER 2016	31,340.72	0000001367	12,200.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14228009	31,340.72	NOVEMBER 2016	31,340.72	0000001367	3,852.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14228009	31,340.72	NOVEMBER 2016	31,340.72	0000001367	1,183.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14228009	31,340.72	NOVEMBER 2016	31,340.72	0000001367	10,145.00	0100	0000000	0000	7200	5800200	062		

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Business Unit Total: $91,050.53

03300: San Ysidro 2017-03-03

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000012 - ANA BUSH	14228621	22.40	ANA / JAN MILEAGE	22.40		22.40	1300	5310000	0000	3700	5200003	085		
0000000197 - C2 IMAGING	14228622	646.13	850912	646.13	0000001329	646.13	2110	9010000	0000	8500	6200003	071		
0000000211 - VIKKI VIRAMONTES	14228623	189.20	REIMBURSEMENT	189.20		189.20	0100	6264000	1110	1000	5200003	061		
0000000214 - MARIBEL CAUDILLO	14228624	224.97	OUTDATED PAYROLL	224.97		224.97	0100	0000000	1110	1000	2100041	010		
000136 - WAXIE SANITARY SUPPLY	14228625	280.26	86480421	280.26		280.26	0100	0000000	0000	8200	4300020	025		
000258 - PARADIGM HEALTHCARE SERVICES	14228626	500.00	SMAA004838	500.00	0000000405	500.00	0100	0490000	0000	3140	5800010	052		
000356 - GRAINGER	14228627	402.77	9326793966	402.77	0000000354	402.77	0100	0982000	0000	3600	4300023	074		
000775 - REFRIGERATION SUPPLIES	14228628	103.30	RSD	103.30	0000000234	103.30	0100	8150000	0000	8100	4300007	070		
00117A - UNITED STATES POSTAL SERVICE	14228629	184.03	BULK MAIL	184.03		184.03	0100	0000000	0000	2100	5900012	061		
001438 - REPUBLIC SERVICES	14228630	12,365.06	FEBRUARY	12,365.06	0000000197	12,365.06	0100	0000000	0000	8200	5500005	069		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14228631	117.93	1-343049	117.93	0000000246	117.93	0100	8150000	0000	8100	4300007	070		
002151 - RANCHO AUTO & TRUCK PARTS	14228632	36.71	7693-285329	36.71	0000000283	36.71	0100	0982000	0000	3600	4400000	074		
002459 - SHIRLEY ISLAS	14228633	217.51	REIMBURSEMENT	217.51		217.51	0100	0000000	1110	1000	4300001	016		
002976 - FEDEX	14228634	22.72	5-718-55809	22.72	0000000310	22.72	0100	0000000	0000	7200	5900012	071		
003909 - TEAMTALK NETWORK	14228635	298.36	051952	298.36	0000000482	298.36	0100	0982000	0000	3600	5600005	074		
004215 - DOLINKA GROUP	14228636	656.25	2017024519R	656.25	0000001178	656.25	0100	9625000	0000	7200	5800010	071		
004231 - PRO POWER	14228637	334.23	129398-129195-129191	334.23	0000000264	334.23	0100	0000000	0000	8200	4300014	069		
004578 - STAFF REHAB	14228638	5,400.00	SS-1840 & SS-1890	5,400.00	0000000590	5,400.00	0100	6500000	5770	1190	5800010	054		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14228639	499.00	1255856	499.00	0000001196	499.00	0100	0000001	1110	1000	5800010	061		
004697 - TEACH FOR AMERICA	14228640	10,000.00	CORPS	10,000.00	0000001401	10,000.00	0100	0000000	0000	7200	5800010	062		

Business Unit Total: $32,500.83

03300: San Ysidro 2017-03-06

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000015 - Rita De la Cruz	14229173	91.93	REIMBURSEMENT	91.93		91.93	0100	0300477	1110	1000	4300001	016		
0000000098 - MARY TUCKER	14229174	23.54	FEBRUARY MILEAGE	23.54		23.54	0100	0000000	1110	3160	5200002	057		
0000000217 - KAYLA GLOBERSON	14229175	110.72	REIMBURSEMENT	110.72		110.72	0100	6264000	1110	1000	5200003	061		
000067 - SAN DIEGO GAS & ELECTRIC	14229176	34,795.75	FEBRUARY 2017	34,795.75	0000000199	33,457.45	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14229176	34,795.75	FEBRUARY 2017	34,795.75	0000000199	1,338.30	0100	0000000	0000	8200	5500002	069		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		15.00	0100	0000000	0000	2100	5900012	054		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		231.52	0100	0000000	0000	2100	5900012	061		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		3.41	0100	0000000	0000	7100	5900012	064		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		18.23	0100	0000000	0000	7200	5900012	062		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		586.92	0100	0000000	0000	7200	5900012	071		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		7.82	0100	0000000	1110	1000	5900012	012		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		4.14	0100	0000000	1110	1000	5900012	020		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		91.08	0100	0000000	1110	1000	5900012	024		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		34.96	0100	0000000	1110	1000	5900012	025		
000117 - UNITED STATES POSTAL SERVICES	14229177	1,011.94	METER	1,011.94		18.86	1300	5310000	0000	3700	5900012	085		
000128 - CYNTHIA ARREDONDO	14229178	32.94	REIMBURSEMENT	32.94		32.94	0100	0000000	1110	1000	4300001	020		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000284 - ELIUD LAGARDA	14229179	366.97	REIMBURSEMENT	366.97		366.97	0100	6264000	1110	1000	5200003	061		
001007 - CDE,CASHIER'S OFFICE	14229180	1,539.96	INTEREST	1,539.96	0000001433	1,539.96	0100	0000000	0000	0000	8660000	000		
001383 - BUS WEST	14229181	1,443.07	BP147693	1,443.07	0000000278	209.05	0100	0982000	0000	3600	4300060	074		
001383 - BUS WEST	14229181	1,443.07	BP147693	1,443.07	0000000278	1,234.02	0100	0982000	0000	3600	4300060	074		
001678 - ANITA GILLCHREST	14229182	321.91	FEBRUARY MILEAGE	321.91		321.91	0100	6500000	5001	3140	5200002	052		
001793 - CABE	14229183	9,240.00	A17297	9,240.00	0000001260	6,888.00	0100	4203000	4760	1000	5200003	061		
001793 - CABE	14229183	9,240.00	A17297	9,240.00	0000001260	630.00	0100	4203000	4760	2495	5200003	061		
001793 - CABE	14229183	9,240.00	A17297	9,240.00	0000001260	1,148.02	0100	4203000	4760	2700	5200003	061		
001793 - CABE	14229183	9,240.00	A17297	9,240.00	0000001260	573.98	0100	4203000	4760	3900	5200003	061		
002102 - A-Z BUS SALES, INC.	14229184	3,787.42	01P632055	3,787.42	0000000226	280.62	0100	0982000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14229184	3,787.42	01P632055	3,787.42	0000000226	2,852.01	0100	0982000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14229184	3,787.42	01P632055	3,787.42	0000000226	654.79	0100	0982000	0000	3600	5600005	074		
002453 - LAURA ENGLISH	14229185	158.44	REIMBURSEMENT	158.44		158.44	0100	0300477	1110	1000	4300001	016		
002578 - CLARK SECURITY PRODUCTS	14229186	210.47	18K-242986	210.47	0000000269	210.47	0100	8150000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14229187	44.92	1069-725757	44.92	0000000250	44.92	0100	8150000	0000	8100	4300007	070		

Business Unit Total: $53,179.98

03300: San Ysidro 2017-03-07

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000002 - JOSE ARTURO SANCHEZ MACIAS	14229693	18,477.02	REIMBURSEMENT	9,129.00		9,129.00	0100	4203000	4760	1000	5200003	061		
0000000002 - JOSE ARTURO SANCHEZ MACIAS	14229693	18,477.02	REIMBURSEMENT	5,887.32		5,887.32	0100	6264000	1110	1000	5200003	061		
0000000002 - JOSE ARTURO SANCHEZ MACIAS	14229693	18,477.02	REIMBURSEMENT	3,460.70		3,460.70	0100	0000000	0000	7100	5200003	064		
0000000119 - INSTITUTE FOR CRIMINAL JUSTICE	14229694	2,170.00	FEBRUARY 2017	2,170.00	0000000813	2,170.00	0100	0000001	0000	7200	5800010	064		
0000000121 - BIJAN ZELLI	14229695	502.09	REIMBURSEMENT	502.09		502.09	0100	0000000	1110	1000	4300001	022		
0000000142 - RELIABLE CUSTOMIZED AND PROMOTIONAL	14229696	293.76	002665	293.76	0000001110	293.76	0100	0000000	1110	1000	4300001	025		
0000000187 - STEVEN V. BERRY	14229697	1,711.07	1311	1,711.07	0000001349	1,711.07	0100	0000000	1110	1000	4300001	022		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14229698	1,800.00	004878	1,800.00	0000001423	1,800.00	0100	6500000	5770	1190	5800010	054		
0000000221 - MARITIME MUSEUM ASSOCIATION OF SAN DIEGO	14229699	2,340.00	6435	2,340.00	0000001450	2,340.00	0100	0000000	1110	1000	5710002	012		
002032 - ASELTINE SCHOOL	14229700	12,352.56	FEBRUARY 2017	12,352.56	0000000451	12,352.56	0100	6500000	5750	1180	5800009	054		
004830 - THE TITAN GROUP, PROFESSIONAL	14229701	10,400.00	16178	10,400.00	0000001449	10,400.00	0100	0000000	0000	7200	5800010	062		
004834 - VMA COMMUNICATIONS, INC.	14229702	11,933.75	JANUARY 2017	11,933.75	0000000389	11,933.75	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $61,980.25

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03300: San Ysidro 2017-03-08

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000138 - BILL HOWE PLUMBING, INC	14230446	5,616.00	797925	5,616.00	0000001351	5,616.00	0100	8150000	0000	8100	5600005	070		

Business Unit Total: $5,616.00

03300: San Ysidro 2017-03-09

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000070 - SITEONE LANDSCAPE SUPPLY	14231235	114.10	79355900	114.10	0000000313	114.10	0100	0000000	0000	8200	4300014	069		
000043 - PRUDENTIAL OVERALL	14231236	199.07	30636665-30644288-30641470	199.07	0000000417	199.07	0100	8150000	0000	8100	4300007	070		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	11.19	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	15.10	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	16.52	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	17.28	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	26.33	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	30.40	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	49.20	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	63.97	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	63.98	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	66.31	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	66.44	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	69.71	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	75.37	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	80.58	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	130.08	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	136.24	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	166.44	0100	0000000	0000	8200	4300020	018		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	295.69	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	359.33	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	390.29	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	404.81	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	426.43	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	438.21	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	447.84	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	523.99	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	833.58	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1380	6,524.27	0000001380	1,318.96	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	33.74	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	51.91	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	114.50	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	131.31	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	167.54	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	170.26	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	222.45	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO#1384	1,159.91	0000001384	268.20	0100	0982000	0000	3600	4300060	074		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	31.68	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	62.09	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	99.84	1200	5210000	8500	8200	4300020	076		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	116.35	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	141.99	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	240.75	1200	5210000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14231237	8,711.93	PO# 1426	1,027.75	0000001426	335.05	1200	5210000	8500	8200	4300020	076		
000535 - SCHOOL SPECIALTY	14231238	537.02	208117880392	537.02	0000001391	268.51	0100	0000000	1110	1000	4200000	024		
000535 - SCHOOL SPECIALTY	14231238	537.02	208117880392	537.02	0000001391	268.51	0100	0000000	1110	1000	4200000	024		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682455007-01	396.98	0000001385	35.22	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682455007-01	396.98	0000001385	39.97	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682455007-01	396.98	0000001385	47.59	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682455007-01	396.98	0000001385	57.11	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682455007-01	396.98	0000001385	94.27	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682455007-01	396.98	0000001385	122.82	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682342833-01	189.94	0000001354	45.58	0100	0300020	1110	1000	4300001	020		
001102 - ORIENTAL TRADING COMPANY, INC.	14231239	586.92	682342833-01	189.94	0000001354	144.36	0100	0300020	1110	1000	4300001	020		
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		
002386 - RENAISSANCE	14231240	34,186.00	READING PROF	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
LEARNING INC.			DEVEL											
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	3,598.00	0100	4035000	1110	1000	5800010	061		
002386 - RENAISSANCE LEARNING INC.	14231240	34,186.00	READING PROF DEVEL	34,186.00	0000001195	9,000.00	0100	4035000	1110	1000	5800010	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14231241	1,326.60	PINV0239885 - 0236914-0240720	1,326.60	0000001299	1,326.60	0100	0000000	0000	7200	4300011	071		
003573 - R&L PERFORMANCE AUTO SERVICE	14231242	181.84	40341	181.84	0000001420	181.84	0100	0982000	0000	3600	5600005	074		
003589 - HENRY APONTE	14231243	707.25	010124	707.25	0000001091	66.38	0100	0000000	1110	4100	4300012	022		
003589 - HENRY APONTE	14231243	707.25	010124	707.25	0000001091	640.87	0100	0000000	1110	4100	4300012	022		
004401 - OTAY MESA SALES INC.	14231244	533.36	25987	533.36	0000001414	533.36	0100	8150000	0000	8100	5600005	070		

Business Unit Total: $47,084.09

03300: San Ysidro 2017-03-10

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000138 - BILL HOWE PLUMBING, INC	14231956	3,976.00	797944	3,976.00	0000001445	3,976.00	0100	8150000	0000	8100	5600005	070		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14231957	720.00	1861432-99046696	720.00	0000001411	720.00	0100	6500000	5770	1110	5200003	054		
0000000205 - J.W. PEPPER & SON, INC.	14231958	104.82	10780168	104.82	0000001366	50.61	0100	0000000	1110	4100	4300012	022		
0000000205 - J.W. PEPPER & SON, INC.	14231958	104.82	10780168	104.82	0000001366	54.21	0100	0000000	1110	4100	4300012	022		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14231959	280.00	INVOICES I-5	280.00	0000001424	10.00	0100	0000000	0000	7200	5800010	064		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14231959	280.00	INVOICES I-5	280.00	0000001424	60.00	0100	0000000	0000	7200	5800010	064		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14231959	280.00	INVOICES I-5	280.00	0000001424	60.00	0100	0000000	0000	7200	5800010	064		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14231959	280.00	INVOICES I-5	280.00	0000001424	60.00	0100	0000000	0000	7200	5800010	064		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14231959	280.00	INVOICES I-5	280.00	0000001424	90.00	0100	0000000	0000	7200	5800010	064		
0000000218 - CALSPRA	14231960	148.00	MEMBER SHIP	148.00	0000001443	148.00	0100	0000000	0000	7200	5300000	071		
000041 - BEAR COMMUNICATIONS, INC.	14231961	788.21	REPAIR LA MIRADA	788.21	0000001429	320.00	0100	0000000	1110	1000	5800010	012		
000041 - BEAR COMMUNICATIONS, INC.	14231961	788.21	REPAIR LA MIRADA	788.21	0000001429	468.21	0100	0000000	1110	1000	5800010	012		
000079 - HAWTHORNE MACHINERY	14231962	6,722.50	SS100105785	6,722.50	0000001425	6,722.50	0100	0982000	0000	3600	5600005	074		
000506 - DION INTERNATIONAL TRUCK INC.	14231963	1,319.30	01SDW3661 - 01SDW3623	1,319.30	0000001431	659.65	0100	0982000	0000	3600	5600005	074		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000506 - DION INTERNATIONAL TRUCK INC.	14231963	1,319.30	01SDW3661 - 01SDW3623	1,319.30	0000001431	659.65	0100	0982000	0000	3600	5600005	074		
00067A - SAN DIEGO GAS & ELECTRICT	14231964	54,173.27	FEBRUARY 2017	54,173.27	0000000198	53,347.86	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14231964	54,173.27	FEBRUARY 2017	54,173.27	0000000198	825.41	0100	0000000	0000	8200	5500002	069		
003888 - STANLEY CONVERGENT SECURITY	14231965	383.00	14052381	383.00	0000001410	383.00	0100	8150000	0000	8100	5600005	070		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	23.00	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	43.71	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	59.79	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	69.01	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	91.99	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	91.99	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	143.76	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	149.56	0100	6500000	5770	1190	4300001	054		
004792 - FUN AND FUNCTION, LLC	14231966	948.89	222402	948.89	0000001408	276.08	0100	6500000	5770	1190	4300001	054		

Business Unit Total: $69,563.99

03300: San Ysidro 2017-03-13

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14232540	728.39	PO#1378	728.39	0000001378	728.39	0100	0000000	0000	8200	4300020	024		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14232541	1,050.00	099-011729	1,050.00	0000001407	975.00	1200	9024000	0001	1000	5200003	076		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14232541	1,050.00	099-011729	1,050.00	0000001407	75.00	1200	9024000	8500	2100	5200003	076		
004797 - KOMPAN, INC.	14232542	237.60	85128	86.40	0000000102	86.40	0100	8150000	0000	8100	4300007	070		
004797 - KOMPAN, INC.	14232542	237.60	87835	151.20	0000001330	151.20	0100	8150000	0000	8100	4300007	070		
004850 - ABA EDUCATION FOUNDATION	14232543	1,687.50	753602	1,687.50	0000001333	1,687.50	0100	6500000	5770	1190	5800010	054		

Business Unit Total: $3,703.49

03300: San Ysidro 2017-03-14

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001161 - HOME DEPOT	14233093	319.61	H DEPOT	319.61	0000000270	319.61	0100	0000000	0000	8200	4300014	069		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	57.38	0100	0000000	0000	7200	5600005	071		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	41.52	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	15.58	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	31.13	0100	0982000	0000	3600	5600006	074		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	15.57	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	140.12	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	31.13	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	31.13	0100	0000000	0000	7700	5600006	067		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	31.13	0100	0000000	0000	8100	5600006	069		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	565.80	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	856.34	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	923.80	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	887.46	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	939.35	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	1,105.55	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	472.04	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14233094	6,254.32	230045338	6,254.32	0000000730	109.29	1200	6105000	0001	1000	5600006	076		

Business Unit Total: $6,573.93

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03300: San Ysidro 2017-03-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000006 - K & M Foodservice	14233701	2,997.79	2367533	2,997.79	0000000228	2,997.79	1300	5310000	0000	3700	4700001	085		
0000000009 - CATALINA OFFSHORE PRODUCTS, INC	14233702	749.31	442519	749.31	0000000212	749.31	1300	5310000	0000	3700	4700001	085		
0000000010 - SELECTA INTERNATIONAL	14233703	13.18	059534	13.18	0000000230	13.18	1300	5310000	0000	3700	4700001	085		
0000000043 - LEABO FOODS DISTRIBUTION, INC.	14233704	22,010.80	416402E	22,010.80	0000000259	22,010.80	1300	5310000	0000	3700	4700001	085		
0000000088 - TECH-24	14233705	894.82	4755584	894.82	0000000414	894.82	1300	5310000	0000	3700	5800010	085		
0000000095 - FOOD 4 THOUGHT, LLC	14233706	1,232.45	37186	1,232.45	0000000569	1,232.45	1300	5370000	0000	3700	4700001	085		
0000000104 - LORRAINE ROWENA JOHNSON	14233707	2,196.00	FEBRUARY 2017	2,196.00	0000001399	2,196.00	0100	3327000	5770	1190	5800010	054		
0000000107 - CAROLYN KARINEN	14233708	10,800.00	FEBRUARY 2017	10,800.00	0000000612	10,800.00	0100	6500000	5770	1190	5800010	054		
0000000184 - S&S BAKERY, INC.	14233709	1,697.04	924915	1,697.04	0000001271	1,697.04	1300	5310000	0000	3700	4700001	085		
000039 - DIXIELINE LUMBER CO	14233710	15.65	09-0082056	15.65	0000000233	15.65	0100	8150000	0000	8100	4300007	070		
000343 - PAMELA L. MCDANIEL	14233711	2,050.00	INVOICE#008	2,050.00	0000000450	2,050.00	0100	6500000	5770	1190	5800010	054		
000538 - UC REGENTS	14233712	4,535.00	PEDMZ34-001	4,535.00	0000001249	4,535.00	1300	5310000	0000	3700	5600005	085		
000584 - SWEETWATER UNION HIGH	14233713	17,397.82	2016-03	17,397.82	0000001441	17,397.82	0100	6500000	5750	1180	5800009	054		
000717 - HOLLANDIA DAIRY INC.	14233714	13,401.17	1972929	13,401.17	0000000299	13,401.17	1300	5310000	0000	3700	4700001	085		
000778 - SAFEWAY INC-VONS DIVISION	14233715	218.81	431640-022117-2115	218.81	0000000296	218.81	1300	5310000	0000	3700	4700002	085		
000786 - P&R PAPER SUPPLY COMPANY, INC	14233716	1,938.64	20104807-01	1,938.64	0000000895	294.16	1300	5310000	0000	3700	4300028	085		
000786 - P&R PAPER SUPPLY COMPANY, INC	14233716	1,938.64	20104807-01	1,938.64	0000000895	1,644.48	1300	5310000	0000	3700	4300028	085		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14233717	830.33	PO# 1402	665.32	0000001402	10.01	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14233717	830.33	PO# 1402	665.32	0000001402	10.01	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14233717	830.33	PO# 1402	665.32	0000001402	10.01	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14233717	830.33	PO# 1402	665.32	0000001402	314.27	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14233717	830.33	PO# 1402	665.32	0000001402	321.02	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14233717	830.33	PO#1388	165.01	0000001388	14.63	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14233717	830.33	PO#1388	165.01	0000001388	150.38	0100	0000000	0000	7200	4300011	062		
000901 - COUNTY OF SAN DIEGO	14233718	309.00	FFPP-409963	309.00	0000001191	309.00	1300	5310000	0000	3700	5600005	085		
001093 - KONE INC	14233719	10,285.80	949557294	10,285.80	0000000150	10,285.80	0100	8150000	0000	8100	5600005	070		
001161 - HOME DEPOT	14233720	1,625.74	HOME DP	1,625.74	0000000214	472.08	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14233720	1,625.74	HOME DP	1,625.74	0000000214	1,153.66	0100	8150000	0000	8100	4300007	070		
001278 - JOHNSON CONTROLS	14233721	2,017.00	1-47304928681	2,017.00	0000000275	2,017.00	0100	8150000	0000	8100	5600005	070		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	377.34	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	235.64	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	371.61	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	450.87	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	373.71	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	360.74	0100	0000000	0000	7200	5600006	071		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	365.58	0100	0000000	0000	8200	5600006	069		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	1,277.66	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	1,320.96	0100	0000000	1110	1000	5600006	016		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	1,336.40	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	2,121.86	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	1,360.06	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	2,040.73	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	1,590.28	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14233722	14,055.67	300408455	14,055.67	0000000653	472.23	1200	6105000	0001	1000	5600006	076		
001958 - LLOYD PEST CONTROL CO.	14233723	1,010.00	3026697	160.00	0000000253	160.00	1300	5310000	0000	3700	5600005	085		
001958 - LLOYD PEST CONTROL CO.	14233723	1,010.00	3035974 & 2987319	850.00	0000000328	850.00	0100	8150000	0000	8100	5600005	070		
002102 - A-Z BUS SALES, INC.	14233724	1,993.39	01P631812	1,993.39	0000000226	1,993.39	0100	0982000	0000	3600	4300060	074		
002201 - WHITE CAP INDUSTRIES	14233725	135.74	10006441948	135.74	0000001361	135.74	0100	0300070	0000	8200	4300014	069		
002308 - PRO ED	14233726	502.70	2621746	502.70	0000001339	502.70	0100	6500000	5770	1190	4300003	054		
002419 - CINTAS CORPORTION NO. 3	14233727	1,125.88	6974317143	1,125.88	0000000456	1,125.88	1300	5310000	0000	3700	5600005	085		
002529 - GCR TIRES&SERVICE	14233728	2,529.52	832-4509	1,950.39	0000001430	1,950.39	1300	5310000	0000	3700	5600005	085		
002529 - GCR TIRES&SERVICE	14233728	2,529.52	7832-42508	579.13	0000000518	579.13	0100	0982000	0000	3600	5600005	074		
002578 - CLARK SECURITY PRODUCTS	14233729	327.28	18K-20721	109.37	0000000269	109.37	0100	8150000	0000	8100	4300007	070		
002578 - CLARK SECURITY PRODUCTS	14233729	327.28	18K-245413	217.91	0000000269	217.91	0100	8150000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14233730	254.29	1069-726718	254.29	0000000250	254.29	0100	8150000	0000	8100	4300007	070		
002774 - SMART & FINAL	14233731	66.30	SMART FINAL	66.30	0000000721	66.30	0100	0000000	0000	7100	4300015	064		
003005 - VALLEY INDUSTRIAL SPECIALTIES	14233732	614.17	VALLEY IND.	614.17	0000000238	614.17	0100	8150000	0000	8100	4300007	070		
003135 - WAL- MART COMMUNITY/GECRB	14233733	307.54	023664-4201	307.54	0000000589	104.98	1300	5310000	0000	3700	4700002	085		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003192 - WAL- MART COMMUNITY/GECRB	14233733	307.54	023664-4201	307.54	0000000589	202.56	1300	5310000	0000	3700	4700002	085		
003313 - BEST BUY	14233734	12,640.03	2651940	12,640.03	0000001376	35.00	0100	0000000	0000	7100	4400000	064		
003313 - BEST BUY	14233734	12,640.03	2651940	12,640.03	0000001376	159.98	0100	0000000	0000	7100	4400000	064		
003313 - BEST BUY	14233734	12,640.03	2651940	12,640.03	0000001376	12,445.05	0100	0000000	0000	7100	4400000	064		
003589 - HENRY APONTE	14233735	731.80	10199	731.80	0000001091	731.80	0100	0000000	1110	4100	4300012	022		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14233736	23,578.00	9972	23,578.00	0000001422	2,983.00	0100	0000000	0000	7700	5800010	067		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14233736	23,578.00	9972	23,578.00	0000001422	4,773.00	0100	0000000	0000	7700	5800010	067		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14233736	23,578.00	9972	23,578.00	0000001422	5,548.00	0100	0000000	0000	7700	5800010	067		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14233736	23,578.00	9972	23,578.00	0000001422	10,274.00	0100	0000000	0000	7700	5800010	067		
004091 - PRUDENTIAL OVERALL SUPPLY	14233737	430.00	30642887	430.00	0000000586	430.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14233738	17,318.29	170224030	10,892.29	0000000235	10,892.29	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14233738	17,318.29	170227041	6,426.00	0000001084	6,426.00	1300	5370000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14233739	2,550.22	4721705806	2,550.22	0000000323	2,550.22	1300	5310000	0000	3700	4700001	085		
004465 - GREGORY MARK BAER	14233740	3,120.00	INVOICE #18	3,120.00	0000000394	3,120.00	0100	6500000	5770	1190	5800010	054		
004528 - NVLS PROFESSIONAL SERVICES,	14233741	600.00	143674-11-16	600.00	0000001421	600.00	0100	0000000	0000	7700	5800010	067		
004774 - THINK TOGETHER	14233742	93,665.80	118-16/17-7	93,665.80	0000000464	93,665.80	0100	9065005	1110	1000	5800000	061		
004861 - ELLA SOUTH BAY MAGAZINE INC.	14233743	2,600.00	MARCH 2017	2,600.00	0000001097	2,600.00	0100	0000000	0000	7200	5800010	064		
004869 - COTHRINE TRAINING SERVICES	14233744	2,910.00	11-1-2016 - 01-01-2017	2,910.00	0000001439	2,910.00	1200	9010000	0001	1000	5800010	076		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004897 - CHERYL E. LAWSON	14233745	5,982.46	01-23-17 TO 06-06-17	5,982.46	0000001337	5,982.46	0100	6500000	5770	1190	5800010	054		

Business Unit Total: $286,265.43

03300: San Ysidro 2017-03-16

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14234410	161.39	RS4302656	161.39	0000000308	161.39	0100	0000000	0000	7200	4300011	071		
000069 - CITY TREASURER	14234411	9,052.25	FEBRUARY 2017	9,052.25	0000000196	384.23	0100	0000000	0000	8200	5500004	069		
000069 - CITY TREASURER	14234411	9,052.25	FEBRUARY 2017	9,052.25	0000000196	8,668.02	0100	0000000	0000	8200	5500004	069		
000258 - PARADIGM HEALTHCARE SERVICES	14234412	662.48	32666	662.48	0000000395	662.48	0100	5640000	0000	3140	5800010	052		
000379 - HAWTHORNE MACHINERY	14234413	641.67	PS010249680	641.67	0000000327	641.67	0100	0982000	0000	3600	4300060	074		
002151 - RANCHO AUTO & TRUCK PARTS	14234414	22.76	7693-287698	22.76	0000000229	22.76	0100	8150000	0000	8100	4300007	070		
002976 - FEDEX	14234415	189.94	5-725-63296	189.94	0000000310	189.94	0100	0000000	0000	7200	5900012	071		
003524 - ACE COOLING & FREEZING	14234416	1,010.62	76835	1,010.62	0000000588	1,010.62	1300	5310000	0000	3700	5600005	085		
004231 - PRO POWER	14234417	24.73	129454	24.73	0000000264	24.73	0100	0000000	0000	8200	4300014	069		
004258 - SALUM REVILLA ENTERPRISES LLC	14234418	682.43	86645	682.43	0000001250	682.43	1300	5310000	0000	3700	4700002	085		

Business Unit Total: $12,448.27

03300: San Ysidro 2017-03-17

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000089 - BMR HEALTH SERVICES, INC	14235089	10,800.00	2177	10,800.00	0000000409	10,800.00	0100	6500000	5001	3900	5800010	052		
0000000143 - DARCY MORALES MONGE	14235090	5,800.00	INVOICE #5	5,800.00	0000001398	5,800.00	0100	6500000	5770	1190	5800010	054		
001845 - FERGUSON ENTERPRISES,INC#1350	14235091	711.38	4406843 & 4389516	711.38	0000000279	711.38	0100	8150000	0000	8100	4300007	070		
002130 - DECISIONINSITE	14235092	4,650.00	5226	4,650.00	0000001276	4,650.00	2110	9010000	0000	8100	5800010	064		
004774 - THINK TOGETHER	14235093	5,469.60	8406 & 8460	5,469.60	0000001315	5,469.60	0100	0000001	1110	1000	5800010	061		

Business Unit Total: $27,430.98

03300: San Ysidro 2017-03-20

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000007 - CRYSTAL CLEAR GLASS & MIRROR	14235713	441.77	613	441.77	0000000286	147.26	0100	8150000	0000	8100	4300007	070		
0000000007 - CRYSTAL CLEAR GLASS & MIRROR	14235713	441.77	613	441.77	0000000286	294.51	0100	8150000	0000	8100	5600005	070		
000140 - SAM & ROSE STEIN EDUCATION	14235714	5,689.36	FEBRUARY 2017	5,689.36	0000000459	5,689.36	0100	6500000	5750	1180	5800009	054		
000535 - SCHOOL SPECIALTY	14235715	17.99	208117609651	17.99	0000000549	4.94	0100	0000000	1110	1000	4300001	012		
000535 - SCHOOL SPECIALTY	14235715	17.99	208117609651	17.99	0000000549	13.05	0100	0000000	1110	1000	4300001	012		
001502 - CALIFORNIA DEPT. OF JUSTICE	14235716	637.00	0 N219255	637.00	0000000337	637.00	0100	0000000	0000	7200	5800010	062		
002770 - FLEETWASH INC	14235717	316.74	X-989129	316.74	0000000562	316.74	0100	0982000	0000	3600	5600005	074		
004578 - STAFF REHAB	14235718	7,200.00	SS-2178 SS-1714 SS-2119 SS2024	7,200.00	0000000590	7,200.00	0100	6500000	5770	1190	5800010	054		
004732 - LEAL & TREJO APC	14235719	40,365.68	DECEMBER 2016	40,365.68	0000001397	1,788.68	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14235719	40,365.68	DECEMBER 2016	40,365.68	0000001397	2,968.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14235719	40,365.68	DECEMBER 2016	40,365.68	0000001397	22,856.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14235719	40,365.68	DECEMBER 2016	40,365.68	0000001397	2,334.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14235719	40,365.68	DECEMBER 2016	40,365.68	0000001397	2,528.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14235719	40,365.68	DECEMBER 2016	40,365.68	0000001397	7,891.00	0100	0000000	0000	7200	5800200	062		
004822 - CALIFORNIA FINANCIAL SERVICES	14235720	3,625.00	OC 2016-105	3,625.00	0000001488	3,625.00	2518	9010000	0000	7200	5800010	010		

Business Unit Total: $58,293.54

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03300: San Ysidro 2017-03-21

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000075 - FLOYD & HOWERTON PLUMBING, INC	14236258	940.00	20350	940.00	0000001480	940.00	0100	8150000	0000	8100	5600005	070		
0000000078 - VECTOR USA	14236259	1,187.50	69649	1,187.50	0000001458	1,187.50	0100	0000000	0000	7700	5600005	067		
0000000148 - CUSTOMINK, LLC	14236260	897.75	8841870	897.75	0000001352	897.75	0100	0300020	1110	1000	4300001	020		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14236261	30.00	50541-1	30.00	0000001479	30.00	0100	0000000	0000	7100	5800002	064		
0000000222 - CHILD & FAMILY POLICY INSTITUTE	14236262	570.00	CFPIC	570.00	0000001456	285.00	0100	0000001	0000	3900	5200003	061		
0000000222 - CHILD & FAMILY POLICY INSTITUTE	14236262	570.00	CFPIC	570.00	0000001456	285.00	0100	0000001	1110	2100	5200003	061		
0000000224 - WESTERN PUMP INC.	14236263	1,177.70	W76316 &W76528	1,177.70	0000001477	1,177.70	0100	0982000	0000	3600	5600005	074		
000370 - DUNN-EDWARDS CORP.	14236264	414.58	DUNN EDW	274.25	0000000271	274.25	0100	8150000	0000	8100	4300007	070		
000370 - DUNN-EDWARDS CORP.	14236264	414.58	DUNN EDWARDS	140.33	0000000271	140.33	0100	8150000	0000	8100	4300007	070		
000801 - GRAINGER	14236265	476.19	GRAINGER	476.19	0000000231	476.19	0100	8150000	0000	8100	4300007	070		
001102 - ORIENTAL TRADING COMPANY, INC.	14236266	146.23	68257647 7-01	146.23	0000001451	4.74	0100	0300477	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14236266	146.23	68257647 7-01	146.23	0000001451	7.12	0100	0300477	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14236266	146.23	68257647 7-01	146.23	0000001451	7.12	0100	0300477	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14236266	146.23	68257647 7-01	146.23	0000001451	18.99	0100	0300477	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14236266	146.23	68257647 7-01	146.23	0000001451	36.09	0100	0300477	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14236266	146.23	68257647 7-01	146.23	0000001451	72.17	0100	0300477	1110	1000	4300001	016		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001161 - HOME DEPOT	14236267	76.04	HOME DP	76.04	0000000214	76.04	0100	8150000	0000	8100	4300007	070		
002283 - GOLDEN BOY MOBILITY	14236268	75.00	128472	75.00	0000001485	75.00	0100	0982000	0000	3600	5600005	074		
003192 - WAL- MART COMMUNITY/GECRB	14236269	23.64	WALMART	23.64	0000001471	23.64	0100	0000000	0000	7100	4300011	064		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14236270	810.00	099-011733	810.00	0000001455	90.00	0100	0000001	0000	3110	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14236270	810.00	099-011733	810.00	0000001455	90.00	0100	0000001	0000	8300	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14236270	810.00	099-011733	810.00	0000001455	450.00	0100	0000001	1110	1000	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14236270	810.00	099-011733	810.00	0000001455	180.00	0100	0000001	1110	2700	5200003	061		
003313 - BEST BUY	14236271	3,501.08	2658780	3,501.08	0000001465	10.00	0100	0000000	0000	7100	4400000	064		
003313 - BEST BUY	14236271	3,501.08	2658780	3,501.08	0000001465	3,491.08	0100	0000000	0000	7100	4400000	064		
003637 - C.A.S.H.	14236272	532.00	2016-FALL	532.00	0000001379	532.00	0100	0000000	0000	7200	5200003	071		
003935 - AMS - ACOUSTICAL MATERIAL	14236273	47.16	15887097-00	47.16	0000001068	47.16	0100	9625000	0000	8500	6200001	071		
004323 - MCGREGOR AND ASSOCIATED	14236274	433.50	CA SY1703	433.50	0000000307	433.50	0100	0300100	0000	7200	5600005	071		
004525 - ALLTECH IMAGING TECHNOLOGIES	14236275	346.00	7509	198.00	0000001294	198.00	1200	6105000	0001	1000	5800010	076		
004525 - ALLTECH IMAGING TECHNOLOGIES	14236275	346.00	7510	148.00	0000001472	148.00	0100	0000000	0000	2100	4300011	061		
004913 - ENVIROMATRIX ANALYTICAL, INC	14236276	378.00	7020434 & 7020928	378.00	0000001482	189.00	0100	8150000	0000	8100	5600005	070		
004913 - ENVIROMATRIX ANALYTICAL, INC	14236276	378.00	7020434 & 7020928	378.00	0000001482	189.00	0100	8150000	0000	8100	5600005	070		
01641A - XEROX CORPORATION	14236277	16,925.70	DEC-JAN-FEB	15,848.56	0000001475	15,848.56	0100	0000000	0000	7200	5600020	071		
01641A - XEROX CORPORATION	14236277	16,925.70	DEC-JAN-FEB	1,077.14	0000001474	1,077.14	0100	0000000	0000	7200	5600020	071		

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Business Unit Total: $28,988.07

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03300: San Ysidro 2017-03-22

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000089 - BMR HEALTH SERVICES, INC	14236958	10,200.00	2201	10,200.00	0000000409	10,200.00	0100	6500000	5001	3900	5800010	052		
0000000138 - BILL HOWE PLUMBING, INC	14236959	1,872.00	797945	1,872.00	0000001486	1,872.00	0100	8150000	0000	8100	5600005	070		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14236960	10,800.00	004968	10,800.00	0000001423	10,800.00	0100	6500000	5770	1190	5800010	054		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	7.95	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	15.17	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	29.74	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	32.25	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	46.99	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	51.08	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	73.40	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	120.96	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	121.38	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	136.33	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	303.39	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	493.75	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	596.01	0100	0000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14236961	2,856.72	PO#1286	2,856.72	0000001286	828.32	0100	0000000	0000	8200	4300020	022		
000762 - SOUTH BAY FENCE INC	14236962	3,363.00	117-47	3,363.00	0000001358	3,363.00	0100	8150000	0000	8100	5600005	070		
001532 - VERITIV OPERATING	14236963	1,401.64	7410061743	1,401.64	0000001305	514.93	0100	0000000	0000	7550	4300050	073		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
COMPANY														
001532 - VERITIV OPERATING COMPANY	14236963	1,401.64	7410061743	1,401.64	0000001305	886.71	0100	0000000	0000	7550	4300050	073		
001775 - STAPLES, INC.	14236964	115.27	1762461331	115.27	0000001316	115.27	0100	0982000	0000	3600	4300011	074		
002102 - A-Z BUS SALES, INC.	14236965	2,227.72	AZ BUS	2,227.72	0000000226	2,227.72	0100	0982000	0000	3600	4300060	074		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14236966	3,000.00	099-011235	3,000.00	0000001338	3,000.00	0100	6500000	5770	1190	5800010	054		
004747 - PRINCIPAL'S EXCHANGE	14236967	33,500.00	1184-1185-1186	15,000.00	0000001466	15,000.00	0100	3010000	1110	1000	5800010	020		
004747 - PRINCIPAL'S EXCHANGE	14236967	33,500.00	1195	18,500.00	0000000383	18,500.00	0100	3010000	1110	1000	5800010	061		
004801 - EAST L.A. CLASSIC THEATRE	14236968	43,833.33	1064	43,833.33	0000000559	43,833.33	0100	0000001	1110	1000	5800010	061		
004822 - CALIFORNIA FINANCIAL SERVICES	14236969	40,000.00	oc 2016-118	40,000.00	0000001470	40,000.00	2110	9010000	0000	8100	5800010	064		

Business Unit Total: $153,169.68

1013.

03300: San Ysidro 2017-03-23

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004678 - AMAZON.COM, INC.	14237683	856.64	PO#1241	487.10	0000001241	118.02	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14237683	856.64	PO#1241	487.10	0000001241	229.16	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14237683	856.64	PO#1241	487.10	0000001241	139.92	0100	0000000	1110	4200	4300013	022		
004678 - AMAZON.COM, INC.	14237683	856.64	AMAZON1	198.20	0000001404	59.75	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14237683	856.64	AMAZON1	198.20	0000001404	138.45	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14237683	856.64	PO#1416	149.80	0000001416	149.80	0100	0000000	0000	7700	4300002	067		
004678 - AMAZON.COM, INC.	14237683	856.64	PO#1386	21.54	0000001386	21.54	0100	0000000	1110	4100	4300012	022		
004807 - KATHLEEN MOORE& ASSOCIATES	14237684	12,889.96	KMA-2017-45	12,889.96	0000001013	12,889.96	0100	0000000	0000	7200	5800010	064		
004834 - VMA COMMUNICATIONS, INC.	14237685	11,055.00	FEBRUARY 2017	11,055.00	0000000389	11,055.00	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $24,801.60

03300: San Ysidro 2017-03-27

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000043 - LEABO FOODS DISTRIBUTION, INC.	14238913	12,414.98	417337F	12,414.98	0000000259	12,414.98	1300	5310000	0000	3700	4700001	085		
0000000119 - INSTITUTE FOR CRIMINAL JUSTICE	14238914	414.62	MARCH 17, 2017	414.62	0000000813	414.62	0100	0000001	0000	7200	5800010	064		
0000000184 - S&S BAKERY, INC.	14238915	345.60	925725	345.60	0000001271	345.60	1300	5310000	0000	3700	4700001	085		
000106 - CHEVRON U.S.A. INC.	14238916	2,707.17	49946755	2,707.17	0000000204	901.42	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14238916	2,707.17	49946755	2,707.17	0000000204	65.69	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14238916	2,707.17	49946755	2,707.17	0000000204	718.05	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14238916	2,707.17	49946755	2,707.17	0000000204	886.73	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14238916	2,707.17	49946755	2,707.17	0000000204	135.28	1300	5310000	0000	3700	4300022	085		
000717 - HOLLANDIA DAIRY INC.	14238917	4,735.64	1985709	4,735.64	0000000299	4,735.64	1300	5310000	0000	3700	4700001	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	3.57	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	10.59	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	11.34	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	17.94	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	24.40	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	24.40	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	25.29	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	53.06	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	89.60	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	120.47	1300	5310000	0000	3700	4300011	085		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14238918	503.06	906578731001	503.06	0000001355	122.40	1300	5310000	0000	3700	4300011	085		
000829 - SIMPLEXGRINNELL LP	14238919	470.85	79255688	470.85	0000000326	470.85	1300	5310000	0000	3700	5800010	085		
002056 - BLACKIE'S TROPHIES & AWARDS	14238920	140.08	42600	140.08	0000001255	140.08	0100	0000000	0000	7100	4300011	064		
002419 - CINTAS CORPORTION NO. 3	14238921	658.65	694322196	658.65	0000000456	658.65	1300	5310000	0000	3700	5600005	085		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14238922	1,700.00	099-012215	1,700.00	0000000541	595.00	0100	6500000	5001	1190	5200001	054		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14238922	1,700.00	099-012215	1,700.00	0000000541	1,105.00	0100	6500000	5001	1190	5200001	054		
004091 - PRUDENTIAL OVERALL SUPPLY	14238923	215.00	30645683	215.00	0000000586	215.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14238924	6,675.02	170309061	4,321.66	0000000235	1,209.34	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14238924	6,675.02	170309061	4,321.66	0000000235	3,112.32	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14238924	6,675.02	170307013	95.61	0000000260	95.61	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14238924	6,675.02	170310011	2,257.75	0000001084	2,257.75	1300	5370000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14238925	1,447.13	472107208	1,447.13	0000000323	1,447.13	1300	5310000	0000	3700	4700001	085		

Business Unit Total: $32,427.80

03300: San Ysidro 2017-03-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000047 - ALLIANCE ENGINEERING OF CALIFORNIA, INC	14239450	13,484.80	70782	13,484.80	0000000413	13,484.80	2110	9010000	0000	8100	5800010	064		
0000000056 - SAN DIEGO FLOOD BUSTERS INC.	14239451	10,852.16	SD FLOOD B.	10,852.16	0000001481	10,852.16	0100	8150000	0000	8100	5600005	070		
0000000086 - EUGENIA MARTINEZ	14239452	294.99	REIMBURSEMENT	294.99		294.99	0100	0000000	0000	7200	5200003	065		
0000000088 - TECH-24	14239453	4,247.01	4786988	4,247.01	0000000414	4,247.01	1300	5310000	0000	3700	5800010	085		
0000000121 - BIJAN ZELLI	14239454	17.14	REIMBURSEMENT	17.14		17.14	0100	0000000	1110	1000	4300001	022		
0000000132 - VICTOR GUZMAN	14239455	100.00	REIMBURSMENT	100.00		100.00	0100	0000000	0000	7200	5300000	071		
0000000180 - PILLSBURY WINTHROP SHAW PITTMAN LLP	14239456	2,537.90	8114447	2,537.90	0000001292	2,537.90	0100	0000000	0000	7200	5800002	071		
0000000230 - JOEL GARCIA	14239457	336.15	REIMBURSEMENT	336.15		336.15	0100	6264000	1110	1000	5200003	061		
000343 - PAMELA L. MCDANIEL	14239458	1,300.00	009	1,300.00	0000000450	1,300.00	0100	6500000	5770	1190	5800010	054		
000553 - SPRINT	14239459	745.97	FEBRUARY 2017	745.97		745.97	0100	0000000	0000	8200	5900001	069		
000902 - EFRAIN BURCIAGA	14239460	155.09	REIMBURSEMENT	155.09		155.09	0100	6264000	1110	1000	5200003	061		
002909 - AT&T	14239461	6,257.03	FEBRUARY 2017	6,257.03		6,257.03	0100	0000000	0000	8200	5900003	069		
003766 - MICHAEL BAKER INTERNATIONAL	14239462	787.16	972394	787.16	0000000386	787.16	2110	9010000	0000	8100	5800010	025		
003800 - ELVA DE BACA	14239463	68.14	REIMBURSEMENT	55.30		55.30	0100	4035000	1110	1000	5200003	061		
003800 - ELVA DE BACA	14239463	68.14	REIMBURSEMENT	12.84		12.84	0100	6264000	1110	1000	5200003	061		
004468 - GREGORY MARK BAER	14239464	2,184.00	018	2,184.00	0000000394	2,184.00	0100	6500000	5770	1190	5800010	054		
004752 - ARELY AMES	14239465	127.58	REIMBURSEMENT	127.58		127.58	0100	0000001	1110	1000	5200003	022		
CN100 - INDIANA BUSTERS	14239466	62.01	MILEAGE	62.01		62.01	0100	0000001	0000	3900	5200002	025		

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Business Unit Total: $43,557.13

03300: San Ysidro 2017-03-29

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002453 - LAURA ENGLISH	14240124	18.43	REIMBUR SEMENT	18.43		18.43	0100	0300477	1110	1000	4300001	016		
004763 - MICHAEL DIREEN	14240125	176.26	REIMBUR SEMENT	176.26		176.26	0100	6264000	1110	1000	5200003	061		
004845 - FRANCISCO ALBARRAN	14240126	326.01	REIMBUR SEMENT	326.01		326.01	0100	6264000	1110	1000	5200003	061		

Business Unit Total: $520.70

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $2,725.45 to help support and enrich our educational programs.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

Donations $2,725.45	Cash/Checks Only Donations Account	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

2016-17 DONATIONS

BOARD MEETING: APRIL 13, 2017		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Walmart	District	N/A	$150.00	Gift cards (2) for homeless family
USS Midway	Vista Del Mar	N/A	$1,270.00	Onboard Program Scholarship-Entrance Fees
AUTISM WALK EVENT - *Money raised from sales will be donated to Austism Speaks.				
Walmart *	Smythe	$100.00	N/A	Autism Speaks
Smart & Final *	Smythe	N/A	$100.00	Gatorade drinks
Krispy Kreme *	Smythe	N/A	$50.00	Donuts
La Bodeguita	Smythe	N/A	$20.00	Chips
Mango Manila	Smythe	N/A	$50.00	Fruit tray
Sprouts	Smythe	N/A	$60.00	Bananas and Water
Costco	Smythe	N/A	$25.00	Gift card for raffel
Mary Ann Saponara	Smythe	N/A	$420.45	Various items
WATER DONATIONS				
Loews Coronado Bay Resort	District	N/A	$300.00	Water - 73 cases
Lumber Liquidators	District	N/A	$180.00	Water - 30 cases
		$100.00	$2,625.45	
TOTAL:		$2,725.45		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2016-17

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

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

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

RECOMMENDATION:
Accept the Report of William's Complaints for the third quarter, from January 1, 2017 to March 31, 2017 of the 2016-2017 school year for submission to the San Diego County Office of Education.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Nutrition Services
Paloma Perez, Assistant Director

AGENDA ITEM: AGREEMENT WITH IMAGE ONE

BACKGROUND INFORMATION:
The Rocketscan software by Image One, is a software solution for public school district's Food Service Departments that automates the processing of free & reduced meal applications. With Rocketscan, school districts can scan their meal applications into the software system for automated processing, increasing accuracy. The cost implication includes the equipment, installation, training and maintenance.

RECOMMENDATION:
Approve the agreement with Image One for the RocketSCAN License and annual maintenance fee in the estimated amount of $2,855.00 from the Child Nutrition fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$2,855.00	Child Nutrition Fund 13	
(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

Sales Proposal

Date: 3/7/2017

Paloma Perez
San Ysidro School District
4350 Otay Messa Road

San Ysidro
CA
92173

Image One
6202 Benjamin Road, Suite 103 Tampa, FL 33634
Telephone: 800-956-9000
Fax # 813-769-2257
Email: ninog@image-1.com

Phone: 619-428-4476 x 3011 Quote ID #: Fax:

Qty	Description	Price Each	Price Extended
	RocketSCAN License 2.5K Scan		
1	RocketSCAN Annual Maintenance	$1,355.0000	$1,355.00
1	Web Based Installation and Training	$1,500.0000	$1,500.00

Est. Shipping:

Terms: Net 30 TOTAL: $2,855.00

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes PCS Revenue Control Systems Inc. to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to IPCS Revenue Control Systems Inc. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products with be either fixed or replaced.

Nino Giordano

Customer Acceptance
San Ysidro School District

Date

PCS Revenue Control Systems Inc.

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT IMAGE ONE

THIS DOCUMENT DESCRIBES THE SERVICES TO BE PROVIDED BY IMAGE ONE (IO):

1. ADVANCED EXCHANGE HARDWARE SERVICE

IO agrees to provide advanced exchange service for the hardware equipment ("Equipment") listed on your invoice for services ("Invoice").

a) **Maintenance Services:** IO shall, during the contracted period, provide the Customer with a replacement scanner, in advance of receiving the defective unit. For service calls placed before 2:00 pm EST, a replacement scanner will be shipped out the same day with the transit time varying based upon Zip Code and Peak or Non Peak time of year. The defective scanner is returned to Image One. Defective scanners returned to Image One become the property of Image One, and replacement scanners become the property of the customer. IMAGE ONE MAY REQUIRE A VALID CREDIT CARD NUMBER OR A VALID PURCHASE ORDER FOR THE VALUE OF THE REPLACEMENT SCANNER FROM THE CUSTOMER BEFORE SHIPMENT OF THE REPLACEMENT SCANNER WHICH WILL BE CHARGED IN THE EVENT THAT CUSTOMER FAILS TO RETURN TO IMAGE ONE EITHER THE DEFECTIVE SCANNER OR THE REPLACEMENT SCANNER WITHIN FOURTEEN DAYS OF THE DATE THAT CUSTOMER RECEIVES REPLACEMENT SCANNER.

b) **Freight and Shipping:** Image One will be solely responsible for charges incurred to transport replacement and defective equipment between premises of Image One and the Customer's location. PEAK Response shipping: August through October, Image One will ship free of charge a replacement scanner for arrival the next business day no earlier than 10:30am and no later than 5pm. Exact time of delivery is based on the carrier's service availability for your Zip Code. OFF PEAK Response shipping: November through July Image One will ship free of charge a replacement scanner via three day transit unless Zip code allows faster delivery via Ground service. It is expected that any delivery address is a business address and open for pick-ups and deliveries between the hours of 10:30am and 5pm, Monday through Friday, and excludes weekends and Holidays. Non-mechanical accessories, such as feed trays will not be shipped unless the nature of the problem is related thereof. Customer is required to carefully repackage the defective scanner using the packaging materials that came with the replacement scanner. Image One will assist the customer with the return of the defective scanner at no additional charge. Methods vary by Zip code as well as other factors to be determined per event.

c) **Procedure:** Upon receipt of the replacement scanner, the customer will carefully unpack the replacement scanner and contact Image One or Reseller technical support for installation instructions. Non-mechanical accessories, such as feed trays will be removed from the defective scanner and installed on the replacement scanner by the customer with assistance from Image One or Reseller technical support.

d) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of system installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

2. SOFTWARE SERVICE

IO agrees to provide maintenance and repair services for the software ("Software") listed on your invoice for services ("Invoice."). Software is referred to as the system ("System").

a) **Software Maintenance & Support Services:** IO shall, during the contracted period, furnish all service necessary to maintain the System in good working order. IO will provide software support via remote access as part of this agreement. Customer agrees to provide broadband internet connectivity to the System at its expense. IO will provide the software necessary to enable the remote connection. If Customer elects not to make remote access available, labor (including travel) for on-site software support service calls will be chargeable to Customer in accordance with IO's local prevailing hourly labor rates.

b) **Training:** User training does not constitute maintenance service, and is not covered by this agreement. User training is provided at time of Software installation as called for by the terms of the purchase agreement. Additional training may subsequently be purchased at rates negotiated by parties to this agreement, but this agreement will not be construed to include training.

c) **Response Time:** IO shall respond during IO service hours within 4 business hours of IO's receipt of Customer's service request. Unless otherwise defined on your Invoice, the service hours for IO to provide routine maintenance and/or repair service for the System will be between the hours of 8:30 AM and 5 PM prevailing local time, Monday through Friday, excluding days observed by IO as holidays. FMA support will be provided after hours for platinum maintenance agreements.

d) **Non-Covered Service:** IO will attempt to respond to all requests for service. If service is provided on Holidays recognized by IO, labor for such non-covered service calls will be chargeable to the Customer in accordance with IO's local prevailing hourly labor rates for such service.

2. TERM

The term of this Agreement shall be one (1) year, or as otherwise indicated on Invoice.

3. SERVICE FEE

(a) Customer agrees to pay the service fees in advance as billed for the term of this Agreement.

(b) If new or additional software is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.

(c) If Customer does not make timely payment to IO of any amount payable under this Agreement, then in addition to the remedies available to IO at law or equity or under other provisions of this Agreement, IO may collect interest on the sum then owing at the rate of 1.5% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. LIABILITIES

(a) IO EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.

(b) IO WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF (OR INABILITY TO USE) OR A THIRD PARTY'S UNAUTHORIZED USE OF THE SOFTWARE OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER IO OR ITS SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.

(c) IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY IO UNDER THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS (1) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO IO, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING IO.

5. EXCLUSIONS

(a) This Agreement will not cover repair work in replacement of expendable items such as glass, toner, toner cartridges, lamps, photo conductor drums, or imaging units, rollers, imprinter ink cartridges or other items identified by the manufacturer as "consumables". This Agreement will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment and/or System, (ii) Customer's unauthorized addition, movement, or changes to the Equipment and/or System, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the Equipment and/or System (as stated in (b) below), (viii) improper installation, repair, or alteration of the Equipment and/or System by anyone other than IO or its agents, (ix) software changes or attempted software changes by persons not authorized by IO, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by IO at IO's prevailing local rates for such services.

(b) The Customer is responsible for maintaining suitable environmental conditions for the Equipment and/or System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements described herein.

(c) The Customer is solely responsible for maintaining backup copies of images, data and database files. Under no circumstances will IO be liable for any loss of images, data or database files or for the recovery of same.

6. FORCE MAJEURE

If IO's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of IO, IO shall be excused from such performance until the abatement of such causes(s).

7. COVENANT NOT-TO-HIRE

Each party agrees not to hire or attempt to hire employees of the other party during the term and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other party.

8. TERMINATION

(a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.

(b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.

(c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other.

(d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of IO. IO may assign this contract to any parent company, subsidiary, or affiliate of IO, or in connection with the sale of substantially all of the assets of IO.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida.

11. NOTICES

All notices to IO required or permitted to be given under this Agreement shall be in writing and sent to the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

IMAGE ONE
6206 Benjamin Road, Suite 301
Tampa, FL 33634
Fax: 813-887-5359
Telephone: 813-888-8288
Attention: Leigh Anne Dziuk

12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

13. COSTS

Non-prevailing party will pay all of prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement should collections or litigation prove necessary.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between IO and Customer with regard to Customer's service and maintenance by IO. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of IO and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

Please note: PC Hardware (e.g. workstations, servers, monitors, SCSI and other interface cards) provided as part of an imaging system solution are not maintained by IO but must be supported by the original equipment manufacturer (OEM). Customer is urged to properly register PC workstations and servers and to keep OEM Warranty and Support information available.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS)

BACKGROUND INFORMATION:
On January 26, 2017, the Governing Board approved Resolution No. 16/17-3105 authorizing the District to offer a Supplementary Retirement Plan to eligible certificated employees. The Contract Administrator for the program, Public Agency Retirement Services (PARS) has conducted several informational meetings, an orientation and a workshop. In addition, individualized packets were mailed to eligible employees for their review and consideration.

The cost implications are:
5.50% of all premiums made by District.
$5,000 minimum per year for five years.
$5,000 one-time fee - In the event the supplementary retirement plan is not implemented.

Note: The cost will be offset by the savings on replacement teachers.

RECOMMENDATION:
Approve/Ratify the Public Agency Retirement Services (PARS) Agreement for the implementation of the District's 2016-17 PARS 403(b) Supplementary Retirement Plan.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

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

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

Superintendent's Office Certification:

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

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2017, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the San Ysidro School District (Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract ("Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian and/or trustee to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.

8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.

9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs,

incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.

13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.

14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.

15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.

16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

    (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President

    (B) To Agency: San Ysidro School District; 4350 Otay Mesa Road, San Ysidro, CA 92173; Attention: Deputy Superintendent

    Notices shall be deemed given on the date received by the addressee.

17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning January 27, 2017 and ending January 31, 2022 ("Term"). This Agreement will continue unchanged for successive twelve-month periods following the Term unless either party gives

written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term. However, the Agreement will terminate following the benefit payment to the last surviving Participant and any residual interest earnings held in the Agency's custody account, if any, will be returned to the Agency.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.

22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement and/or Trust Agreement as shall be required by PARS and/or the Custodian/Trustee.

AGENCY:

BY: _____

Arturo Sanchez-Macias

TITLE: Deputy Superintendent

DATE: _____

PARS:

BY: _____

Tod Hammeras

TITLE: Chief Financial Officer

DATE: _____

EXHIBIT 1A

SERVICES

PARS will provide the following services for the San Ysidro School District:

1. Plan Consultation Services:
   (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
   (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
   (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
   (D) Making appropriate revisions to the fiscal analysis as directed by Agency.
2. Plan Installation Services:
   (A) Meeting with Agency personnel to finalize Plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
   (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
   (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 3 below.
3. Plan Administration Services:
   (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
   (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
   (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
   (D) Producing benefit illustrations and processing enrollments;
   (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
   (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B

FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a $5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the Agency agrees to pay a one-time fee equal to $5,000.00. The fee will be billed to the Agency upon notice of cancellation of the Plan and it will be the responsibility of the Agency to pay this fee.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
   (A) Participant's Legal Name
   (B) Participant's Position
   (C) Participant's Birth Date
   (D) Participant's Hire Date
   (E) Participant's Contract Salary
   (F) Years of Agency Service
   (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
   (A) Participant's Legal Name
   (B) Participant's Position
   (C) Participant's Address
   (D) Participant's Birth Date
   (E) Participant's Hire Date
   (F) Participant's Contract Salary
   (G) Years of Agency Service
   (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
   (A) Certified Board Resolution
   (B) Addendum for Supplementary Retirement Plan/Execution Agreement
   (C) Custodial Agreements/Disclosure Forms
   (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
   (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
   (A) Correction Form
   (B) Enrollment Form
   (C) Beneficiary Designation Form
   (D) Tax Withholding Form
   (E) Proof of Age
   (F) Letter of Resignation

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH RAPTOR TECHNOLOGIES, LLC

BACKGROUND INFORMATION:
The Raptor Visitor Management System is the core of an integrated set of technology solutions designed to protect students, faculty, and staff. The services provide a web-based software application that has been developed with the purpose of aiding facilities in tracking such facilities' visitors, volunteers, and faculty members. The term for one year will be effective from July 1, 2017 to June 30, 2018. The services will provide the District with the following capabilities:

- Visitors
- Alerts
- History and Reporting
- Equipment

The District wants to support the goals of the Governing Board and provide security for students and staff. The system will be implemented at the District office and will later be determined if needed for all school sites.

RECOMMENDATION:
Approve the agreement with Raptor Technologies, LLC for a Visitor Management System at a cost of $1,600.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$1,600.00	General Fund	0100-0000000-0000-8300-5800010-071
(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

SUBSCRIPTION AND PURCHASE AGREEMENT

Your organization has requested access to the Subscription Services. Please carefully read the following terms and conditions of use of the Subscription Services (this "Agreement").

By signing below, you represent that you have the power to bind your organization and that your organization agrees to be bound by this Agreement. In addition, use of the Subscription Services constitutes consent to be bound by the Raptor Terms of Use, Privacy Policy, and such other policies as may be posted on Raptor's Web Site from time to time.

1. **Definitions.**

1.1 "Acceptance" means Raptor's prior written acceptance.

1.2 "Additional Equipment" means the equipment purchased by Subscriber from Raptor (i) pursuant to the then-current online ordering form made available at the Raptor Web Site for ordering Equipment or (ii) by any other means made available by Raptor.

1.3 "Campus" means any of Subscriber's campuses or places of business under the control of the Subscriber for which the Subscription Services will be used.

1.4 "Contract Year" means each full year this Agreement is in effect or any portion thereof. For example, the first day of the second Contract Year is the first anniversary of the Effective Date.

1.5 "Equipment" means collectively, the Initial Equipment and the Additional Equipment.

1.6 "Initial Equipment" means the equipment set forth on Exhibit A.

1.7 "Party" means individually Raptor or Subscriber, and "Parties" means collectively Raptor and Subscriber.

1.8 "Personal Information of an Individual" means any personally identifying information, including, but not limited to (i) a first name or initial coupled with a last name (ii) an image of an individual; (iii) data from any form of identification used by the Subscriber to identify individuals, including, but not limited to Driver's Licenses and Passports; or (iv) any information used to determine an individual's status by the Subscriber or Subscriber's employees.

1.9 "Raptor" means Raptor Technologies, LLC.

1.10 "Raptor Group" means collectively Raptor and Raptor's shareholders, directors, officers, employees, contractors, agents, subsidiaries, and affiliates.

1.11 "Raptor Terms of Use" means the terms and conditions of use posted on the Raptor Web Site, as such terms and conditions are amended by Raptor from time to time in Raptor's sole discretion.

1.12 "Raptor Web Site" means Raptor's Internet web sites, including raptortech.com, shop.raptortech.com and any other associated web sites.

1.13 "Subscriber" means your organization, as indicated on the signature page below.

1.14 "Subscription Services" means the services set forth on Exhibit A. Raptor may update Exhibit A, in Raptor's sole discretion, once for each Contract Year (exclusive of the provision of routine upgrades, fixes, patches, or other maintenance services), with each such change to be effective as of the first day of the following Contract Year, upon at least 60 days written notice to Subscriber prior to the commencement of such Contract Year.

1.15 "Third Party" means a person or entity that is not a Party.

1.16 "Third Party Information" means a Third Party's information, including, without limitation, information provided by third party databases.

2. **Subscription Services.**

2.1 License. Subject to the terms and conditions of this Agreement, Raptor grants to Subscriber, and Subscriber accepts from Raptor, a limited, non-exclusive, non-sublicensable, non-transferable license to use the Subscription Services in accordance with this Agreement and in accordance with the Raptor Terms of Use.

2.2 Use.

(a) Subscriber shall use the Subscription Services only (i) in the ordinary course of Subscriber's internal business and (ii) for purposes and in a manner that is in accordance with applicable federal, state, and local laws, rules, and regulations.

(b) Without limiting the foregoing, Subscriber and its employees shall not publish, disclose, or otherwise make public any Personal Information of an Individual obtained through the Subscription Services except as required in the ordinary course of Subscriber's internal business or by applicable federal, state, and local laws, rules, and regulations.

(c) Subscriber shall not, and shall not attempt to, (i) circumvent any of the security features of the Subscription Services, (ii) copy, other than as expressly permitted, all or any portion of the Subscription Services, (iii) modify, create any derivative work of, or translate any portion of the Subscription Services, (iv) reverse engineer, decompile, or disassemble any portion of the Subscription Services, in whole or in part, or otherwise reduce any underlying code to human-perceivable form, (v) use any functionality or feature of the Equipment or the Subscription Services that is not expressly enabled by Raptor for the use of the Subscriber, or (vi) use the Subscription Services to provide outsourcing, service bureau, similar services, or any other services to Third Parties.

(d) To the extent that the Subscription Services include, supply, or provide access, links, or references to Third Party Information, Subscriber's use, distribution, reproduction, display, and dissemination of, or reliance on, such Third Party Information shall be at Subscriber's sole risk.

(e) Subscriber must provide Subscriber's own Internet access and equipment to use the Subscription Services, and such Subscriber-provided access and equipment must meet or exceed Raptor's then-current configuration specifications set forth in the Raptor Terms of Use and technical specifications.

(f) Subscriber agrees to notify Raptor promptly in writing of the existence of any unauthorized access, disclosure, distribution, possession, alteration, transfer, reproduction or other unauthorized use of the Subscription Services or Equipment of which Subscriber becomes aware.

2.3 Ownership. Raptor and Raptor's licensors are, and shall remain, the owners of all right, title, and interest in and to the Subscription Services, subject to the license granted to Subscriber in this Agreement. All rights not expressly granted to Subscriber in this Agreement remain in Raptor and Raptor's licensors.

3. **Confidentiality.**

3.1 Confidential Information. Confidential information is information relating to Subscription Services and Equipment provided under this Agreement including, without limitation, the components of intellectual property, designs, and any other information of a secret, confidential, or proprietary nature relating to a Party's business and operations. Confidential information does not include any information that (i) is or becomes generally known or available by publication, commercial use, or otherwise through no fault of a Party; (ii) is lawfully obtained from a Third Party who has the right to make such disclosure; (iii) is released for publication by the owner; or (iv) is independently

developed by a Party without access to the confidential information of the other Party. Notwithstanding the above, either Party may disclose any confidential information under this Agreement to such Party's agents, attorneys and other representatives or to any court of competent jurisdiction as reasonably required to resolve a dispute between the Parties.

3.2. Use of Confidential Information. The Subscriber agrees, both during and for a period of five years following the termination or expiration of this Agreement, that, except as expressly permitted herein, it will not use, directly or indirectly, for its own benefit or for the benefit of a Third Party, and that it will not disclose, transfer, or in any way divulge, directly or indirectly, to a Third Party any of Raptor's confidential information, under any circumstances or by any means, without Raptor's prior written consent.

3.3 Confidentiality of Personal Information of an Individual. Each Party shall keep Personal Information of an Individual confidential and shall not use Personal Information of an Individual for any purpose other than as reasonably necessary to fulfill the terms of this Agreement. Neither Party shall disclose Personal Information of an Individual to any Third Party except as permitted by this Agreement. Subscriber shall not make Personal Information of an Individual available to any of its employees, contractors, or agents except those with a need to know. Each Party confirms that it has implemented and will continue to implement reasonable and appropriate measures to ensure the security and confidentiality of all Personal Information of an Individual, including protecting against unauthorized access to or use of same.

4. **Data Collection and Contribution.** Subscriber acknowledges and agrees that Raptor shall have the right, but not the obligation, to collect data and information related to Subscriber's use of the Subscription Services. Raptor shall be free to use such data and information and may disclose such data and information in an aggregated depersonalized manner that does not disclose the identity of Subscriber or any person associated with Subscriber. Collection, handling, and use of Personal Information of an Individual shall be pursuant to and in compliance with the terms of the then-current Raptor Privacy Policy provided on the Raptor Web Site.

5. **Equipment.**

5.1 Initial Equipment. Raptor hereby sells to Subscriber, and Subscriber hereby purchases from Raptor, the Initial Equipment.

5.2 Additional Equipment.

(a) If Subscriber desires to purchase Additional Equipment from Raptor, Subscriber shall complete and submit to Raptor an order form for such Additional Equipment.

(b) If Subscriber elects to purchase Additional Equipment using an order form, Raptor shall have the sole discretion to accept or reject each such order. A submitted order shall not be binding on Raptor unless and until Raptor provides Subscriber with Acceptance of such order. In no event shall the passage of time, acceptance of payment, or partial performance of the order be deemed to constitute Raptor's Acceptance of any order.

5.3 Delivery.

(a) All Equipment shall be delivered in accordance with Raptor's standard delivery schedule, but only to the extent such Equipment is in Raptor's available inventory. All Equipment shall be delivered F.O.B. Raptor's shipping dock. Subscriber shall be solely responsible for paying all freight and/or delivery costs of the Equipment and all costs of insuring delivery of the Equipment.

(b) Subscriber grants Raptor a purchase money security interest in and to the Equipment. Such security interest shall terminate, with respect to a piece of Equipment, upon Subscriber's payment in full of the purchase price (and all associated expenses and fees for which Subscriber is responsible) for such piece of Equipment.

6. **Subscriber Assistance.** Raptor shall be available during Raptor's standard business hours (exclusive of Raptor's observed holidays) to respond to questions regarding the use of the Subscription Services and the Equipment within a reasonable period of time.

7. **Fees.**

7.1 Subscription Services. Subscriber shall pay to Raptor, in advance, an annual fee for each of Subscriber's Campuses that will utilize the Subscription Services for such year (the "Annual Subscription Fee"). A Campus shall not use (or otherwise be entitled to use) the Subscription Services unless and until Subscriber has paid the Annual Subscription Fee for such Campus. Raptor may change, in Raptor's sole discretion, the Annual Subscription Fee once for each Contract Year, with each such change to be effective as of the first day of the following Contract Year, upon at least 60 days written notice to Subscriber prior to the commencement of such Contract Year.

7.2 Equipment.

(a) Subscriber shall pay to Raptor, on the Effective Date, the amounts set forth in Exhibit A.

(b) The purchase price for all Additional Equipment shall be based upon Raptor's price list in effect as of each such purchase. Subscriber shall pay to Raptor the purchase price for Additional Equipment upon Subscriber's receipt of such Additional Equipment; provided, however that if Subscriber utilizes a "purchasing department" (as the Parties understand such term) through which the purchase of Additional Equipment must be processed, then Subscriber shall pay to Raptor the purchase price for such Additional Equipment within 30 days following Subscriber's receipt of such Additional Equipment.

7.3 Past Due Amounts. All past due amounts under this Agreement shall bear interest until paid at the rate of the lesser of 1.5% per month or the maximum rate allowed by law.

7.4 Taxes. Subscriber shall pay or reimburse Raptor, as applicable, for any and all federal, state, and local sales, use, or similar taxes levied upon the services and equipment provided by Raptor, including, but not limited to, the Subscription Services and the Equipment, except for taxes based on the net income of Raptor. If Subscriber is a tax exempt entity, Subscriber shall make available to Raptor all necessary information required to validate Subscriber's tax exempt status to the applicable taxing authority.

8. **Term, Termination, and Suspension.**

8.1 Term. This Agreement shall be effective for an initial term beginning on the Effective Date and ending at 12:01 a.m. (San Diego, California time) on the first anniversary of the Effective Date for annual Subscription Services or for the specified period for prorated Subscription Services (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for subsequent terms of one year (each a "Renewal Term") commencing at 12:01 a.m. (Houston, Texas, time) on the applicable anniversary of the Effective Date, unless either Party has notified the other Party in writing at least 30 days prior to the end of the Initial Term or then-current Renewal Term, as applicable, of the non-renewal of this Agreement.

8.2 Termination. Either Party may terminate this Agreement immediately upon written notice to the other Party, if the other Party materially breaches this Agreement and such breach is not subject to cure, or if such breach is subject to cure, if the other party fails to cure such breach within 15 days after receiving written notice from the non-breaching Party describing such breach.

8.3 Suspension. If any amount due from Subscriber to Raptor pursuant to this Agreement is more than 5 days past due, Raptor may, at Raptor's option, suspend the Subscription Services until Subscriber has paid all outstanding amounts due (including, but not limited to, all outstanding interest and all collection fees).

8.4 Effect of Termination.

(a) Upon termination of this Agreement, (i) any and all amounts due to Raptor shall remain due and payable in accordance with the applicable payment terms, (ii) Subscriber shall immediately discontinue use of the Subscription Services, and (iii) all licenses granted to Subscriber by Raptor pursuant to this Agreement shall terminate immediately and without further notice.

(b) Any Personal Information of an Individual obtained by the Subscriber through the Subscription Services will be destroyed by the Subscriber upon termination of this Agreement. Subscriber indemnifies Raptor Group from any liability that arises from any publication, disclosure, or use of such data after the termination of this Agreement.

(c) Sections 1, 2.2(b), 2.2(c), 2.2(d), 2.3, 3, 5.3(b), 7.3, 7.4, 8.4, 9, 10, 11, and 12 shall survive termination of this Agreement.

9. **Disclaimers.**

9.1 No Warranties. RAPTOR PROVIDES THE SUBSCRIPTION SERVICES AND THE EQUIPMENT ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS. RAPTOR DISCLAIMS ALL WARRANTIES (EXPRESS OR IMPLIED) ARISING OUT OF, OR IN CONNECTION WITH, THE SUBSCRIPTION SERVICES AND THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 No Access Guarantee. RAPTOR IS NOT RESPONSIBLE FOR SUBSCRIBER'S INABILITY OR FAILURE TO ACCESS THE SUBSCRIPTION SERVICES, THE EQUIPMENT, THE THIRD PARTY INFORMATION, OR THE RAPTOR WEB SITE OR TO OTHERWISE USE THE SUBSCRIPTION SERVICES OR THE EQUIPMENT (INCLUDING, BUT NOT LIMITED TO OR INABILITY DUE TO HARDWARE OR SOFTWARE FAILURE OR INTERNET CONNECTIVITY).

9.3 Third Party Information. ALL THIRD PARTY INFORMATION IS PROVIDED OR MADE ACCESSIBLE TO SUBSCRIBER BY THIRD PARTIES. RAPTOR DOES NOT SCREEN, MONITOR, OR MODIFY THE THIRD PARTY INFORMATION AND DOES NOT GUARANTEE OR WARRANT THE ACCURACY, INTEGRITY, OR QUALITY OF THE THIRD PARTY INFORMATION OR THAT THE THIRD PARTY INFORMATION WILL BE PROVIDED OR MADE AVAILABLE TO SUBSCRIBER OR WILL FURTHER A LEGITIMATE BUSINESS OR PUBLIC SAFETY INTEREST. THE SUBSCRIPTION SERVICES' INCLUSION OF, OR PROVISION OF ACCESS, LINKS, OR REFERENCES TO, THIRD PARTY INFORMATION DOES NOT IMPLY APPROVAL OR ENDORSEMENT OF SUCH THIRD PARTY INFORMATION BY RAPTOR.

9.4 Use of Information. RAPTOR HEREBY DISCLAIMS AND SUBSCRIBER HEREBY ASSUMES ALL RESPONSIBILITY FOR DETERMINATIONS OF AN INDIVIDUAL'S STATUS IN ANY RESPECT BASED ON THE INFORMATION CONVEYED IN CONNECTION WITH THE SUBSCRIPTION SERVICES, INCLUDING BUT NOT LIMITED TO WHETHER AN INDIVIDUAL IS PERMITTED TO ACCESS ANY CAMPUS OR WHETHER AN INDIVIDUAL MATCHES ANY PROFILE DISPLAYED AS PART OF THE SUBSCRIPTION SERVICES. SUBSCRIBER IS SOLELY RESPONSIBLE FOR SUCH JUDGMENT-BASED DETERMINATIONS AND UNDERSTANDS THAT INFORMATION PROVIDED BY RAPTOR IS NOT INTENDED TO SUBSTITUTE FOR THE JUDGMENT OF OR DETERMINATIONS MADE BY SUBSCRIBER AND SUBSCRIBER'S EMPLOYEES AND CONTRACTORS. SUBSCRIBER IS SOLELY RESPONSIBLE, AND THEREFORE SOLELY LIABLE, FOR ANY HARM, DAMAGE OR CLAIM ARISING FROM THE DETERMINATION OF AN INDIVIDUAL'S STATUS OR THE PUBLICATION, DISCLOSURE, OR MISUSE OF PERSONAL INFORMATION OF AN INDIVIDUAL OBTAINED THROUGH THE SUBSCRIPTION SERVICES.

10. **Limitations.**

10.1 Types of Liability. RAPTOR SHALL HAVE NO LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF RAPTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Amount of Liability. RAPTOR'S LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN

TORT, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE ANNUAL SUBSCRIPTION FEES PAID TO RAPTOR BY SUBSCRIBER WITHIN THE IMMEDIATELY PRECEDING TWELVE MONTHS.

10.3 Causes of Action. SUBSCRIBER MAY NOT BRING ANY CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

11. **Indemnification.** Subscriber shall reimburse, defend, indemnify, and hold harmless the Raptor Group for, from, and against any and all claims, damages, losses, deficiencies, liabilities, penalties, charges, costs, and expenses arising out of, or in connection with, (i) Subscriber's legitimate or illegitimate use of, or failure to use, the Subscription Services, the Equipment, the Raptor Web Site, or the Third Party Information or (ii) legitimate or illegitimate use by another of, or failure by another to use, the Subscription Services, the Equipment, the Raptor Web Site, or the Third Party Information using Subscriber's account.

12. **Miscellaneous.**

12.1 Amendments. This Agreement may be changed, waived, or discharged only pursuant to a written agreement between the Parties.

12.2 Binding Effect. All terms and conditions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

12.3 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

12.4 Entire Agreement. This Agreement, together with (i) any online order receipts or invoices for the Subscription Services or Equipment and (ii) any schedules, exhibits or addenda attached hereto, embodies the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. To the extent that the terms or provisions of any purchase order or other form provided by your organization conflict with the terms of this Agreement, the terms of this Agreement shall control.

12.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

12.6 Notices.

(a) Any notices to be given under this Agreement by either Party to the other Party shall be deemed to have been duly given if given in writing and personally delivered, sent by nationally recognized overnight courier, or sent by mail, certified, postage prepaid with return receipt requested, in each case, at the address for such Party set forth below:

(i) If to Raptor, addressed to:

P.O. Box 7966
Houston, Texas 77270
Attention: Jim Vesterman

(ii) If to Subscriber, addressed to the individual and address appearing on the signature page of this agreement.

(b) Notices delivered personally or by courier shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated as of 10:00 a.m. on the third business day after mailing.

(c) Any Party may change such Party's address for notice under this Agreement by giving notice of such change in the manner provided in this Section 12.6.

12.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California (without regard to California's conflicts of laws rules). Venue of any action or arising out of, or in connection with, this Agreement shall lie exclusively in the courts located in San Diego County, California.

12.8 Costs. Each Party shall pay all of such Party's own expenses relating to the negotiation and preparation of this Agreement, including, but not limited to, the fees and expenses of such Party's counsel.

12.9 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a Party.

12.10 Relationship of Parties. Nothing in this Agreement shall create, or be deemed to create, the relationship of partners, joint ventures, or principal-agent between the Parties. Neither Party shall have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf or in the name of the other Party or to bind the other Party in any manner whatsoever, nor shall either Party make any representation, warranty, covenant, agreement, or commitment on behalf of the other Party.

12.11 Force Majeure. Raptor shall not be in default of this Agreement by reason of any failure of Raptor's performance under this Agreement if such failure results, whether directly or indirectly, from a cause beyond Raptor's reasonable control, including, but not limited to, any (i) failure of Internet access (including, but not limited to, failure related to Internet service providers), (ii) international, federal, state, or local law, statute, or regulation, (iii) act of God, (iv) war or terrorism, (v) civil disturbance, (vi) act of any government, or (vii) lack of timely instructions or essential information from Subscriber.

12.12 Assignment. Subscriber may not assign this Agreement (or delegate Subscriber's rights, duties, or obligations under this Agreement) without the prior, express, and written consent of Raptor, which consent may be withheld in Raptor's sole discretion.

12.13 No Waiver. The waiver or failure of Raptor to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any further right under this Agreement.

12.14 Captions. Captions or headings in this Agreement are only for reference and are not to be considered in interpreting the Agreement. "Section" refers to a section of this Agreement, unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, your organization agrees to be bound by the terms of this Agreement, as evidenced by the signature of the organization's duly authorized representative.

Subscriber

By: _____
Signature Date

_____
Printed Name

_____
Position

_____
Organization

_____
Address

Raptor Technologies, LLC

By: _____
Signature Date

_____
Printed Name

_____
Position

_____
Organization

_____
Address

RAPTOR™
TECHNOLOGIES

Protect Every Child, Every School, Every Day
Federal Tax ID #45-4914152

Opportunity Owner	Edward Kenna
Quote Number	201612-16746
Created Date	12/26/2016
Expiration Date	12/31/2016

Account Name	San Ysidro Elementary School District	Billing Address	4350 Otay Mesa Rd. San Ysidro, CA 92173

Product	Product Description	Sales Price	Quantity	Total Price
Annual Access Fee	One (1) year Raptor Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor Alert Monitoring service and technical support is included.	$480.00	1.00	$480.00
Database Setup	One-time database setup fee (per location).	$350.00	1.00	$350.00
Raptor 450 Turbo Label Printer	Badge printer for visitors and/or student tardy passes -- 2 year limited warranty.	$139.00	1.00	$139.00
Raptor Duplex Scanner	ID scanner for state issued identification cards -- 1 year limited warranty.	$495.00	1.00	$495.00
Raptor Visitor Badges (White)	Raptor visitor badges (10 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	$100.00	1.00	$100.00
Shipping and Handling Fee	Required on all new orders.	$36.00	1.00	$36.00

Grand Total $1,600.00

SUBMIT PURCHASE ORDERS:
Email to orders@raptortech.com or fax to 713-880-2577 or mail to P.O. Box 7966 :: Houston, TX :: 77270-7966
REMIT CHECK PAYMENTS TO THE ADDRESS BELOW (always include an invoice number/detailed paperwork with your payment):
Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458
Order equipment and supplies or pay your renewal online with credit card at: www.shop.raptortech.com
Phone 713-880-8902 x 3 :: Fax 713-880-2577 :: orders@raptortech.com

TERMS AND CONDITIONS:
1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at www.raptortech.com/Agreement.html

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: REVISED MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PROFESSIONAL LEARNING

BACKGROUND INFORMATION:
San Ysidro School District is implementing a district-wide focus on increasing student progress in reading. The purpose of this Memorandum of Understanding (MOU) is to provide support to K to 8th grade special education teachers in expanding their professional knowledge to increase student reading ability through small group literacy instruction and using assessment data to guide instructional decisions. San Diego County Office of Education (SDCOE) will provide two, 2-hour professional learning sessions (PLS) and 20 hours on site coaching at specific schools. The term of the agreement is from January 30, 2017 to June 30, 2017. Cost implications will be $3,000.00 for staff development and coaching.

On January 26, 2017, the Governing Board approved the memorandum of understanding for professional learning. This revised MOU reflects the agreement is between the District and The San Diego County Superintendent of Schools and not the SDCOE.

RECOMMENDATION:
Approve/Ratify the revised Memorandum of Understanding with the San Diego County Superintendent of Schools for professional learning and coaching to Special Education teachers at a cost not to exceed $3,000.00 from Special Education fund.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Estimated $3,000.00 (Amount)	Special Education (Name of funding source and/or location)	0100-6500000-5770-1190-5800010-054 (Funding account number)

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

Superintendent's Office Certification:

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

AND

SAN YSIDRO SCHOOL DISTRICT

FOR PROFESSIONAL LEARNING

This Memorandum of Understanding (MOU) for professional learning made and entered into the San Ysidro School District, hereinafter referred to as SYSD and the San Diego County Superintendent of Schools, on behalf of its Learning and Leadership Division, hereinafter referred to as COUNTY or SDCOE.

I. PURPOSE SCOPE & INTENDENT OUTCOME

A. PURPOSE:
San Ysidro School District is implementing a district wide, focus on increasing student progress in reading. The purpose of this proposal is to provide support to TK to grade 8 teachers in expanding their professional knowledge to increase student development of early reading behaviors.

B. SCOPE:
The SDCOE English Language Arts Coordinator will provide 2 hours of Professional Learning Sessions (PLS) for SYSD on January 30-31, 2017 and 20 hours on site coaching at specific schools between February, 2017 through June, 2017.

II. DISTRICT RESPONSIBILITIES

A. SYSD will determine and provide the facilities for PLS.
B. SYSD will contact and inform participation teachers of all pertinent information.
C. SYSD will provide the registration process.
D. SYSD will provide handouts copies for PLS.

III. SDCOE RESPONSIBILITIES

A. SDCOE will provide a facilitator who will plan and deliver PLS.
B. SDCOE will provide handouts one week prior to PLS for SYSD to make copies.

C. SDCOE will provide supplies such as supply boxes, and chard paper for the PLS.
D. SDCOE will meet with leadership team after the PLS to support next steps.

IV. OWNERSHIP OF MATERIALS

All materials and documents, including without limitation memoranda, reports, specifications, designs, plans, maps and other documents prepared for, or obtained related to the scope of, this proposal shall be property of SDCOE from the moment of their creation.

V. PROPOSAL

This proposal shall begin January 30, 2017 and may continue through June 30, 2017.

VI. PAYMENT

District agrees to Pay SDCOE for services provided, within 30 days of receipt of invoice.

- The total proposed cost shall be no more than $3,000.00.

Fees shall include:

- One SDCOE facilitator for $750.00
- Planning for all sessions for $750.00
- 20 hours of coaching between February and May, 2017 for $1,500.00.

VII. GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the proposal, agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

VIII. COMPLIANCE WITH LAW

The parties shall be subject to, and shall comply with, all Federal state, and local laws and regulations applicable with respect to its performance under this Proposal including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

IX. ENTIRE PROPOSAL

This proposal represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provision hereof. This Agreement

may not be amended in any way except by writing duly executed by both parties hereto.

X. HOLD HARMLESS

Each party agrees to hold harmless, defend, and to indemnify the other, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from or alleged to have arisen from the indemnifying party's performance or lack thereof under this proposal.

XI. CANCELATION OF AGREED PROPOSAL

This agreement may be cancelled prior to January 30, 2017 upon mutual written agreement of the parties in the event of cancellation of this Agreement, payment of fees for services provided to cancellation will be immediately due and payable to COUNTY.

XII. CONTACT INFORMATION

For SDCOE	For SYSD
Cynthia Craft English Language Arts Coordinator Learning and Leadership Services 6401 Linda Vista Road, 321 South San Diego, CA 92111 858-569-5407 cynthia.craft@sdcoe.net	Janette Ridgels Interim Director of Special Education San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 619-428-4476 ext. 3032 janette.ridgels@sysd.k12.ca.us

XIII. FINAL APPROVAL
This agreement is of no force or effect until approval by signature by the county Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

San Diego County Superintendent of Schools	San Ysidro School District
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Lora L. Duzyk	J. Arturo Sanchez-Macias
Name (Type or print)	Name (Type or print)
Assistant Superintendent, Business Services	Deputy Superintendent
Title	Title
_____	_____
Date	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SECOND AMENDMENT TO THE AGREEMENT WITH PAMELA MCDANIEL

BACKGROUND INFORMATION:
Due to the existing need to provide students who cannot normally benefit from and/or participate in regular, modified or specially designed physical education. The District hired a Consultant for Adapted Physical Education (APE). The APE Consultant will provide initial and triennial assessments for students who require APE evaluations, and be a part of IEP meetings to present assessment results and students' progress.

The Special Education Department would like to extend the services to include initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost of $5,000.00 for the rest of 2016-2017 school year.

RECOMMENDATION:
Approve the second amendment to the agreement with Pamela McDaniel as an Adaptive Physical Education Consultant for school year 2016-2017 at an additional not to exceed cost of $5,000.00 from Special Education funds.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$5,000.00	Special Education	
(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
PAMELA McDANIEL

For Adaptive Physical Education Consultant Services

AMENDMENT NO. 2

This AMENDMENT is made effective on April 13, 2017, and it is made by and between Pamela McDaniel 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 July 1, 2016 currently provides services initial and triennial assessments for students who require Adaptive Physical Education (APE) 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 $5,000.00.

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 $5,000.00 to original contract. The new contract not to exceed amount is $25,000. All other terms and conditions on original agreement dated July 1, 2016 remain the same.

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

CONSULTANT:

Pamela McDaniel
11270 ½ Portobelo Dr.
San Diego, CA 92124
(619) 379-6470

DISTRICT:

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

Signature	Signature
Pamela McDaniel Name & Title	J. Arturo Sanchez- Macias, Deputy Superintendent Name & Title
Pmcdaniel2009@yahoo.com Email	arturo.macias@sysd.k12.ca.us Email
Date signed	Date signed / Board approved 12.13.9

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition
Paloma Perez, Assistant Director

AGENDA ITEM: AGREEMENT WITH ATMOSPHERE CONSTRUCTION AND DESIGN

BACKGROUND INFORMATION:
The Child Nutrition Department purchased two combiovens to be installed at the Willow Elementary kitchen with the purpose of preparing nutritious meals for the students in a more efficient and effective manner. Under the Department of Environmental Health, Nutrition Services shall submit three sets of plans for approval to proceed with the site field inspection prior to installing the ovens .

Atmosphere Construction and Design is an experience company that will assist with the food service drawings for the installation of the two combi ovens at Willow School and permit processing that is required by the San Diego Environmental Health and Food Safety Department.

RECOMMENDATION:
Approve the agreement with Atmosphere Construction and Design for food service drawings and permit processing at a cost of $3,500.00 from the Child Nutrition fund.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$3,500.00	Child Nutrition Fund 13	
(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

ATMOSPHERE
CONSTRUCTION AND DESIGN
3039 Hoover Avenue, National City, CA 91950
Phone (619) 934-4501 Fax (619) 934-4524
www.ACDinteriors.com—LIC# 916553

BID DATE: February 22, 2017
PROJECT: Willow Elementary
LOCATION: 226 Willow Road, San Ysidro, CA 92173
CLIENT: San Ysidro School District

BID AMOUNT: $3,500.00

- Food Service Drawings for Installation of 2 Combi Ovens
- Permit Processing for San Diego Environmental Health and Food Safety Department

BASE BID DESCRIPTION:

- Kitchen and Bar Drawings
  - Title Sheets & Notes, Site Plan, Floor Plan, Hood Plans, Equipment Plan and Schedule, Elevations and Details
  - Rough Mechanical, Electrical, Plumbing Drawings

- Permit Processing for San Diego Health Department
  - Submittal of plans to San Diego Health Department
    - Includes all required drawings/meetings for submittal and permit acquisition

EXCLUSIONS:

- **Permit costs or any fees assessed by government entities with jurisdiction to this project.**
- **Building Department Drawings or Permit Processing for those drawings**
- Title 24 Energy Calculations
- Interior Design Services
- Structural drawings
- 3D Renderings
- Additional Design services not listed above Initials _____

TERMS:

- $1,000.00 retainer and $2,500.00 upon permit approval.
- Credit card payments will be assessed a 2.9% fee to the amount charged.
- Additional items requested outside of base bid will incur additional fees
- Blueprinting fees billed separately
- Bid is valid for 30 days.

2/22/17

Katherine Magallon & Date
Principal, Atmosphere Construction & Design

Client: Signature & Date
The San Ysidro School District

ATMOSPHERE
CONSTRUCTION AND DESIGN

TERMS AND CONDITIONS: Atmosphere Construction and Design, herein known as ACD, shall perform the services outlined in this agreement for the stated fee arrangement according to the following Terms and Conditions unless stipulated otherwise by a prepared Standard Form of Agreement between ACD and San Ysidro School District herein known as the CLIENT.

STANDARD OF CARE: In providing services under this Agreement, ACD will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession and under similar circumstances.

VERIFICATION OF EXISTING CONDITIONS: In as much as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Clients expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Consultant's Additional Services, arising from the discovery of concealed or unknown conditions in the existing structure.

CHANGED CONDITIONS: If during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to ACD are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, ACD may call for renegotiation of appropriate portions of this Agreement. ACD shall notify the Client of the changed conditions necessitating renegotiation, and ACD and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. Once additional terms are agreed to a written work change order shall executed by both parties. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

INFORMATION PROVIDED BY OTHERS: The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instruction required by this Agreement ACD may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

UNAUTHORIZED CHANGES: In the event the Client consents to, allows, authorizes, or approves of any changes to the plans, specifications or other construction documents, and these changes are not approved in writing by ACD, the Client recognizes that such changes and the results thereof are not the responsibility of ACD. Therefore, the Client agrees to release ACD from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnity and holds ACD harmless from any damage, liability, or cost that (including reasonable attorneys' fees and costs of defense) arises from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of ACD.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, drawings, specifications, computer files, field data, notes and other documents or instruments prepared by ACD as instruments of service shall remain the property of ACD. ACD shall retain all common law, statutory and other reserved rights, including the copyright thereto. Client may have use of ACD plans, interior design items and the like for future use. ACD will provide a hard copy and electronic files in PDF form with the complete construction set and interior design elevations.

SOILS: ACD makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. If the Client elects not to have a soils investigation performed for this project, the foundation design will be based on the minimum soil bearing capacity as specified in the current version of the California Building Code (2010 CBC). Engineer makes no representations concerning the suitability of the soils and/or minimum soil values allowed by the CBC.

ASSIGMENT: Neither party of this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Sub-contracting to sub-consultants normally contemplated by ACD shall not be considered as assignment for purposes of this Agreement.

DISPUTE RESOLUTION: In efforts to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and ACD agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and ACD further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Client and ACD, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ACD and his/her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of ACD and his sub-consultants and to all those named shall not exceed ACD's total fee for services rendered on this project. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor ACD, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, lo s of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and ACD shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project

SUSPENSION OF SERVICE: If the project is suspended for more than thirty (30) calendar days in the aggregate, ACD shall be compensated for the services performed and charges incurred prior to receipt of notice to suspend. If the project is suspended for more than ninety (90) calendar days in the aggregate, ACD may, at his option, terminate this Agreement upon giving notice in writing to the Client

ATTORNEYS' FEES: Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

SEVERABILITY: Any term or provision of this agreement found to be invalid under any applicable statue or rule of law shall be deemed omitted and the remainder of this agreement shall remain in full force and effect

TERMINATION: This Agreement may be terminated by either party upon a seven (7) day written notice should the other party fail substantially to perform in accordance with its terms, through no fault of the other. In the event of termination due to the fault of others than ACD, ACD shall be paid for services performed to termination date, including reimbursable costs then due.

Client Signature: _____

Date: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

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

BACKGROUND INFORMATION:
On February 23, 2017, the Governing Board approved the agreement with Xerox MRC for the replacement of copiers located throughout the District. It is imperative that copiers located at each office have access to the fax feature. The cost to include this feature on 14 copiers is $237.68.

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

	Quantity	New Equipment Monthly Lease Cost
Xerox 5945i	15	$2,341.65
Xerox 5875i	10	$2,599.99
Xerox D95	9	$3,427.87
Fax feature	**14**	**$237.68**
New Total Monthly:		**$8,607.19**

RECOMMENDATIONS:
Approve/Ratify the amendment to the five (5) year agreement with MRC Smart Technology Solutions, a Xerox Company, for copiers/equipment and copy print charges at an additional $237.68 to include fax capability. The new monthly amount is $8,607.19 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

ESTIMATED MONTHLY $8,607.19 (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

Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

Cost Per Copy Agreement

xerox

Lease Agreement #	Dealer Name:

LESSEE INFORMATION

Full Legal Name	DBA		
San Ysidro School District			
Billing Address	**City**	**State**	**ZIP Code**
4350 Otay Mesa Road	San Ysidro	CA	92173
Phone / **Contact Name**	**Contact Email**	**Lessee PO# (Optional)**	
619.428.4476 / Aracelli Sanchez	asanchez@sysd.k12.ca.us		

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
15	5945i		
10	5875i		
9	D95		

Equipment Location (if different from Billing Address)

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): 60, plus the Interim Period, if any	B&W				
	Color				
Monthly Lease Payment: $ 8,607.19 plus applicable charges & taxes	Color Level 1			N/A	N/A
	Color Level 2			N/A	N/A
	Color Level 3			N/A	N/A

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer	Date	Federal Tax ID # (Required)
X		
Print Name	**Title (indicate President, Partner, Proprietor, etc.)**	
J Arturo Sanchez-Macias	Deputy Superintendent	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period, plus any applicable Excess Charges. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of $125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

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

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

4. **Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS.** Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

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

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

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

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

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

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

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

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

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

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

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

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

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

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

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

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

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

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

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

Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856

xerox

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

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

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

Section 2. Lease, Payments and Late Payments. The following language is hereby deleted: whether or not XFS invoices you.

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

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

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance.

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

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

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

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

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

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

SERVICE AGREEMENT

CUSTOMER INFORMATION

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

RATE

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

AUTHORIZATION

CUSTOMER AGREES TO PURCHASE AND MRC AGREES TO PROVIDE MAINTENANCE SERVICE, PARTS, AND SUPPLIES, UNLESS OTHERWISE STATED HEREIN, FOR THE EQUIPMENT LISTED ON THE ATTACHED SCHEDULE A AND/OR B ("EQUIPMENT") IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH IS ATTACHED HERETO (TOGETHER, THIS "AGREEMENT"). PAPER, LABELS, TRANSPARENCIES, OR STAPLES ARE NOT INCLUDED. THE AGREEMENT TERM STARTS ON THE LATER OF THE DATE ON WHICH NEW EQUIPMENT IS INSTALLED BY MRC OR THE CUSTOMER SIGNATURE DATE BELOW. BY SIGNING, THE CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGES THAT THE AGREEMENT IS NOT BINDING ON MRC UNTIL SIGNED BY ITS CFO OR VP OPERATIONS.

CUSTOMER COMPANY NAME: San Ysidro School District	MRC Smart Technology Solutions, Inc.	
CUSTOMER AUTHORIZED SIGNATURE	MRC AUTHORIZED SIGNATURE	
PRINT NAME: J. Arturo Sanchez-Macias	PRINT NAME	
TITLE: Deputy Superintendent	TITLE: CFO / VP OPERATIONS	
DATE	DATE	SALES REPRESENTATIVE

REV 12142016

SCHEDULE A = NEWLY ACQUIRED MACHINES FROM MRC

CUSTOMER NAME San Ysidro School District

Asset Id	School Site	Address	Replacement Model	Accessories	Serial Number	Meter	Lease Cost	CPC	Current Equipment Model	Serial Number
	La Mirada Elementary	222 Avenida La Madrid	5875i	Finisher / Fax			272.55	0.0049	5775	xel560051
	La Mirada Elementary	222 Avenida La Madrid	d95	Booklet Maker			391.60	0.0056	5775	xel623666
	San Ysidro District Location	4350 Otay Mesa Rd	5875i	Stapler finisher / Fax			272.55	0.0049	5765	xel559432
	San Ysidro District Location	4350 Otay Mesa Rd	5875i	Stapler finisher / Fax			272.55	0.0049	5765	xel559790
	San Ysidro District Location	4350 Otay Mesa Rd	5875i	Stapler finisher / Fax			272.55	0.0049	5765	xel559850
	San Ysidro District Location	4350 Otay Mesa Rd	5875i	Stapler finisher / Fax			272.55	0.0049	5765	xel623571
	San Ysidro District Location	4350 Otay Mesa Rd	5875i	Stapler finisher / Fax			272.55	0.0049	5765	xel623696
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058	5745	xeh767506
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058	5775	xel560186
	Ocean View Hills	4919 Del Sol Blvd	d95	Booklet Maker			391.60	0.0056	5775	xel560870
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher / Fax			176.11	0.0058	5745	XEH767588
	Ocean View Hills	4919 Del Sol Blvd	d95	Staple Finisher			359.42	0.0056	5745	xeh767586
	Ocean View Hills	4919 Del Sol Blvd	5945i	Staple Finisher			156.11	0.0058	5745	xeh767762
	San Ysidro Middle	4345 Otay Mesa Road	5945i	Staple Finisher / Fax			176.11	0.0058	5745	xeh767561
	San Ysidro Middle	4345 Otay Mesa Road	5875i	Staple Finisher / fax			272.55	0.0049	5775	xel558878
	San Ysidro Middle	4345 Otay Mesa Road	d95	booklet maker			391.60	0.0056	5775	xel560808
	Smythe Elementary	1880 Smythe Ave	5945i	Stapler finisher / Fax			176.11	0.0058	5745	xeh767531
	Smythe Elementary	1880 Smythe Ave	d95	Booklet Maker			391.60	0.0056	5775	xel560110
	Smythe Elementary	1880 Smythe Ave	5875i	Staple Finisher			252.55	0.0049	5775	xel568141
	Smythe Elementary	1880 Smythe Ave	5875i	stapler finisher			252.55	0.0049	5775	xel623911
	San Ysidro District Location	4350 Otay Mesa Road	d95	stapler finisher			359.42	0.0056	5765	xel559436
	Smythe Elementary / Child Development	1880 Smythe Ave	5945i	Staple Finisher / Fax			176.11	0.0058	5745	xeh767566
	sunset elementary	3825 Sunset Ln	5945i	Staple Finisher / Fax			176.11	0.0058	5745	xeh767466
	sunset elementary	3825 Sunset Ln	d95	Booklet Maker			391.60	0.0056	5775	xel560061
	sunset elementary	3825 Sunset Ln	5945i	Staple Finisher / fax			176.11	0.0058	5775	xel623695
	Vista Del Mar	4885 Del Sol Boulevard	5945i	Staple Finisher			156.11	0.0058	5745	xeh767574
	Vista Del Mar	4885 Del Sol Boulevard	5945i	Staple Finisher			156.11	0.0058	5745	xeh767782
	Vista Del Mar	4885 Del Sol Boulevard	d95	Booklet Maker			391.60	0.0056	5775	xel560161
	Vista Del Mar	4885 Del Sol Boulevard	5875i	Staple Finisher			252.55	0.0049	5775	xel623912
	Willow Elementary	226 Willow Rd	5945i	Staple Finisher			156.11	0.0058	5745	xeh767781
	Willow Elementary	226 Willow Rd	5945i	Staple Finisher / fax			176.11	0.0058	5775	xel559670
	Willow Elementary	226 Willow Rd	d95	Booklet Maker			391.60	0.0056	5775	xel560040
	Willow Elementary	226 Willow Rd	5945i	Staple Finisher			156.11	0.0058	5775	xel568158
	Willow Elementary	226 Willow Rd	5945i	Staple Finisher			156.11	0.0058	5775	xel623497

DATE

CUSTOMER SIGNATURE

MRC
Smart Technology Solutions
A xerox Company

March 24, 2017

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

RE: Proposed Bailment with MRC Smart Technology Solutions, Inc.

Arturo Macias-Sanchez

Please find this document satisfactory in description of the commitments that MRC Smart Technology Solutions, Inc. ("MRC") has made to San Ysidro School District ("Customer") as an inducement to enter into a new lease agreement, no later than March 29th, 2017, with MRC as the supplier of certain new, leased equipment and with Xerox Financial Services as lessor (the "Lease") of certain new, leased equipment (the "Leased Equipment"). This document is to clarify the party's commitments in regards to the Lease agreement. For good and valuable consideration, upon Customer's completion of the Lease agreement:

MRC has agreed to pick-up and store, at no charge to Customer, 34 incumbent copiers originally purchased from Xerox (the "Copiers") and leased through Xerox Direct ("Lessor") on lease number 7118594-001. The Copiers are:

Manufacturer	Model	Serial Number
Xerox	5775	xel560051
Xerox	5775	xel623666
Xerox	5765	xel559432
Xerox	5765	xel559790
Xerox	5765	xel559850
Xerox	5765	xel623571
Xerox	5765	xel623696
Xerox	5745	xeh767506
Xerox	5775	xel560186
Xerox	5775	xel560870
Xerox	5745	xeh767586
Xerox	5745	xeh767586
Xerox	5745	xeh767762
Xerox	5745	xeh767561

Xerox	5775	xel558878
Xerox	5775	xel560808
Xerox	5745	xeh767531
Xerox	5775	xel560110
Xerox	5775	xel568141
Xerox	5775	xel623911
Xerox	5765	xel559436
Xerox	5745	xeh767566
Xerox	5745	xeh767466
Xerox	5775	xel560061
Xerox	5775	xel623695
Xerox	5745	xeh767574
Xerox	5745	xeh767782
Xerox	5775	xel560161
Xerox	5775	xel623912
Xerox	5745	xeh767781
Xerox	5775	xel559670
Xerox	5775	xel560040
Xerox	5775	xel568158
Xerox	5775	xel623497

2) Customer must timely submit their letter of intent to Lessor in accordance with Copier lease terms (usually 90 days before lease term date).
3) Customer must communicate to MRC the Lessor's full and complete Copier lease return instructions for all Copiers within one week of lease completion.
4) Customer must facilitate timely access to Copiers.
5) Subject to the terms of Lessor's lease, Customer remains responsible for any trailing unpaid fees, renewal costs (if any), and taxes associated with the Copiers. Further, Customer shall remain responsible to Lessor for the buy-out (if any) as well as any late fees which result from untimely or incomplete provision of Copier lease return instructions to MRC.
6) Customer warrants that the Copier lease is not in default in any manner.

Should the Lease fail to timely complete for any reason this offer shall be void. In this event, Customer shall remain solely responsible for any and all costs assessed by MRC and/or Xerox Direct with regard to Lessor's lease completion process and the timely return of the Copiers.

Upon timely completion of the Lease, MRC covenants

to: 1) Pick-up the Copiers at these locations(s):

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

2) For the Leased Equipment, provide delivery, setup, installation, training, and connection to Customer's network jack at no additional charge to Customer.
3) This bailment provides for complimentary pick up and storage of Copiers for a period not to exceed 60 days month after lease termination date, or June 3rd, 2017, whichever occurs first. MRC assumes no responsibility for damage to Copiers which occurred prior to the date/time that MRC picked up Copiers from Customer's location(s).
4) Upon receipt of lease return instructions from Customer, at no charge to Customer, MRC will schedule the end-of-lease return of the Copiers to the US destination instructed by Customer, on behalf of Customer, and in accordance with Lessor's return instructions. **UNLESS FOR NEGLIGENCE DIRECTLY ATTRIBUTABLE TO MRC, CUSTOMER ASSUMES ALL RESPONSIBILITY FOR LOSSES WHICH MAY OCCUR IN STORAGE OR SHIPMENT.**
5) **If any, finalizing meter overages, trailing unpaid fees and property taxes will remain the responsibility of Customer.**

Further, Customer agrees to purchase a MRC service and supply agreement for the term of the lease for the new Leased Equipment.

For the avoidance of doubt, this offer expressly excludes any devices or equipment not specifically detailed in the table under Section 1.

So acknowledged.

San Ysidro School District	MRC Smart Technology Solutions, Inc.
By _____	By: _____
Name: Arturo Sanchez- Macias	Name: Doug Warden
Title: Deputy Superintendent	Title: Senior Vice President
Date:	Date:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENTS WITH PRINCIPAL'S EXCHANGE FOR ACADEMIC SUPPORT SERVICES AT LA MIRADA, OCEAN VIEW HILLS AND WILLOW SCHOOLS

BACKGROUND INFORMATION:
Principal's Exchange is a State-approved Technical Support Provider, who supports the District in their continued efforts to promote student success. Principal's Exchange has been providing academic support services to La Mirada, Ocean View Hills and Willow Schools.

The services provided for each school are as follows:

- La Mirada – ELD Academic Support: *ELD Guided Planning and Learning Walks with Teacher Feedback* with a cost of $15,000.00
- Ocean View Hills – Academic Support and Power Clinics: *Review ELA Block, Grade level Planning, Learning Walk and facilitate teachers teaming and trading students to deliver and ELD/ALD/RTI period* with a cost of $20,000.00
- Willow - Academic Support and Power Clinics: *Review ELA Block, Grade level Planning, Learning Walk and facilitate teachers teaming and trading students to deliver and ELD/ALD/RTI period* with a cost of $30,000.00

These services will be paid out of the Title I Site fund and this have been approved in the school's Single Plan for Student Achievement.

RECOMMENDATION:
Approve/Ratify the agreements with Principal's Exchange to provide Academic Support Services at La Mirada, Ocean View Hills and Willow Schools from November 2016 to April, 2017 at a cost not to exceed $65,000.00 from the Title I, Site 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	

$65,000.00	Title I, Site Fund	
(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

Principal's Exchange
2101 E 4th St. Bldg B, 2nd Floor
Santa Ana, CA 92705

January 10, 2017

To: Manuela Colom, **Principal**
La Mirada Elementary School

From: Marty Maya, Senior Operations Manager
Principal's Exchange

Re: Academic Support

It is with pleasure that we submit this proposal to partner with your school. As a State-approved technical support provider, we welcome the opportunity to support La Mirada Elementary School in your continued efforts to promote student success through a data-driven systems framework. The table below outlines the projects you have requested.

<table>
<tr><th></th><th>Description</th><th>Timeframe/Cost</th></tr>
<tr><td>Academic Support

ELD – Bulking up for SBAC</td><td>The focus of the ELD Academic Support will be to provide the following services:
1. ELD Guided Planning
2. Learning Walks with Teacher Feedback
Timeline and Topics:
<table><tr><th>ELD Guided Planning</th><th>Learning Walks with Teacher Feedback</th></tr><tr><td>2/1/17</td><td>2/9/17</td></tr><tr><td>2/8/17</td><td>3/2/17</td></tr><tr><td>2/22/17</td><td></td></tr><tr><td>3/1/17</td><td></td></tr><tr><td>4/12/17</td><td></td></tr></table></td><td>February 2017-April 2017

Proposal not to exceed
$15,000</td></tr>
<tr><td>Total</td><td></td><td>$15,000</td></tr>
</table>

I am available to discuss any part of this proposal at your convenience. Please do not hesitate to contact me at: Email: marty_c@principals-exchange.org Ph. 626.644 8003

Principal's Exchange
2101 E 4th St. Bldg B, 2nd Floor
Santa Ana, CA 92705

December 1, 2016

To: **Ms. Aviles Principal**
Ocean View Hills Elementary School

From: Marty Maya, Senior Operations Manager
Principal's Exchange

Re: Academic Support

It is with pleasure that we submit this proposal to partner with your school. As a State-approved technical support provider, we welcome the opportunity to support Ocean View Hills Elementary School in your continued efforts to promote student success through a data-driven systems framework. The table below outlines the projects you have requested.

	Description	Timeframe/ Cost
Academic Support **Power Clinics**	The focus of the Power Clinics will be to: 1. Review the ELA Block with teachers for the following elements: a. Word Study b. Guided Reading c. Centers 2. Facilitated Grade level planning for ELA elements 3. Learning Walk to observe and give feedback to teachers and Admin Team on ELA Block 4. Establish a 45 minute period beyond the ELA protected block, by grade level, to serve the specialized needs of students in a leveled setting. Facilitate teachers teaming and trading students to deliver an ELD/ALD/RTI period. **Word Study** ➢ **Word Study** - 30 min daily, no more than 15 minutes per strategy, except for Roots ▪ Purpose: Vocabulary and Concept Development ▪ Approach: A combination of upbeat, game-like strategies **Small Group - Guided Reading and Centers/Stations** ➢ **Guided Reading (20 min per group, 3 groups per day)** ▪ Purpose o To build students' ability to read with fluency and comprehension at incrementally increasing reading levels o To have students apply target standards using text at their instructional reading level ▪ Approach: Leveled, guided reading with small leveled groups while other students work on Centers/Stations ➢ **Centers and Stations** ▪ Purpose o To provide students with additional practice on target and review standards o To give students practice with self-directed, collaborative learning o To promote student practice using academic language	**January – April 2017** **Proposal not to exceed $20,000**

Principal's Exchange
2101 E 4th St. Bldg B, 2nd Floor
Santa Ana, CA 92705

- Approach: Leveled, guided reading with small leveled groups while other students work on high-impact, low-prep Centers/Stations

Date	Topic	Audience
TBD	Hoover Site Visit	OVH Leadership Team
1.9.2017	Guided Reading and Centers	Grades K-6
1.11.2017	Planning Guided Reading and Centers (*OVH provides subs)	Grades 4-6
1.12.2017	Guided planning (TT support)	Grades 4-6
1.24.2017	Observation w/Feedback	Site Admin Team
1.25.2017	Golden Ticket PD (*OVH provides subs)	Grades 4-6
1.26.2017	Guided planning (TT support)	Grades 4-6
2.1.2017	Observation w/Feedback	Site Admin Team
TBD – 4 Days	FPM Compliance Support	Site Admin Team

Total		**Proposal not to exceed $20,000**

I am available to discuss any part of this proposal at your convenience. Please do not hesitate to contact me at:

- Email: marty_c@principals-exchange.org_ Ph. 626.644 8003

Principal's Exchange
2101 E 4th St. Bldg B, 2nd Floor
Santa Ana, CA 92705

October 12, 2016

To: **Mr. Bojorquez, Principal**
Willow Elementary School

From: Marty Maya, Senior Operations Manager
Principal's Exchange

Re: Academic Support

It is with pleasure that we submit this proposal to partner with your school. As a State-approved technical support provider, we welcome the opportunity to support Willow Elementary School in your continued efforts to promote student success through a data-driven systems framework. The table below outlines the projects you have requested.

	Description	Timeframe/ Cost
Academic Support **Power Clinics**	The focus of the Power Clinics will be to: 1. Review the ELA Block with teachers for the following elements: a. Word Study b. Guided Reading 2. Centers 3. Facilitated Grade level planning for ELA elements 4. Learning Walk to observe and give feedback to teachers and Admin Team on ELA Block 5. Establish a 45 minute period beyond the ELA protected block, by grade level, to serve the specialized needs of students in a	**October 2016-April 2017** **Proposal not to exceed** $30,000

leveled setting. Facilitate teachers teaming and trading students to deliver an ELD/ALD/RTI period.

Word Study ➢ **WordStudy**-30min daily, no more than15 minutes per strategy, except for Roots

§ Purpose: Vocabulary and Concept Development

§ Approach: A combination of upbeat, game-like strategies **Small Group - Guided Reading and Centers/Stations**

➢ **Guided Reading (20 min per group, 3 groups per day)**

§ Purpose

o To build students' ability to read with fluency and comprehension at incrementally increasing reading levels

o To have students apply target standards using text at their instructional reading level

§ Approach: Leveled, guided reading with small leveled groups while other students work on Centers/Stations

➢ **Centers and Stations**

§ Purpose

o To provide students with additional practice on target and review standards

o To give students practice with self-directed, collaborative learning

o To promote student practice using academic language

§ Approach: Leveled, guided reading with small leveled groups while other students work on high-impact, low-prep Centers/Stations

Principal's Exchange
2101 E 4th St. Bldg B, 2nd Floor
Santa Ana, CA 92705

	TBD	Hoover Site Visit	Willow Leadership Team	
	11/2/16 min day	ELA U3 Guided Planning	Grades K-3	
	11/3/16 min day	ELA U3 Guided Planning	Grades 4-6	
	11/16/16	Classroom Observations	Site Admin Team	
	11/30/16	ELA U4 Guided Planning	Grades K-3	
	12/1/16	ELA U4 Guided Planning	Grades 4-6	
	1/30/17	Classroom Observations	Site Admin Team	
	2/22/17	ELA U5 Guided Planning	Grades K-3	
	2/23/17	ELA U5 Guided Planning	Grades 4-6	
	3/13/17	Classroom Observations	Site Admin Team	
	TBD – 3 Days	FPM Compliance Support	Site Admin Team	
Total				$30,000

I am available to discuss any part of this proposal at your convenience. Please do not hesitate to contact me at: Email: marty_c@principals-exchange.org_ Ph. 626.644 8003

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH EDTECHTEACHER

BACKGROUND INFORMATION:
The District is seeking the professional consulting services of EdTechTeacher to assist the District with staff development sessions for the implementation of the Customized T21 program.

A Customized T21 Program for 25 teachers district-wide includes:

1. In-services workshops: EdTechTeacher will conduct 3 face-to-face fullday workshops throughout the year.
2. Twelve online modules in technology integration: topics to further skills and keep teachers abreast of research and resources.
3. Two (2) Live Webinars: EdTechTeacher will facilitate 2 live 1-hour webinars for participants and instructors to meet together in a virtual room for live presentations.
4. 15 hours of individualized online/telephone consulting and coaching to help teachers find resources, develop lesson plans, and troubleshoot challenges.

The cost implications for these services including expenses is not to exceed $20,000.00.

RECOMMENDATION:
Approve the service agreement with EdTechTeacher to provide training of the Customized T21 Program to teachers from Sunset School at a cost not to exceed $20,000.00 from the supplemental and concentration fund.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$20,000.00	Supplemental & Concentration Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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 14th day of April 2017, by and between the San Ysidro School District, hereinafter called the "District", and

EdTechTeacher Company/Consultant	(888) 377-9518 x1 Telephone Number
1245 Adams Street, #B604, Dorchester, MA 02124 Address	gail@edtechteacher.org Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: April 14, 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.

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. *(If applicable – see footnote next page)*
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).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	**EDTECHTEACHER**
Name:	Gail Ross McBride
Title:	Chief Administrative Officer
Address:	1245 Adams Street, #B604
City/State/Zip Code:	Dorchester, MA 02124
Telephone:	(888) 377-9518 X1 Fax# (866) 314-8214
Email:	gail@edtechteacher.org

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Manuela Colom
Title:	Deputy Superintendent	Executive Director, Educational Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3027
Email:	arturo.macias@sysd.k12.ca.us	mcolom@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
EdTechTeacher Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
Phone Number	Board Approved

edtechteacher

December 20, 2016
PROPOSAL For San Ysidro School District
Attention: Manuela Colom
Date(s) of Service (Exact dates TBA) (2017)
Location of Service: San Ysidro, California
Service Provider: EdTechTeacher

EXHIBIT A

Description of Services to be rendered

Customized T21 program, which includes

1. **Inservice Workshops**: EdTechTeacher will conduct 3 face-to-face day workshops throughout the year -- six workshops per group -- that open the door to new opportunities for teaching with technology and support teachers in integrating technology as a regular, constant element of their teaching and classroom.
2. **Twelve online modules in technology integration** topics to further skills and keep teachers abreast of research and resources. EdTechTeacher will provide two six-week mini-courses around technology integration and examine best practices that allow teachers and students to communicate, communicate, collaborate, and facilitate exemplary integration.
3. **Two (2) Live Webinars**: EdTechTeacher will facilitate 2 live 1-hour webinars -- one per group -- for participants and instructors to meet together in a virtual room for live presentation, instruction, discussion and feedback.
4. **15 hours of individualized online/telephone consulting and coaching** to help teachers find resources, develop lesson plans, and troubleshoot challenges. (We can also explore options to add additional days of on-site support.

The cost of the T21 program is **$14,500 plus expenses for up to 25 teachers.**
For 26-49 teachers - $26,000 (discounted $3000) (if the same topic)**
For 50-74 teachers - $38,500 (discounted $9000)) (if the same topic)
*Expenses include air, hotel, transportation to and from airports, food. (Expenses not to exceed $5500 for each group of 25)
**if the topic is different for each group, price is $14,500

References available upon request.

Any questions, Please contact:
Gail Ross-McBride
Chief Administrative Officer, EdTechTeacher
888-377-9518 x 1
gail@edtechteacher.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH ACHIEVE3000

BACKGROUND INFORMATION:
The San Ysidro School District will be implementing a Differentiated Literacy Solution package through Achieve3000 at La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools.

The package includes:

- Platform access for students and teachers
- LevelSet assessments
- Customized Professional Learning Services (PLS)

The Professional Learning Services offerings include implementation planning, on-site professional development, live online workshops, principal awareness sessions and access to 24/7 self-paced, on-demand resources. Note: Each on-site session may be exchanged for five live online sessions.

RECOMMENDATION:
Approve the agreement with Achieve3000 for a Differentiated Literacy Solution package to be implemented at La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools at a total cost of $185,630.00 from Title I - site 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	

$185,630.00	Title I, Site Fund	--
(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

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Quote ID: 93737 **Quote Date:** 03/01/17

Subscription Period: 03/01/17 - 06/30/18 **Valid Until:** 03/31/17

Client Information

Account Name: San Ysidro School District	
Address	**Client**
4350 Otay Mesa Rd San Ysidro, CA 92173-1685 Phone: 619-428-4476	Manuela Colom Email: mcolom@sysd.k12.ca.us Phone: 619-428-4476

Order Information

Each Achieve3000 Differentiated Literacy Solution package contains a combination of: Platform access for students and teachers; LevelSet™ assessments; and customized Professional Learning Services (PLS). Our PLS offerings include implementation planning, on-site professional development, live online workshops, principal awareness sessions and access to 24/7 self-paced, on-demand resources. Note that each on-site session may be exchanged for five live online sessions.

Achieve3000 has customized your quote to include the product details listed below.

Participating Schools	Site License Package(s)
La Mirada Elementary	LIT-PRO-C, LIT-PRO-STDT, PLIT-PRO-STDT
Ocean View Hills School	LIT-PRO-STDT, LIT-PRO-C, PLIT-PRO-STDT
Smythe Elementary School	LIT-PRO-C, LIT-PRO-STDT, PLIT-PRO-STDT
Sunset Elementary School	LIT-PRO-C, LIT-PRO-STDT, PLIT-PRO-STDT
Willow Elementary	LIT-PRO-STDT, LIT-PRO-C, PLIT-PRO-STDT

Year 1 (2016-2017)

Item #	Product	Cost	Qty	Total
2017-PLIT-PRO-STDT	Achieve3000®'s Pro Differentiated Literacy Solution: includes 1 student license. One semester.	$28.80 per student	125	$3,600.00
2017-PLIT-PRO-C	Achieve3000®'s Pro Differentiated Literacy Solution: up to 500 students, 2 PLS days included. One Semester.	$15,950.00 per site	5	$79,750.00
2017-PDI	Professional Development Services: Launch	$2,200.00 per session	5	$11,000.00
Imp Resources	Achieve3000 Implementation Resources for teachers and students.			$1,500.00
Support Fee	Full technical and data support			$1,125.00
Subtotal:				**$96,975.00**

Year 2 (2017-2018)

Item #	Product	Cost	Qty	Total
2017-LIT-PRO-STDT	Achieve3000®'s Pro Differentiated Literacy Solution: includes 1 student license	$42.00 per student	125	$5,250.00

2017-LIT-PRO-C	Achieve3000®'s Pro Differentiated Literacy Solution: up to 500 students, 3 PLS days included	$22,850.00 per site	5	$114,250.00
2017-PDI	Professional Development Services: Launch	$2,200.00 per session	5	$11,000.00
Imp Resources	Achieve3000 Implementation Resources for teachers and students.			$2,000.00
Support Fee	Full technical and data support			$1,125.00
Subtotal:				**$133,625.00**

Summary of Fees

Year	Total
2016-2017	$96,975.00
2017-2018	$133,625.00
Subtotal	$230,600.00
Discount - Jump Start Savings	($44,970.00)
1.5 YEAR TOTAL	**$185,630.00**

See Next Page for Quote Acceptance

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Quote ID: 93737

Acceptance

	Achieve3000
Account Name	
Signature	*Signature*
Name, Title	*Name, Title*
Date	*Date*

The Complete Signed Quote and Purchase Orders can be sent to:
Achieve3000
1985 Cedar Bridge Ave., Suite 3
Lakewood, NJ 08701
Fax: 316-221-0718
Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms-of-service. By signing this quote, you are agreeing to such terms and conditions.

ACHIEVE3000

Terms of Service

Achieve3000® TERMS OFSERVICE

The following Terms of Sevice **("TOS")** are incorporated by reference into the order or contract under which you, a school district, public or privateschool or other entity **("You")**, have agreed to purchase the right to permit your students, parents, teachers and school administrators **("Authorized Users")** to access and utilize one or more educational services provided by Achieve3000 (each such service, **"Service"**, and Achieve3000, **"Us" or "We"**). In the event of aconflict between the order or contract under which You have agreed to make your purchase and these TOS, the conflicting term(s) of these TOS shall prevail, unless You and We expressly state in a subsequent written document that You and We intend that the conflicting terms of that doument prevail over the conflicting terms ofthese TOS.

1. CONTENTOF YOUR PURCHASE AGREEMENT

The agreement under which You are purchasing the right to permit your Authorized Users to access and utilize particular Services **("this Agreement")** consists of (a) the written order or purchase agreement in which the specific Service(s) to be provided (including related professional development training), the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, invoicing schedule and other implementation-specific details and terms are specified **("Your Written Order or Agreement")** and (b) these TOS. Your Written Order or Agreement and these TOS contain the entire agreement and understanding regarding our provision of thespecified Service(s) to You and your Authorized Users, and supersede all prior oral and written agreements between You and Us regarding the subject of this Agreement, if any. In theevent that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all ofthe remaining terms of this Agreement will remain in effect.

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Achieve3000 reserves the right to amend, remove or add to these TOS at any time. Please check this page periodically for any modifications. Your continued use of Services provided by Achieve3000 shall signify your acceptance of the then-current TOS.

2. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in Your Written Order or Agreement, this Agreement shall commence on August 1 of the year in which You execute Your Written Order or Agreement (the **"Subscription Start Date"**), and shall conclude on June 30 of the following year (the **"Subscription End Date"**, and such period between the Subscription Start Date and Subscription End Date constituting **"the Term"**). The previous sentence notwithstanding, (a) when You execute Your Written Order or Agreement subsequent to August 1, the Subscription Start Date shall be and the Term shall commence on such date and conclude on June 30 of the following year, and (b) the Subscription End Date and Term of all multi-school year agreements shall be as indicated in Your Written Order or Agreement.

3. DESCRIPTION OF SERVICES

The elements of each Service purchased hereunder (each a **"Service Element"**), and the date on which the appropriate Authorized Users may access and utilize each element are as follows:

Service Element	Date on Which the Appropriate Authorized User May First Access and Utilize This Service Element (the "Service Element Activation Date")
The specified subscription Service(s) to the KidBiz3000®, TeenBiz3000®, Empower3000®, Coach3000®, Smarty Ants®, eScience3000®, and Spark3000® service, including Student, Teacher and Home edition, and standards alignment services.	Thirty (30) days before the Subscription Start Date (or as of the actual order date, if the order date is less than thirty (30) days before the Subscription Start Date)

Subscription Start Date

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LevelSet® Placement Test, an online assessment which measures students' reading abilities for accurate placement in the content.	
Interim Test, an online assessment which refines the data about students' reading abilities partway through the implementation period.	• During December for full-year implementations and for partial year implementations that span the *first* school semester • During April for partial year implementations that span only the *second* school semester
Post Test, a final assessment of students' reading levels at the culmination of the program.	Sixty (60) days prior to the Subscription End Date
Email3000® email service.	Subscription Start Date
Online Professional Development materials for educators delivering differentiated reading instruction.	Subscription Start Date
On-Site Professional Development sessions.	As indicated in this Agreement
Online Professional Development sessions.	As indicated in this Agreement

4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, your appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that You have purchased the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term "appropriate" here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements

intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, We will not be obligated to provide any Service to any user who has not agreed (i) to our Privacy Policy and (ii) to comply with our end user Terms and Conditions of Use ("Terms of Use"). We reserve the right to change our Privacy Policy (subject to Section 10 of these TOS) and Terms of Use at any time without prior notice.

5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its **"Content"**), is solely our property and the property of our licensors. You receive no rights to or interest in any Content other than the rights conferred upon You by Section 4 of these TOS. All Content is protected by copyright and other intellectual property laws, and nothing herein grants You any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of these TOS.

- You and your Authorized Users may not permit any third party whom We have not provided a user ID and password to access or utilize any Service.
- You and your Authorized Users may not copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so. Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone.
- You and your Authorized Users may not a) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, b) mirror the Content on any other server, c) create any derivative works, d) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content or d) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content
- You and your Authorized Users may not engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without our written permission. You may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service

- You and your Authorized Users may print or download Content for your own personal educational use, provided You keep intact all copyright and other proprietary notices.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

6. CONTRIBUTIONS

During the Term, You, through your employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, "**Contributions**"). You agree that We may use, modify, and incorporate these Contributions as We see fit. Upon our acceptance of a Contribution, You and We shall be considered joint owners of the Contribution, such that either may use, modify, and exploit the Contribution without obligation to the other.

7. PAYMENT TERMS

Unless You and We agree otherwise in Your Written Order or Agreement, We may invoice You for Services and other items purchased hereunder in the case of one year agreements, on the day that you execute Your Written Order or Agreement, and in the case of mutiple year agreements, on the day that you execute Your Written Order or Agreement and each anniversary thereof. Payment of the undisputed amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. Should You dispute any portion of an invoice, You will communicate to Us in writing the basis of your belief that a portion of the invoice is incorrect no later than the date on which the invoice is to be paid in full, and shall engage with Us in good faith to resolve such dispute as expeditiously as reasonably possible. In the event that timely payment is not received, We shall have the right to deny You and your Authorized Users access to the Services until payment in full is received.

8. TAXES AND TAX RELATED OBLIGATIONS

The rates and charges for Services do not include and You acknowledge that You are responsible for any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on our net income. You shall hold Us harmless from all claims and liabilities arising from the failure to pay any such taxes,

including penalties, interest, duties, tariffs or charges. You will promptly reimburse Us for any and all taxes, assessment, permits and fees that We may be required to pay in connection with this Agreement or its performance.

You acknowledge that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to insure that appropriate tax treatment is afforded and You agree to provide Us with the required documentation in a timely manner.

9. OUR GUARANTEE

We will refund all payments received on a prorated basis for any Service provided hereunder other than fees received for Professional Development training, waive our right to future payment, and consider this Agreement revoked if, after You have provided Us the data described in Section 10 and have certified that the teacher of each class of students utilizing the Service(s) has completed the preparation described in Section 11, the Service(s) is/are not accessible and useable for extended periods of time by all of your Authorized Users.

10. STUDENT DATA

In order to enable Us to provide the Services to You and your Authorized Users, You shall provide Us the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom You want to enable to use a Service: name of the student's school, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Alternatively, you can upload the data yourself. Visit our Learning Center at www.launch.achieve3000.com for secure data upload instructions.

At your request We will also accept, include in our reports to teachers and administrators, and treat as Student Data the following additional information: class code or room number, student race/ethnicity, student socioeconomic status, student disability, and such other information that you may request and that we can feasibly track in the course of delivering applicable Services.

In our receipt and handling of Student Data, We will act as your contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". We will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations

and is consistent with our Privacy Policy (which is set forth at http://www.achieve3000.com/privacy-policy/). You will treat our staff as authorized school recipients of education records under FERPA.

In addition, we do and will comply with the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 website through which your Authorized Users will access and use Services.

Notwithstanding our reservation of right to revise these TOS and our Privacy Policy, no change to these TOS or our Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to You or your Authorized Users unless and until we have advised You of such change and received your written consent to such change.

11. TEACHER AND ADMINISTRATOR PREPARATION

You will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions purchased hereunder, whether online or on-site, must be completed before the end of the period indicated in Your Written Order or Agreement. Such session(s) shall not "roll over" to a subsequent period and You will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by You within the appropriate time frame as described in this paragraph shall be treated as having been provided by Us. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon forty-eight (48) hours' prior notice. Professional Development sessions canceled or postponed on less than forty-eight (48) hours' prior notice shall be treated as having been provided by Us.

12. INVALID LEVELSET ASSESSMENTS

All invalid LevelSet assessments are excluded from reports and portfolios.

13. EMAIL COMMUNICATIONS

You hereby authorize Us to send electronic mail to your teachers and school administrators for the following purposes:

1. delivering Professional Development and similar materials to your teachers and administrators; and
2. advising You of changes or additions to our Services or about any of our Services.

If You do not want your teachers and/or school administrators to receive such emails, please notify Us at support@achieve3000.com.

14. SERVICE RELIABILITY

Subject to our need to perform periodic and routine maintenance, we take reasonable measures to make our Services available 24 hours a day, seven days a week and to maintain saved information. However, technical failures, acts of God and routine and unscheduled maintenance may render one or more Services unavailable at times (including during normal business or school hours), and/or may result in the loss of information. We shall not be liable to You or anyone else for any loss of information or for the non-availability of any Service, unless such loss of information or non-availability of a Service has resulted from our gross negligence.

15. USER CONDUCT

You agree that our Terms of Use set forth at http://www.achieve3000.com/terms-of-use/ are reasonable and appropriate, and shall undertake reasonable measures to assist Us in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Your Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate the Code of Conduct or any other provisions of the Terms of Use.

16. TERMINATION

- You or We may terminate this Agreement immediately for default if the other party fails to cure all material defaults in its performance within ten (10) days of its receipt of written notice of its default(s) from the terminating party.
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Immediately upon the termination or expiration of any of Your Written Order or Agreement You and Your Authorized Users shall immediately cease use of all Service (s) purchased under that Written Order or Agreement. Should any Writen Order or Agreement be terminated prior to its natural expiration, You shall pay Us all amounts owed for Services provided to You and Your Authorized Users under that Written Order or Agreement up to the effective date of such termination.

17. CHANGES TO SERVICES

We are constantly innovating in order to provide the best possible instructional solutions to our customers' Authorized Users. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to You. You further acknowledge that We may stop (permanently or temporarily) providing any features or may add new features within any Service at our sole discretion without prior notice to You.

18. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of your Authorized Users. We are not responsible for the availability of external sites or resources linked, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided. Accordingly, You should review the terms and conditions and privacy policies of each linked site, as its policies may differ from ours. If your Authorized Users decide to access linked third-party content and sites, they do so at their own risk.

19. CONFIDENTIALITY

"Confidential Information" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature. The

terms of Your Written Order or Agreement which are unique to You shall be deemed to be Confidential Information of each of us.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; or (iii) is independently developed by the receiving party without reference to or reliance on Confidential Information of the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

20. DATA OWNERSHIP AND LOCATION OF SERVICES

You will own data on your Authorized Users' use of our Services ("Program Data") and the Student Data You provide to us. At your request, at the end of the Term of this Agreement or if and when You otherwise require, We will return or destroy in a verifiable manner Student Data in our possession and provide You with copies of associated Program Data We have not previously provided to You. To comply with applicable laws, we reserve the right to destroy or otherwise dispose of Student Data and Program Data you have not directed us to return or destroy following this Agreement's Term. You agree that we may use Student Data and Program Data to provide the Services, and that we may use Program Data for our internal purposes, for example, development and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. You acknowledge and agree that we may provide the Services and Content, and store Program Data and Student Data, in this manner. You further confirm that, as applicable, your transfer of Student Data from outside the United States and our use and processing of such data in connection with delivery of Services to You and Authorized Users are consistent with laws applicable to your transfer and our processing of such data.

21. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- We warrant that We have the full authority to grant the rights granted to You herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND YOU UNDERSTAND THAT YOU ASSUME ALL RISKS OF THE SERVICE'S USE, QUALITY, AND PERFORMANCE.
- IN NO EVENT SHALL EITHER YOU OR WE, INCLUDING EITHER OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNTIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER YOU OR US OR ANY THIRD PARTY, EVEN IF YOU OR WE, AS THE CASE MAY BE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN OUR EMPLOYEES OR AGENTS. OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES YOU PAID DURING THE TERM OF YOUR WRITTEN ORDER OR AGREEMENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL WE, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OUR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE

CAUSED BY ORIN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT OR ANY SERVICE.

- FURTHER, IN NO EVENT SHALL WE, INCLUDING ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY ORIN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO YOU ORTO ANY AUTHORIZED USER
- We agree to indemnify and defend You and your employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that a Service provided to You hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in our opinion, such a claim is likely to occur, We may, at our sole option and expense, either: (i) procure for You and your Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then We may terminate your license to access and utilize the allegedly the infringing Service and We shall return the portion of your advance payment(s) associated with unconsumed Services. This Section 21(d) states our entire liability and obligation, and your exclusive remedy, for infringement.

22. GENERAL

Nothing in this Agreement shall cause the relationship between You and Us to be anything other than that of independent contractors. None of your and our actions under this Agreement shall be joint, and You and We have not formed, and shall not form, a joint venture to perform either of our obligations hereunder. The failure of either party to require performance of any part of this TOS shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of both You and Us. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, this TOS confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a Party's reasonable control. You may not assign this Agreement without our prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. We may assign this Agreement to any entity that purchases all or

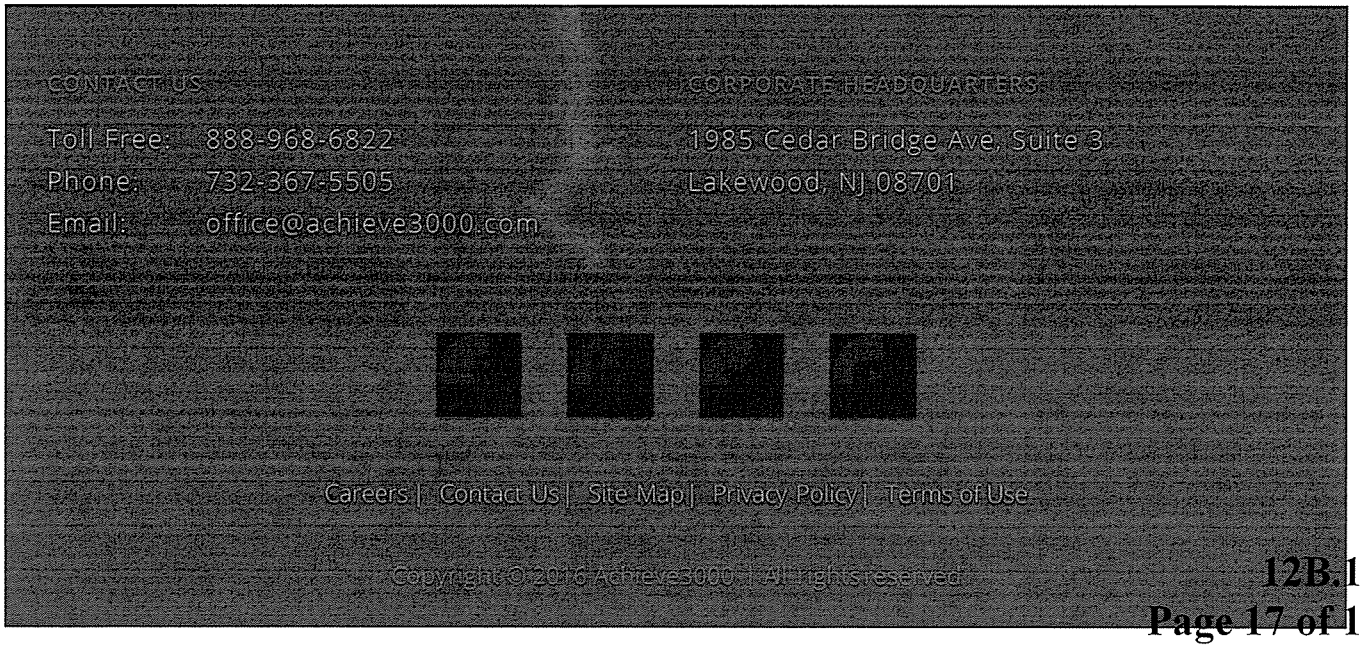
12B.14
Page 16 of 18

substantially all of our assets or that obtains control of Us by purchase, merger or other means. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to You at the address set forth in Your Written Order or Agreement, and to Us at Achieve3000, Inc., 1985 Cedar Bridge Ave, Lakewood NJ 08701, Attn: Chief Executive Officer, or to You or Us at such other address as You or We may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 – 7, 10, 16(b), and 19 – 22.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, USA, without regard to its principles of conflict of laws. You and We each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New Jersey.

23. OUR CONTACT INFORMATION

Achieve3000, Inc.
1985 Cedar Bridge Ave
Lakewood, NJ 08701
732-367-5505
info@achieve3000.com



[redacted]

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Manuel Bojorquez, Principal of Willow School
Luis Ramos, Principal of La Mirada School

AGENDA ITEM: PERMIT CONTRACT WITH THE CITY OF SAN DIEGO PARK AND RECREATION DEPARTMENT - VISTA TERRACE POOL

BACKGROUND INFORMATION:
The Principals of Willow and La Mirada Schools are requesting approval for a field trip to the Vista Terrace Pool in San Ysidro. The City of San Diego, Park & Recreation Department requires that applicants enter into a Permit Contract before groups are able to use their facilities. Certified State lifeguards will be available during this time to help manage the water activities.

This field trip was previously approved and is a Physical Education enrichment opportunity for our students. This activity is aligned to the Common Core State Standards in Physical Education. Standards 1: students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities. Standards learned in this fieldtrip will be reinforced with pre and post activities.

School	Date	Fee	
Willow School	May 11, 2017	$278.00	110 3rd grade students / 8-10 teachers & chaperones
La Mirada School	May 31, 2017	$322.00	154 6th grade students / 5 teachers

RECOMMENDATION:
Approve two Permit Contracts with the City of San Diego Park & Recreation Department for Willow and La Mirada Schools' students and staff to participate in a field trip to the Vista Terrace Pool located in San Ysidro at an approximate cost of $600.00 from fundraising and the donation fund. Transportation fees will be paid from the supplemental and concentration fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$600.00	Fundraising, Donation and Supplemental & Concentration Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Permit Contract

Vista Terrace Pool
301 Athey Avenue
San Diego, CA 92173
Phone: (619) 424-0469
FAX: --
Email: askparks@sandiego.gov

Permit #46655, Approved
Mar 6, 2017 3:42 PM

The City of SAN DIEGO
Park and Recreation Department

Customer Type: Non-Profit
Prepared By: Gregorio F.

Company: Willow School
226 Willow Road
San Diego, CA 92173

Agent: Victoria Pimentel

Primary: (619) 428-2231x3711

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
$278.00	$0	$0	$278.00	$0	$0	$0	$0	$278.00

RESERVATIONS

Event	Resource	Center	Notes
Willow Elementry School Type: Athletic: Outdoor General Attend/Qty: 100	Vista Terrace Pool Main	Vista Terrace Pool 301 Athey Avenue San Diego, CA, US 92173 (619) 424-0469	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Thursday	May 11, 2017	10:00 AM	2 hours	May 11, 2017	12:00 PM

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	Willow Elementry School #46655 Vista Terrace Pool Main	$2.00	1.00	--	$2.00
Event Support - Pool Guard II	Willow Elementry School #46655 Vista Terrace Pool Main	$22.00	2.00	--	$44.00
Event Support - Pool Guard II	Willow Elementry School #46655 Vista Terrace Pool Main	$22.00	2.00	--	$44.00
Event Support - Pool Guard II	Willow Elementry School #46655 Vista Terrace Pool Main	$22.00	2.00	--	$44.00
Event Support - Pool Guard II	Willow Elementry School #46655 Vista Terrace Pool Main	$22.00	2.00	--	$44.00

Pools - Exclusive Use Rental-School/College/Youth	Willow Elementry School #46655 Vista Terrace Pool Main	$50.00	2.00	-- $100.00

DISCLAIMERS

Swimming Pool Rules and Regulations

Aquatics personnel firmly, fairly and consistently enforce the pool rules at all times. Aquatics personnel should memorize the pool, diving board and slide rules and ensure that all staff and patrons comply with all of the rules. Aquatics personnel may be called upon to explain the reason for the rules to the patrons. When patrons still have concerns about the rules, the patron can be referred to the Pool Manager.

All patrons entering the facility during Recreational/Lap Swim times are required to pay the facility admission fee, including swimmers, non swimmers and spectators, except those seated in the spectator area.

The rules and requests made by lifesaving personnel must always be followed.

1. Walk; do not run in and around the pool facility.

2. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.

3. Children who are not toilet-trained and less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.

4. Acceptable swim attire must be worn by patrons on the deck and in the water. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.

5. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in the water.

6. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.

7. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. No glass items, chewing gum or smoking is permitted anywhere in the facility.

8. Toys, flotation devices (water wings), snorkels and masks are not allowed unless part of an organized class or activity and U.S. Coast Guard approved. Use of all flotation devices must be approved by the Pool Manager.

9. The use of sunscreen is encouraged, and patrons must shower before re-entering the water.

10. All patrons must shower with soap before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.

11. All children and adults who appear to have ample swim skills must pass a swim test before entering deep water. Weak or non-swimmers must remain in shallow water no deeper than chest level.

12. No one should engage the lifeguard in unnecessary conversation.

13. Diving in water less than nine feet deep, back dives, somersaults, "cannon balls" from the side of the pool or any other unsafe activities are not permitted.

14. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool.

15. Spitting, spouting or nose-blowing in the pool is strictly prohibited.

16. Dangerous practices are prohibited. Patrons must not run on decks; climb, sit or jump from fences; dive in shallow water (less than 9 feet deep); swim in the diving areas; double bounce or crowd diving boards; or dunk, push, pull or unnecessarily splash swimmers.

17. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the Pool Manager.

18. Foul or abusive language will not be tolerated.

19. A patron will be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

Emergency Testing: All City pool personnel are subject to emergency testing at any time. Patron patience and cooperation during these drills are greatly appreciated.
Park and Recreation Department
CANCELLATION/REFUND PROCEDURES
As stated in the Park & Recreation Fee Schedule
1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a $50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.
7) Pool Rentals - Written cancellations for exclusive rentals must be submitted14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid.
Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:
1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
2. Provide a detailed description of the reason for the cancellation.
3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

_____ _____
Applicant Signature Date

CUSTOM QUESTIONS

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	No
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighing for your event?	No
Are 75% of your participants seniors (age 62) or persons with disabilities?	No

WAIVERS

Waiver, release of liability and authorization
Waiver for:Victoria Pimentel
Due Date: May 11, 2017

WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:
1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.

2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD (AND/OR MYSELF).

4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO OR THE RECREATION COUNCIL, their officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.

5. I agree to inform my child that he/she must follow (or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.

6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.

7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8. I hereby give permission for the above named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I'm) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health

condition(s) prior to participation.

10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and their representative, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

12. This waiver, release of liability and authorization for medical treatment shall pertain to all classes/activities/events to which the participant(s) have herein enrolled.

Waiver, Release of Liability, and Authorization for Medical Treatment

Signature: _____

Permit Waiver
Waiver for:Victoria Pimentel
Due Date: May 11, 2017

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Signature: _____

Permit Contract

Vista Terrace Pool
301 Athey Avenue
San Diego, CA 92173
Phone: (619) 424-0469
FAX: --
Email: askparks@sandiego.gov

Permit #48227, Approved
Apr 4, 2017 3:47 PM

The City of SAN DIEGO
Park and Recreation Department

Customer Type: Non-Profit
Prepared By: Gregorio F.

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

Agent: Omar Calleros
Email: omar.calleros@sysd.k12.ca.us

Primary: (619) 428-4476x3086

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
$322.00	$0	$0	$322.00	$0	$0	$0	$0	$322.00

RESERVATIONS

Event	Resource	Center	Notes
La Mirada Type: Athletic: Outdoor General Attend/Qty: 130	Vista Terrace Pool Main	Vista Terrace Pool 301 Athey Avenue San Diego, CA, US 92173 (619) 424-0469	--

Days Requested		Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Wednesday	May 31, 2017	9:30 AM	2 hours	May 31, 2017	11:30 AM

Summary	Notes
Total Number of Dates: 1 Total Time: 2 hours	Please be sure to follow posted rules and regulations.

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
City Transaction Fee	La Mirada #48227 Vista Terrace Pool Main	$2.00	1.00	--	$2.00
Event Support - Pool Guard II	La Mirada #48227 Vista Terrace Pool Main	$22.00	2.00	--	$44.00
Event Support - Pool Guard II	La Mirada #48227 Vista Terrace Pool Main	$22.00	2.00	--	$44.00
Event Support - Pool Guard II	La Mirada #48227 Vista Terrace Pool Main	$22.00	2.00	--	$44.00
Event Support - Pool Guard II	La Mirada #48227 Vista Terrace Pool Main	$22.00	2.00	--	$44.00

Event Support - Pool Guard II	La Mirada #48227 Vista Terrace Pool Main	$22.00	2.00	-- $44.00
Pools - Exclusive Use Rental-School/College/Youth	La Mirada #48227 Vista Terrace Pool Main	$50.00	2.00	-- $100.00

DISCLAIMERS

Swimming Pool Rules and Regulations

Aquatics personnel firmly, fairly and consistently enforce the pool rules at all times. Aquatics personnel should memorize the pool, diving board and slide rules and ensure that all staff and patrons comply with all of the rules. Aquatics personnel may be called upon to explain the reason for the rules to the patrons. When patrons still have concerns about the rules, the patron can be referred to the Pool Manager.

All patrons entering the facility during Recreational/Lap Swim times are required to pay the facility admission fee, including swimmers, non swimmers and spectators, except those seated in the spectator area.

The rules and requests made by lifesaving personnel must always be followed.

1. Walk; do not run in and around the pool facility.

2. Children under seven years old or less than four feet tall must be accompanied by a parent or responsible person, in a swim suit, at all times including in the water, on the deck and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child.

3. Children who are not toilet-trained and less than four years old will be allowed in the pool only if they wear a swimsuit diaper or plastic pants and a swim suit. Cloth or disposable diapers are not accepted.

4. Acceptable swim attire must be worn by patrons on the deck and in the water. Patrons with religious concerns regarding modesty may wear clean, covering garments that do not interfere with their safety in the water.

5. Animals are not allowed in the building or pool area, with the exception of guide dogs. Guide dogs are allowed on deck, but not in the water.

6. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.

7. Candy, food or beverages are not allowed except in designated areas provided for eating and drinking. No glass items, chewing gum or smoking is permitted anywhere in the facility.

8. Toys, flotation devices (water wings), snorkels and masks are not allowed unless part of an organized class or activity and U.S. Coast Guard approved. Use of all flotation devices must be approved by the Pool Manager.

9. The use of sunscreen is encouraged, and patrons must shower before re-entering the water.

10. All patrons must shower with soap before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.

11. All children and adults who appear to have ample swim skills must pass a swim test before entering deep water. Weak or non-swimmers must remain in shallow water no deeper than chest level.

12. No one should engage the lifeguard in unnecessary conversation.

13. Diving in water less than nine feet deep, back dives, somersaults, "cannon balls" from the side of the pool or any other unsafe activities are not permitted.

14. Lying on the deck close to the edge of the pool where swimmers may trip over sunbathers is dangerous. Sunbathers must lie or sit at least three (3) feet away from the edge of the pool.

15. Spitting, spouting or nose-blowing in the pool is strictly prohibited.

16. Dangerous practices are prohibited. Patrons must not run on decks; climb, sit or jump from fences; dive in shallow water (less than 9 feet deep); swim in the diving areas; double bounce or crowd diving boards; or dunk, push, pull or unnecessarily splash swimmers.

17. Emergency procedures must be observed. Swimmers must leave the pool area immediately upon the signal or request of the Pool Manager.

18. Foul or abusive language will not be tolerated.

19. A patron will be verbally warned for the first offense; the patron will be asked to leave the pool facility if a second offense occurs.

Emergency Testing: All City pool personnel are subject to emergency testing at any time. Patron patience and cooperation during these drills are greatly appreciated.
Park and Recreation Department
CANCELLATION/REFUND PROCEDURES
As stated in the Park & Recreation Fee Schedule
1) Youth League Field Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled field use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Field reservation fee is non-refundable.
2) Youth League Indoor or Outdoor Court Reservations: League Team Fee refunds are permitted up to 14 calendar days before the first scheduled court use provided a written notice of cancellation is submitted. Any cancellations less than 14 calendar days will not be refunded. Court Reservation Fee is non-refundable.
3) Grounds Use Fees: Refunds are permitted if cancellations are received in writing a minimum of 60 days prior to the event, less a $50 processing fee. Cancellations less than 60 days prior to the event are non-refundable.
4) Outdoor Court (except youth leagues): 100% refund if written notice of cancellation is submitted 10 days or more prior to use. Cancellations within 10 days of event forfeit the rental fee.
5) Building, Field, Picnic Shelter, Recreation Council Fees and All Other Permit Rentals (not identified above): 100% of paid fees will be refunded provided that the permit holder submits a written advance notice of cancellation at least 30 calendar days prior to the date of the event. Cancellations received less than 30 calendar days prior to the event will be charged 25% of the fee paid. Cancellations received less than 10 calendar days prior to the event will be charged 50% of the fee paid. No refunds for cancellations less than 48 hours.
6) Swimming Lessons - Extra care should be given to the selection of classes. There are NO REFUNDS. Class transfers or credit towards another aquatic program may be requested and must be authorized by the Pool Manager. Full refund will be granted only if the class is cancelled by the Pool Manager.
7) Pool Rentals - Written cancellations for exclusive rentals must be submitted14 calendar days prior to the event to receive full refunds. Written cancellations for monthly rentals must be submitted 48 hours prior to the event to receive full refund. Late cancellations will forfeit 25% of the fees paid.
Requests for refunds due to rain will be approved provided that a written request (Request for Refund Form AC-1006) is submitted within 48 hours after the scheduled event. Building rental permits cannot be cancelled due to rain (excluding picnic shelters).

To Submit A Request For Refund Due To Cancellation or Refund:
1. Complete the Official Request for Refund Form (AC-1006) and submit it with supporting documents to the Center Director. You will need to contact the Center Director to obtain this form.
2. Provide a detailed description of the reason for the cancellation.
3. Provide the mailing address for delivery of the refund check. Checks will be made payable only to the person/agency that originally paid for the permit.
4. Official City Receipt or Cash Register Tape and Official City Permit must be attached.
YOU WILL RECEIVE A REFUND CHECK 6-8 WEEKS AFTER THE REQUEST FORM IS SUBMITTED.

I have read the above Cancellation/Refund Regulations/Policies, and if I have to cancel the agreement, I will abide with the above procedures.

Applicant Signature Date

CUSTOM QUESTIONS

Question	Answer
What type of group classification does your group fall under?	Non Profit Youth (documentation required)
Are you charging admission to your event?	No
Are you planning to have alcohol present at your event.	No
Will you have any equipment needs?	Yes
Please explain in detail.	Staff will indicate path of travel for loading/unloading of goals.
Are you planning to use a caterer or sell food at your event?	No
Are you planning to have music or amplified sound?	No
Will you need outdoor or athletic field lighing for your event?	No
Are 75% of your participants seniors (age 62) or persons with disabilities?	No
Please specify any special setup requests you may have:	Check in will be at 8am prior to use of field

WAIVERS

Waiver, release of liability and authorization
Waiver for:Omar Calleros
Due Date: May 31, 2017

WAIVER, RELEASE OF LIABILITY, AND AUTHORIZATION FOR MEDICAL TREATMENT

In consideration of being allowed to participate in City of San Diego and Recreation Council Programs, I acknowledge and agree that:
1. Neither the City of San Diego nor the Recreation Council maintains health insurance for injuries to the participant that may arise out of involvement in classes/activities/events.

2. By virtue of participation, PARTICIPANTS RISK BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, PARALYSIS, DISMEMBERMENT, AND DEATH AND OTHER LOSS INCLUDING DAMAGE TO PROPERTY.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK FOR MY CHILD (AND/OR MYSELF).

4. I RELEASE AND HOLD HARMLESS AND PROMISE NOT TO SUE THE CITY OF SAN DIEGO OR THE RECREATION COUNCIL, their officers, agents or employees with respect to any and all such injury including, but not limited to, paralysis, dismemberment, death or loss except that injury or loss which results from gross negligence or willful or wanton misconduct of one of those individuals or organizations.

5. I agree to inform my child that he/she must follow (or I agree to follow) all safety rules, as well as any instructions given during the classes/activities/events listed below, including during lessons, practices, meets, special events, field trips, games or tournaments.

6. I hereby authorize and give my consent for medical care to be given in an emergency situation to the above named child (or to myself) while participating in this activity, including during lessons, practices, meets, special events, field trips, games or tournaments.

7. THIS AGREEMENT IS BINDING ON MY HEIRS, PERSONAL REPRESENTATIVES, NEXT OF KIN, SPOUSE AND ASSIGNS.

8. I hereby give permission for the above named child (or myself) to be photographed, videotaped or recorded for publicity purposes and that I waive all claims for compensation.

9. I certify to the best of my knowledge my child's (or my) current physical condition is satisfactory for participation in the classes/activities/events listed below and that he/she (or I'm) free of any health problem that would affect his/her (or my) ability to participate. Please note: Individuals with health conditions such as, but not limited to, chronic allergies (i.e. asthma), seizures and epilepsy may not participate until a medical clearance has been submitted. In addition, I must notify the coach/instructor/leader of any health condition(s) prior to participation.

10. I understand and agree that it is my sole responsibility to ensure that the address and emergency contact information are accurate at all times.

11. CONSENT TO TREATMENT OF A MINOR: In the event of sudden illness, accident or injury which may occur while said minor is engaged in classes/activities/events by City of San Diego and their representative, agents or assignees, when neither the parents, guardian or designated family physician can be contacted, I hereby give my consent for emergency treatment as shall be necessary under the circumstance by any physician licensed under the laws of the State of California.

12. This waiver, release of liability and authorization for medical treatment shall pertain to all classes/activities/events to which the participant(s) have herein enrolled.

Waiver, Release of Liability, and Authorization for Medical Treatment

Signature: _____

Permit Waiver
Waiver for:Omar Calleros
Due Date: May 31, 2017

I understand and agree by applying for this permit that I am responsible for the conduct of the attendees, and that any violation of the rules and condition of issuance of the permit by any attendee may result in the immediate cancellation of this permit, once issued, by any public officer or police officer of the City of San Diego. I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and thereof agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of San Diego. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Signature: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES - REVISED

BACKGROUND INFORMATION:
Forensic Analytical Consulting Services will perform various types of environmental testing throughout the District that will protect the District from possible environmental issues that may arise. Forensic Analytical Consulting Services will test various District sites before starting any major maintenance or construction projects. These services will be utilized on an "as needed" basis.

On August 23, 2016, the Governing Board approved the agreement with Forensic Analytical in an amount not to exceed $5,000.00. Due to continued use of their services, the District is requesting authorization to increase the not to exceed amount by an additional $15,000.00. The standard fee schedule will remain the same.

RECOMMENDATION:
Approve/Ratify the revised not to exceed amount for the 2016-17 agreement with Forensic Analytical Consulting Services to be increased to $20,000.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

NOT TO EXCEEDE $20,000.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH GRAY STEP SOFTWARE, INC.

BACKGROUND INFORMATION:
The ASBWorks Accounting Software is a web-based accounting program that was created by school auditors to assist student body organizations with all of their daily needs. With their knowledge and background, the features of this program were designed specifically to create a user friendly experience, protect financial assets, and provide the tools to relieve school sites of potential audit findings. Some of the program features are: Online Student Store, Point of Sale with Batch Reporting, Student Fees & Fines Tracking, Customize Reporting, Equipment and Invoice Tracking.

The Principal of San Ysidro Middle School would like to have the ASBWorks Accounting Software for their ASB and recommends the purchase of the Software License Agreement for the 2017-18 school year. The ASB Board has approved this expense for 2017-18.

RECOMMENDATION:
Approve the Service License Agreement with Gray Step Software, Inc. for the ASBWorks Accounting Software Program at an annual cost of $799.00 from the ASB fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$799.00	ASB Funds	--
(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

Software License Agreement

This Software License Agreement ("Agreement") is entered into between Gray Step Software, Inc. ("Licensor") and San Ysidro Middle School (Customer") on **July 1, 2017** ("Contract Date").

1. Definitions
   a. *Software.* The term "Software" shall mean the computer program in object code on the Licensor's website.
   b. *Customer.* The term "Customer" shall mean the named entities signing this agreement.
2. License
   a. *Grant of License.* Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive nontransferable license to use the Software on Licensor's Website.
   b. *Restrictions on Use.* Customer agrees to use the Software only for Customer's own business. Customer shall not (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, (iii) use the Software in the operation of a service bureau, or (iv) use the Software in any manner that is unlawful, or that does not conform to local, state or federal guidelines or compliance.
   c. *Modifications, Reverse Engineering.* Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.
   d. *Delivery.* Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.
   e. *In General.* In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount $ 799 annually beginning July 1, 2017 (the "License Fee"). License Fee is based on usage for the following number of sites.

ASBWorks Accounting Software

QTY	TYPE	FEE	TOTAL
1	Middle School	$ 799	$ 799
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
	Total		$ 799

Event Tracker Software

QTY	TYPE	FEE	TOTAL
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
N/A	N/A	$	$ 0
	Total		$ 0

Notes:
Site given access at no cost until June 30, 2017

   f. *Payment Terms.* Payment in full shall be tendered within 45 days of the execution of this Agreement.
   g. *Taxes.* Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.
   h. *Optional Equipment.* Optional equipment such as point of sale hardware may be purchased at standard price sheet rates.

3. Ownership
   a. *Title.* Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.
   b. *Pupil Records.* All Pupil Records obtained by the Licensor from the Customer continue to be the property of and under control of the Customer. At the Customer's request, all records will be made available by the Licensor to the Customer for the use of distribution to pupils, parents, and legal guardians at the Customer's discretion. The Licensor shall not use any information in a Pupil Record for any purposes other than those required or specifically permitted by the Software License Agreement.
   c. *Transfers.* Under no circumstances shall Customer allow access to any person or entity not named in this Agreement to Licensor's website and Software without Licensor's prior written consent.
4. Confidential Information
   a. *Confidentiality.* Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of Licensor. During the period this Agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect that Confidential Information, including ensuring that its employees with access to such Confidential Information have agreed in writing not to disclose the Confidential Information.
5. Use and Training
   a. *Use and Training.* Customer shall limit the use of the Software to its employees who have been appropriately trained. On-site training by Licensor may be provided for $975 per full day of training (the amount below for training is not included as part of the License Fee in Section 2 above).

QTY (DAYS)	TYPE	FEE	TOTAL
0	N/A	$	$ 0
N/A	N/A	$	$ 0
	Total		$ 0

Notes:

6. Warranty
   a. *Warranties.* Licensor makes no warranties with respect to the software, express or implied, including but not limited to the implied warranties of merchantability and fitness. Customer accepts the products "As Is".
7. Limitations Period
   a. *Limitations Period.* No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.
8. No Consequential Damages
   a. *No Consequential Damages.* Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

9. Limitation on Recovery
   a. *Limitation on Recovery.* Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.
10. Term and Termination
   a. *Effective Date.* This Agreement and the license granted hereunder shall take effect on July 1, 2017 .
   b. *Annual Renewal.* This Agreement shall automatically renew July 1, 2018 for an annual fee of $ 799 per year and each subsequent year, unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.
   c. *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or (ii) Upon a party giving thirty (30) day notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement. Additionally, upon the Customer's request, the Licensor agrees that a Pupil's Records shall not be retained or available to the Licensor upon completion of the terms of the Agreement, or upon its termination.
11. Assignment
   a. *Assignment.* Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.
12. Force Majeure
   a. *Force Majeure.* Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
13. Notices
   a. *Notices.* All notices under this Agreement are to be delivered by (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice, (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice, or (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice. The notice shall be deemed delivered (i) if by registered mail, four (4) days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day of delivery, and (iii) if by hand delivery, on the date of hand delivery.

Licensor	Customer
Gray Step Software, Inc. PO Box 4408 El Dorado Hills, CA 95762	San Ysidro Middle School 4345 Otay Mesa Rd. San Diego, CA 92173

14. General Provisions
   a. *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.
   b. *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.
   c. *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

d. *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

e. *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of California. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of California.

f. *Compliance.* The Customer agrees to work with the Licensor to ensure compliance with FERPA and other applicable student data privacy laws.

g. *Data Security.* The Licensor maintains procedures to ensure the security and confidentiality of all pupil records, including but not limited to designing and training appropriate individuals on ensuring the security and confidentiality of pupil records. Such procedures include password protection, HTTPS protocol for data encryption, and secured redundant backups and mirrored drives. Licensor servers are located in a secure location that requires card key access and two-factor biometric authentication. Our server facility is guarded 24 hours per day, 7 days a week both on the interior and exterior of the facility, including cameras and personnel. In the event of an unauthorized disclosure of a Pupil's Records, the Licensor shall report said unauthorized disclosure to the Customer.

h. *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

i. *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

j. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Licensor:	Customer:
Signature	Signature
Brian Cichella	
Name	Name
President	
Title	Title
Date	Date

ASBWorks.com

"Empowering Education through Technology"

There is an alternative and dependable solution to your current ASB accounting software!

Gray Step Software, Inc., a leader in school technology support, offers that solution. Our program, ASBWorks™, provides customer support without an additional fee, and our online/in person credit card transactions offer the lowest transaction fees in the industry!

Here is a sample of what you'll get from ASBWorks™ for one low price!



- ✓ **Web-Based Accounting Solution -** Securely access your account ledger, or view reports from any desktop or laptop computer with internet access, and **no limit to users**.
- ✓ **Free Support -** No additional fees for online or phone support.
- ✓ **Online Store -** ASBWorks™ web store offer the lowest transaction fees in the industry and can easily be set up in a matter of minutes.
- ✓ **Point-of-Sale (POS) with Batch Reporting -** Conduct transactions at remote locations, online or offline, with recording and reporting from the school to the bank.
- ✓ **Credit Card POS Integration -** Fully integrated credit card transactions entered through our POS system flow automatically to your bank accounts and reporting system.
- ✓ **Customized Reporting -** Real-time reports for revenues, expenditures, transfers, adjustments, and student accounts, all of which can be viewed from the district supervisor level and easily exportable to excel.
- ✓ **Student Fee / Fine Collection / Fines Report -** Tracks students' fees/ fines over an entire academic career, and show the status of levied fines.
- ✓ **Split Sales -** Allows for sale of items to be split into more than one ledger account.
- ✓ **Discount Option -** Apply discounts to ASB cardholders, students, or teachers.
- ✓ **Product "Modifiers" and "Bundling" -** Categorize products within Point of Sale or the Webstore for purchase by sizes, colors, etc., or collectively in groups, and modify prices.
- ✓ **Equipment Tracking -** Track locations of equipment / uniforms/textbooks.
- ✓ **Invoice Tracking** – Track invoices as they come in to keep from duplicating payments.

Visit us online at **www.asbworks.com**, or call us toll-free, at **(844) 944-7798.**

GRAY STEP SOFTWARE ASBWorks.com

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: CALIFORNIA COALITION FOR ADEQUATE SCHOOL HOUSING - PROFESSIONAL MEMBERSHIP RENEWAL

BACKGROUND INFORMATION:
Per the Deputy Superintendent's employment agreement Professional Activities Section 11.A, the District shall pay the membership dues in associations, as well as any community service organizations and/or other relevant local, state or national organizations as recommended by the Superintendent and approved by the Board.

The District recommends that the Deputy Superintendent's membership to the California Coalition for Adequate School Housing (C.A.S.H.) be renewed for school year 2017-18.

RECOMMENDATION:
Approve the membership renewal for J. Arturo Sanchez Macias, Deputy Superintendent to the California Coalition for Adequate School Housing at a cost of $508.00 from the general fund.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$508.00 (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

CALIFORNIA'S
COALITION
for ADEQUATE
SCHOOL HOUSING™

1303 J Street Suite 520
Sacramento, CA 95814
Phone: (916) 448-8577 / FAX: (916) 448-7495
TAX ID #94-2856557

Thursday, March 30, 2017

Invoice #: 2017 - 05 - 36

J. Arturo Sanchez Macias
San Ysidro Elem. SD
4350 Otay Mesa Rd
San Ysidro, CA 92173-1685

RENEWAL NOTICE

Annual CASH Membership Dues

For the period: **05/01/2017 - 04/30/2018** **$508.00**

Contact: J. Arturo Sanchez Macias Phone: (619) 428-4476 FAX: (619) 428-9355
4350 Otay Mesa Rd
San Ysidro, CA 92173-1685
Email: arturo.macias@sysd.k12.ca.us

Total Due: **$508.00**

Pay Online with your VISA, MasterCard, or American Express.
Go to: http://www.cashnet.org/

ATTENTION: PRIVATE FIRMS -- In compliance with the Omnibus Budget Reconciliation Act of 1993, you may deduct 56.7% of your CURRENT MEMBERSHIP DUES as a Business Expense. Further information regarding this Law should be obtained from your Tax Advisor.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH FEEDING SAN DIEGO FOR THE 2017-2018 SCHOOL PANTRY PROGRAM PARTNERSHIP - WILLOW SCHOOL

BACKGROUND INFORMATION:
The San Ysidro School District is partnering with the Feeding San Diego to bring free nutritious food to our students and their families through the School Pantry Program. Feeding America San Diego will deliver the food to participating school sites. The food will be stored at the school sites and distributed to families on a bi-weekly basis. This is a great collaborative effort and a great support to students and their families in need.

Feeding San Diego has approved to have these services at Willow School for the term of August 1, 2017 to July 20, 2018. The District is working diligently to have these types of programs at all schools.

RECOMMENDATION:
Approve the agreement with Feeding San Diego for the School Pantry Program at Willow School during school year 2017-18. These services are provided at no cost to the students, families and District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

FEEDING SAN DIEGO

SCHOOL PANTRY PROGRAM PARTNERSHIP AGREEMENT
2017- 2018

FEEDING SAN DIEGO AGREES TO:

1. Identify and procure staple food items, produce, and supplies necessary for the operation of the School Pantry Program.
2. Provide or coordinate training opportunities for pantry coordinators staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
3. Schedule an Annual School Partner meeting to facilitate communication and information sharing between FSD and school partners.
4. Provide a primary contact for the School Pantry Program from FSD staff to provide oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
5. Provide CalFresh outreach and nutrition education and/or cooking demonstrations when available.
6. Ensure that program partner meets national and local School Pantry Program objectives and compliancy standards through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
7. Delivery monthly communication to all school partners relaying updates and network opportunities.

THE UNDERSIGNED PRINCIPAL OF WILLOW SCHOOL **(NAME OF SCHOOL)—HEREINAFTER REFERRED TO AS "SCHOOL PARTNER"—AGREES TO ABIDE BY THE FOLLOWING FEEDING SAN DIEGO POLICIES:**

1. Ensure that the site complies with all applicable federal and local statutes, ordinances, and regulations.
2. Abide by all Feeding America and Feeding San Diego compliancy standards regarding program administration and food safety.
3. Operate the School Pantry Program throughout the duration of the program year, which runs from August 1, 2017 to July 20, 2018.
4. Provide a primary and a secondary school coordinator, at least one of which who will be present at every distribution, who will serve as contacts for any issues related to the pantry.
5. Recruit and train 8-10 volunteers to support the operations of the program.
6. Host a bi-weekly distribution of groceries open to all families in the school using the "client choice" distribution model. The distribution dates and times will remain consistent during the course of the program year.

FEEDING SAN DIEGO 9455 Waples St. Suite 135 San Diego, CA 92121 · (858) 452-3663 · (858) 768-7438 (fax) · www.feedingsandiego.org

7. Distribute FSD product regardless of race, ethnicity, religion, gender, politics, or sexual orientation.

8. Submit monthly reports *(using link provided by FSD)* no later than the 5th of the month following the distribution (For example: The report for all distributions in April would be due no later than May 5th.)

9. Allow FSD staff to conduct, at a minimum, one annual monitoring visit to ensure proper food storage and handling in the pantry area.

10. Not allow FSD items to reenter commercial channels, which would include selling, transferring, or bartering items in exchange for money, property, or services. In addition, the food cannot be used for other school programs or given to staff or non-participating students.

11. Attend relevant trainings and meetings provided by FSD on an as needed basis, including the mandatory Annual School Partner Meeting.

12. Safely handle and store pantry food items in accordance to the "Quick Food Safety Guidelines" *(to be provided by FSD).*

13. Make available to clients any nutrition education information that FSD provides.

14. Make available to clients FSD-supplied information about other food assistance programs, such as, CalFresh (formerly known as food stamps), and other emergency food pantries. In addition, the school partner will coordinate with FSD to host CalFresh workshops at the pantry site.

15. Post and/or distribute branding materials of FSD and school pantry. This can include, but is not limited to, any of the following: wall signage, brochures and reference info, branded bags, photo releases on pre-scheduled days, and permission to announce partnership in all mediums.

16. Receive product from FSD only in the quantity necessary for the program, as determined by FSD through numbers reported.

17. Not distribute food to any other agency or entity.

18. Respond, in a timely manner, to any requests by FSD for client stories, photos, or other requests for marketing purposes.

19. Abide by all FSD guidelines for pallet and RPC stacking and pick-up (*to be provided by FSD*).

20. Notify FSD immediately of any changes in staff or administration which could affect the operation of the School Pantry.

21. Ensure that all staff and volunteers coming into direct and regular* contact with children through the program are processed and cleared through a yearly background check. Proof of all background checks must be documented and will be verified by FSD staff during the monitoring visit.

*Regular contact is defined as three or more occurrences. Therefore, all volunteers who serve—or intend to serve—three or more times during one academic year must be background checked.

FEEDING SAN DIEGO

PARTNER SCHOOL PROFILE: 2017- 2018

Program (Select One): ☐ BackPack ☒ School Pantry

School: WILLOW SCHOOL	**School District:** SAN YSIDRO SCHOOL DISTRICT	
Principal: MANUEL BOJORQUEZ	School Phone #: 619- 428 - 2231	
Street Address: 226 Willow Rd		
City: SAN YSIDRO	Zip Code: 92173	School Hours: 8:00 AM - 2:30 PM
Site Coordinator *(name, title)*: CONSUELO CARRANZA ASSISTANT PRINCIPAL		
Email: CCARRANZA@SYSD.K12.CA.US	Phone # (and ext.): 619- 428-2231 ext 3785	Work Hours: 7:30 AM - 5:00 PM
Secondary contact *(name, title)*: MANUEL BOJORQUEZ PRINCIPAL		
Email: MBOJORQUEZ@SYSD.K12.CA.US	Phone # (and ext.): 619-428-2231 ext 3799	Work Hours: 7:30 AM - 5:00 PM

Total student enrollment: ≈ 960

Total anticipated student program participation: ≈ 500

Free and reduced-price meal rate: 100%

Top languages spoken at your school: SPANISH

Delivery Request and Distribution Schedule

☐ **Please check this box if you would like to keep the same delivery times from the 2016- 2017 school year.**

☐ **Please check this box if you would like to change your delivery times for the 2016- 2017 school year. Please include below the top 3 times you would like for your delivery in 2017-2018:**

1. _____
2. _____
3. _____

Our distribution start and end date will be: _____

Please list all school holidays here (or attached district calendar):

_____

_____

FEEDING SAN DIEGO

Preferred method of communication:	*Email*	*Telephone*	*No preference*
Best time of day to be reached:	*Morning*	*Afternoon*	*No preference*

Please describe your school's staff and/or volunteer support. *(i.e. number of people, type of involvement, frequency, etc.)*

Does your school receive food assistance, or other social, services from other organizations *(i.e. churches, non-profits, food banks, etc.)*? If so, please describe the services.

If there is any additional information you would like to provide, please provide it here.

Please contact Sam Duke, Kid Programs Coordinator for Feeding San Diego, at (858) 452-3663 ext.116 or sduke@feedingsandiego.org with any questions or concerns.

I have read, reviewed, understand, and agree to abide by all of the above terms. I understand that violation of any of the policies or conditions of this agreement may result in the loss of the program privileges. I understand that this agreement is voluntary and that either party may terminate the agreement by notifying the other party in writing not less than 30 days prior to the desired date.

School Principal Signature	Date
School Coordinator Signature	Date
Director of Programs Signature	Date

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature

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

Date

April 13, 2017
Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

BACKGROUND INFORMATION:
Advancement Via Individual Determination (AVID) is a college readiness program for selected students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators and counseling staff. AVID is an effective component of the San Ysidro School District's commitment to The Compact for Success.

The AVID California Division Program Manager, our AVID District Director, and our site administrators from Vista Del Mar and San Ysidro Middle Schools will collaborate to implement the program at each site. AVID Site teams will be created at the two schools and members of each team will attend the 2017 AVID Summer Institute scheduled for June 28-30, 2017. Additional professional development services and programmatic support will be provided by the AVID Center.

Cost implications include $24,447.00 for contracted services and $25,000.00 for professional development including parking and mileage.

RECOMMENDATION:
Approve the agreement with the Advancement Via Individual Determination (AVID) Center for Vista Del Mar and San Ysidro Middle Schools and the participation of site teams to the Summer Institute with an estimated cost of $49,447.00 from the supplemental and concentration fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$49,447.00	Supplemental and Concentration Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

AVID Center HQ
9246 Lightwave Ave
Suite 200
San Diego, CA 92123
Phone: (858) 380-4800
Fax: 1-800-915-6897

Quote: San Ysidro School District

To	From
San Ysidro School District	Pamela Specht
Arturo Sanchez-Macias	E-mail: pspecht@avidcenter.org
4350 Otay Mesa Road	Phone: 858-380-4725
San Ysidro, CA 92173	

Summary

Total Amount:	**$24,447.00**	Quote ID:	QUO-07986-T1Y6D4
Shipping Method:	FedEx	Date:	2/10/2017
Payment Terms:	Net 30		
Number of SI:	8	Number of Elementary Libraries:	
Number of Memberships:	2	Number of Middle Libraries:	1
Number of AVID Weekly:	1	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site:	ADL Year 2	AVID District Leadership Ship To: Kelli Hay 4350 Otay Mesa Road, San Ysidro, CA 92173	1.00	$5,800.00	$5,800.00
Site: San Ysidro Middle School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	$519.00	$519.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: San Ysidro Middle School Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	$3,799.00	$3,799.00
Site: Vista Del Mar Middle School Program Level: Secondary	C 1500RN	Middle School Library Set Ship To: Maria Rodriguez 4885 Del Sol Blvd, San Diego, CA 92154 Delivery Date: 7/31/2017	1.00	$4,300.00	$4,300.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	$3,799.00	$3,799.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	8.00	$760.00	$6,080.00

Pre Freight Amount	$24,297.00
Total Tax	$0.00
Freight Amount	$150.00
Total	**$24,447.00**

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 Exhibit:

The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

1.10 AVID District Director: District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2017 to June 30, 2018 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1 Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8 Compliance With Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1 Quotes–Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1 Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7 No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center, a California Non-Profit Corporation 501(c)(3)	San Ysidro School District CA
Signature: AVID Center Authorized	Signature: Client Authorized
Printed or Typed Name	Printed or Typed Name
Title	Title of Designee
Date	Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 ADL Training: AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 Materials: After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum

As per Middle School Library or High School Library being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum ("AVID Secondary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the standard terms and conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Secondary Curriculum

1.1 AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle School or High School—consists of a set of AVID publications and materials.

1.2 Curriculum Library: To ensure proper implementation of AVID Secondary, Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site newly implementing AVID Secondary, as listed on the Quote. AVID Curriculum Library prices are set forth on the Quote. Client shall be entitled to use AVID Secondary libraries only at the AVID Member Sites listed on the Quote with a Program Name that includes "Secondary" and for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the certification processes;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2017 to June 30, 2018 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Methodologies. AVID Methodologies may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

2. District monies can be used for the purchase of perpetual trophies or plaques to be engraved with the names of employees or students as long as the trophy/plaques remain on the district premises.

   Sweaters for Pep Club can be purchased for use in the club activities; however, they cannot be retained by the individual.

Event Registration :: Registration Status Tool

Instructions: To reduce the number of results returned, add specific information about the person that you are searching for. The fields you enter are cumulative. If you add a first name and select a role, you will search for people with that name who have that role.

Search Criteria

Search Type

(•) Registrant ( ) Accounting ( ) Manage Registration ( ) Summary Report ( ) Event Overview ( ) My Site(s) Registrations ( ) Registrant Info
( ) Registration History ( ) Contract/Session Verification ( ) Wait List Registrations ( ) LMS Registrant Search

Contact Name/Email/ID:

Organization Name:

Reg ID(s):

[Separate with commas]

Role Type(s):
-- Select a type --
AHE AVID Center Staff
AHE AVID Seminar Instructor
AHE Division AVID Center Staff
AHE SSI Administrator
AHE SSI Campus Team Member
AHE SSI Liaison
AHE TPI Administrator

Attendance: All

Invoice Number

Check/PO Number

Organization Type (filters organization names)

Division: AVID Center - California Division Office

State: CALIFORNIA

Region: CA Region 9

County: CALIFORNIA > San Diego

District: San Ysidro School District

Organization Name (filtered by location)

Event Type: Summer Institute

Event Year: 2017

Event Status: All Events

Event(s)
2017-San Diego 2 Summer Institute-MV
2017-Denver Summer Institute
2017-Minneapolis Summer Institute
2017-Philadelphia Summer Institute
2017-San Antonio Summer Institute
2017-Sacramento Summer Institute
2017-Anaheim Summer Institute
2017-San Diego 1 Summer Institute-Downtown

Strand Type -- All Strand Types --

Strand(s)
-- All Strands --
ADL Session 1
ADL Session 4
Advancing the AVID Elective: Middle School and High S
Advancing the District Director Role
AVID Academic Language and Literacy: A Schoolwide
AVID Bridges
AVID Career and Technical Education (CTE)

Perform Search | Reset Filters | Export List (CSV)

Search Results

Reg. ID	Name	Job Title	State	Region	District	Site	Event	Strand	Attendance
476238	Hay, Kelli	Coordinator, Federal and State Programs	CALIFORNIA	CA Region 9	San Ysidro School District		2017-San Diego 1 Summer Institute-Downtown	ADL Session 4	Unconfirmed
462972	TBA, 462972		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	Leadership for Advancing	Unconfirmed
462975	TBA, 462975		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	Mathematics 2	Unconfirmed
462976	TBA, 462976		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	Mathematics 2	Unconfirmed
462977	TBA, 462977		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	Critical Reading 2	Unconfirmed
462978	TBA, 462978		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	History/Social Science Through Inquiry	Unconfirmed

462994	TBA, 462994		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	English Language Arts: Exploring Texts with Strategic Reading	Unconfirmed
462996	TBA, 462996		CALIFORNIA	CA Region 9	San Ysidro School District	San Ysidro Middle School	2017-San Diego 1 Summer Institute-Downtown	Science 2	Unconfirmed
462584	TBA, 462584		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Critical Reading 1	Unconfirmed
462586	TBA, 462586		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Leadership for Implementation: Middle School	Unconfirmed
462590	TBA, 462590		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Leadership for Implementation: Middle School	Unconfirmed
462591	TBA, 462591		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Counseling: Middle School	Unconfirmed
462592	TBA, 462592		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Implementation: Middle School	Unconfirmed
462593	TBA, 462593		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Mathematics 1	Unconfirmed
462595	TBA, 462595		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Science 1	Unconfirmed
462597	TBA, 462597		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	History/Social Science Through Inquiry	Unconfirmed
462971	TBA, 462971		CALIFORNIA	CA Region 9	San Ysidro School District	Vista Del Mar Middle School	2017-San Diego 1 Summer Institute-Downtown	Writing Across the MS/HS Content Areas	Unconfirmed

17 active record(s).

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THINK TOGETHER, INC. FOR VISUAL AND PERFORMING ARTS (VAPA)

BACKGROUND INFORMATION:
THINK Together, Inc. - Visual and Performing Arts (VAPA) team supports teachers during their release time by preparing and implementing lessons that enrich students learning through VAPA and other disciplines such as STEM/STEAM. In addition, the VAPA team will collaborate with teachers during their Data Reflection Sessions to provide support/intervention as appropriate, as well as fulfill Physical Education requirements as needed. Teachers will be provided release time to work on data analysis, data driven common agreements, facilitated instructional planning and other professional learning collaborations.

THINK Together, Inc. will utilize the staff it employs to operate the District's After School Education and Safety (ASES) Program to work side-by-side with credentialed Lead Substitute Teachers, employed by THINK Together, Inc., to provide academic and enrichment activities selected in consultation with school and District administrators to Kinder – 6th grade students during the hours when their regular classroom teachers are engaged in data reflection session or other professional development activities.

This agreement was originally Board approved on September 8, 2016 with an annual cost of $386,260.00. This amendment reflects changes to *labor costs* which will reduce the annual cost from $386,260.00 to $344,565.00 a difference of $41,695.00. Additional expenses for materials and supplies to deliver the selected activities shall be reimbursed by the District in an amount not to exceed $28,230.00.

RECOMMENDATION:
Approve/Ratify the amendment to the Memorandum of Understanding with THINK Together, Inc. for the 2016-17 Visual and Performing Arts (VAPA) Program at an annual cost of $344,565.00 for labor and $28,230.00 for supplies and materials for a not to exceed total of $372,795.00 from the supplemental and concentration fund.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$372,795.00	Supplemental & Concentration Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND THINK TOGETHER, INC.

The Memorandum of Understanding ("MOU") approved on September 8, 2016, between San Ysidro School District (SYSD), and THINK Together, Inc., a California non-profit corporation ("THINK"), for the purpose of delivering visual and performing arts (VAPA) services, is herewith amended on **April 14, 2017** (the "Effective Date") as follows:

PAYMENT

SYSD will pay to THINK an annual fee not to exceed $344,565 (THREE HUNDRED FORTY-FOUR THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS) to provide the scope of services described herein. This fee shall include the cost of Lead Credentialed Teachers billed at a rate of $240 per day, and Program Leaders billed at a rate of $135 per day. This fee shall cover labor costs only. Any materials and supplies requested to deliver the selected activities shall be paid by SYSD. THINK will invoice monthly, based on the number of program days delivered during each month.

All other terms of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the Effective Date.

San Ysidro School District	**THINK Together, Inc.**
By: _____	By: _____
Signature	Signature
J. Arturo Sanchez Macias	Randy Barth
Printed Name	Printed Name
Deputy Superintendent	Founder & CEO
Title	Title
_____	_____
Date	Date

Board approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Nadia Aviles, Principal of Ocean View Hills School
Manuel Bojorquez, Principal of Willow School

AGENDA ITEM: AGREEMENT WITH MANO A MANO FOUNDATION

BACKGROUND INFORMATION:
The Mano a Mano Foundation was established to provide cultural sensitive, educational and supportive services to Latino families in the North County San Diego community. It is a 501c3, non-profit organization that provides skill building support groups that help parents and their children to encourage and nurture family success. Mano a Mano also promotes student and family involvement in school; drug and alcohol, and abuse awareness and education, gang prevention and intervention; parenting skill training and parent support groups.

Dr. Beatriz Villarreal will provide parent education workshops to provide actual and up-to-date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children's education. Parents will receive information of how to *prevent* at-risks behaviors and the strategies that will help them educate a healthy, well-mannered, independent, responsible and sensitive youth. The parent education workshops (8 weeks) will be offered at Ocean View Hills and Willow Schools during the months of April and May 2017. The program series costs $4,000.00 per school site.

This agreement was previously approved on March 9, 2017 under the name of Dr. Beatriz Villarreal and has been revised to the organization's name of Mano A Mano. The terms remain the same.

RECOMMENDATION:
Approve/Ratify the agreement with the Mano A Mano Foundation for parent education workshops at Ocean View Hills and Willow Schools during the months of April and May, 2017 at an estimated cost of $8,000.00 from Title I funds.

☐ **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	
$8,000.00 (Amount)	Title I Funds (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide Parent Education workshops services at Ocean View Hills and Willow Schools. An 8 week Spanish speaking program for Latino parents to provide actual, up-to date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children education. Workshops give parents the information of how to *prevent* at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The Speaker shall perform the services described below for the compensation stated in Section 3:

> Keynote speaker/presenter for parent educational meetings to be held at Ocean View Hills and Willow Schools during the months of April and May, 2017 for 8 weeks each as scheduled with each individual school site.

3. Compensation:

DISTRICT will pay SPEAKER a not to exceed amount of $4,000.00 per site. The District is not responsible for any other expenses.

Payment will be made upon submittal of invoice to the Business Services Department for processing of payment.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Termination:

This contract may be terminated at no cost to either party upon 30 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties. Time is of the essence in this agreement. This Agreement shall be governed by the laws of the state of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

MANO A MANO
GUEST SPEAKER – DR. BEATRIZ VILLARREAL, DIRECTOR

Signature: _____ Date: _____

Address: _____

_____

Telephone: (760) 492-8897 E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____
J. Arturo Sanchez Macias, Deputy Superintendent
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved:

SYSD CONTACT PERSONS:

Nadia Aviles
Principal, Ocean View Hills School
(619) 428-4476 ext. 3899
naviles@sysd.k12.ca.us

Manuel Bojorquez
Principal, Willow School
(619) 428-4476 ext. 3799
mbojorquez@sysd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH PITNEY BOWES

BACKGROUND INFORMATION:
The California Participating Addendum (PA) contract #7-12-70-26 is entered between the State of California, Department of General Services and Pitney Bowes, Inc. under the lead State of Arizona Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO) Master Price Agreement #ADSPO11-00000411-7-7-12-70-26. This agreement is available for use by all State Agencies and will include all California subdivision/local government which is includes K-12 schools and community colleges empowered to expend public funds.

The District wishes to acquire the special pricing for purchasing of mailing equipment, supplies and maintenance under this agreement which was awarded to Pitney Bowes. The District would receive significant savings if these particular services are acquired through this "Piggyback" contract which expires on July 11, 2017. The District would retain the services of Pitney Bowes beyond the Piggyback period in order to benefit on the use of the equipment and pricing for a period of 60 months.

RECOMMENDATION:
Approve/Ratify the agreement with Pitney Bowes for mailing equipment, supplies and maintenance via the WSCA/NASPO ADSPO11-00000411-7-7-12-70-26 "Piggyback" agreement at a monthly rate of $120.00 from the general fund.

☐ Renewal ☒ New ☐ Ammendment ☒ Ratify ☐ Other Business Services Reviews:

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #:

Monthly $120.00 (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

pitney bowes

WSCA/NASPO FMV Lease Option C Agreement Account #10

Agreement Number

Your Business Information

SAN YSIDRO SCHOOL DISTRICT		956002821	
Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
4350 OTAY MESA RD	SAN YSIDRO	CA	92173-1685
Billing Address : Street	City	State	ZIP+4
Araceli Sanchez	(619) 428-9859	0011829360	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
4350 OTAY MESA RD	SAN YSIDRO	CA	92173-1685
Installation Address (if different from billing address) : Street	City	State	ZIP+4
Araceli Sanchez	(619) 428-9859	0011829360	
Installation Contact Name	Installation Contact Phone #	Installation Account #	
.	2017-05-01		
PO #	Quote Expiration Date		

Your Business Needs

Qty	Item	Business Solution Description
1	DM400C	DM400C Digital Mailing System
1	1FAE	Basic Accounting -50 Accounts
1	1FY9	DM400 70 LPM
1	1GW5	5lb Integrated Weighing Feature
1	4CES	US LIVE DM400C BASE - ES2
1	G900	Meter for DM300/DM400/475 Series
1	G9SS	USPS Tracking Services Activation
1	MP9G	Integrated Weighing Platform
1	SBTA	DM400C Digital Meter System
1	SJ40	SoftGuard for DM400
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM400C Digital Mailing System)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	$ 120.00	$ 360.00

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra

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See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

WSCA/NASPO ADSPO11-00000411-7 7-12-70-26
State/Entity's Contract #

Lessee Signature		Pitney Bowes Signature	
Print Name	Jose Arturo Sanchez Macias	Print Name	
Title	Deputy Superintendent	Title	
Date	04/06/17	Date	
Email Address	arturo.macias@sysd.K12.ca.us		

Sales Information

Mike Motley	mike.motley@pb.com
Account Rep Name	Email Address

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	Contract Amendment		State of Arizona State Procurement Office 100 N. 15TH Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO11 – 00000411-7	PAGE 1 OF 1	
	Amendment No.:TEN (10)		

CONTRACTOR:	STATE AGENCY:
Pitney Bowes 3001 Summer Street Stamford, CT 06926	AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007
CONTACT: Art Adams PHONE: 203-351-7866 EMAIL: art.adams@pb.com	CONTACT: Christopher Lacey PHONE: 602.542.7165 EMAIL: christopher.lacey@azdoa.gov

WSCA/NASPO Mailing Equipment, Supplies and Maintenance
Arizona Participating Agreement

Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6.the above Contract shall be extended for an additional ninety days beginning April 12, 2017 to July 11, 2017.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State
Signature 3/22/2017 Date	Signature 3-23-17 Date
Arthur E Adams Jr Director, Government Contract Compliance Printed/Typed Name and Title	Christopher Lacey State Wide Procurement Manager Printed/Typed Name and Title

CALIFORNIA PARTICIPATING ADDENDUM NO. 7-12-70-26
AMENDMENT 2

WSCA-NASPO Cooperative Purchasing, LLC
Mailing Equipment, Supplies And Maintenance
Pitney Bowes, Inc.
Master Price Agreement
Contract # ADSPO11-00000411-7

The parties hereto mutually agree to amend Participating Addendum No. 7-12-70-26 as follows:

Section 2. Contract Term, subparagraph A. is amended to now read as follows:

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end October 11, 2016, or upon termination by the State, whichever occurs first.

All other terms and conditions of the original Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA		PITNEY BOWES, INC.	
By:		By:	
Name:	Jim Butler	Name:	Arthur E. Adams Jr.
Title:	Deputy Director	Title:	Director, State and Local Contracts
Date:	October 10, 2014	Date:	9/26/2014

CALIFORNIA PARTICIPATING ADDENDUM NO. 7-12-70-26
WESTERN STATES CONTRACTING ALLIANCE (WSCA)/NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)
MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
PITNEY BOWES, INC.
MASTER PRICE AGREEMENT
CONTRACT # ADSPO11-00000411-7

This Participating Addendum Contract Number 7-12-70-26 is entered into between the State of California, Department of General Services (hereafter referred to as "STATE" or "DGS") and Pitney Bowes, Inc. (hereafter referred to as "CONTRACTOR") under the lead State of Arizona Western States Contracting Alliance (WSCA) and National Association of State Procurement Officials (NASPO) Master Price Agreement Number ADSPO11-00000411-7.

1. Scope

   A. This Participating Addendum (PA) covers the purchase of Mailing Equipment, Supplies and Maintenance under the WSCA/NASPO Master Price Agreement No. ADSPO11-00000411-7. The Master Price Agreement, the CONTRACTOR'S Proposal and Price Lists listed below are hereby incorporated by reference and shall apply to the purchase of goods or services made under this PA:

      1) WSCA/NASPO Master Price Agreement Number # ADSPO11-00000411-7
      2) CONTRACTOR's response to WSCA/NASPO Solicitation Number # ADSPO11-00000411
      3) CONTRACTOR's pricing posted on its California specific website which shall be accessible from a link at BidSync at http://www.bidsync.com/ and the DGS Leveraged Procurement Agreement website at: http://www.dgs.ca.gov/pd/Programs/Leveraged.aspx.

   B. This Master Price Agreement is available for use by all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

   C. Each political subdivision/local government should make its own determination whether the WSCA/NASPO program is consistent with its procurement policies and regulations.

2. Contract Term

   A. The term of this Participating Addendum shall begin upon signature approval by the STATE and will end October 12, 2013, or upon termination by the STATE, whichever occurs first.

   B. Lead State amendments to extend the term date are **NOT** automatically incorporated into this Participating Addendum.

3. Mandatory Statewide Contracts

   Products and services provided under this Participating Addendum are **NOT** available on mandatory statewide contracts and are **NOT** subject to the STATE's requirements for exemption to purchase a mandatory statewide contract good or service.

4. Terms and Conditions

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this PA as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. These include:

      1) STATE Information Technology (IT) General Provisions – GSPD401IT, effective 06/08/10. The ten (10) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf
      2) STATE Information Technology (IT) Purchase Special Provisions, effective 02/08/07. The two (2) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/Purchsespecial020807.pdf
      3) STATE Information Technology (IT) Maintenance Special Provisions, effective 1/21/03. The five (5) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf
      4) STATE Information Technology (IT) Software License Special Provisions, effective 1/21/2003. The five (3) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf
      5) American Recovery and Reinvestment Act (ARRA) Supplemental Terms and Conditions
         The supplemental terms and conditions for contracts using ARRA funds apply to the Requesting Agency. If or when CONTRACTOR, as a vendor, is notified by Requesting Agency that a specific purchase or purchases are being made with ARRA funds, CONTRACTOR agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. CONTRACTOR as it relates to purchases under this contract is not a subcontractor or subgrantee, but simply a provider of goods and related services. The ARRA supplemental terms and conditions can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf

5. Order of Precedence

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this contract, the following descending order of precedence shall apply:

1) Information Technology (IT) General Provisions – GSPD401IT (Effective 06/08/10)
2) California Participation Addendum Contract No. 7-12-70-26
3) WSCA/NASPO Master Price Agreement Number # ADSPO11-00000411-7

6. Exclusions to Lead State Master Price Agreement:

STATE specifically excludes the following provisions from the Lead State Master Price Agreement # ADSPO11-00000411-7:

A. Standard Contract Terms & Conditions, NASPO & WSCA
1) Comprehensive Financial Options That Should be Included:

B. Special Terms and Conditions
1) Paragraph 4.6.3 – Comprehensive Financial Options That Should be Included:

C. Statement of Work
1) Paragraph 2.4 – Included products, services and support. Exclude items not listed in Section 7. Available Product and Services below, and additional categories or groups not included in original Price Lists.
2) Paragraph 2.6.7 Software purchases or subscriptions. Delete last sentence that states: "All Software Terms and Conditions will be negotiated and agreed to by either the end user or the Participating Entity as defined in the PA."
3) Paragraph 2.7 Services – Disallow the services for the following unevaluated costs:
   a) Assembly, Production Equipment only
   b) Software Installation/Integration
   c) Design, Production Equipment Only
   d) Lease/Rental Finance Options
4) Paragraph 2.7.1.2 – Annual Maintenance Agreements – Disallow services for the following costs not listed in Price Lists:
   a) Four (4) hour on-site response
   b) Twenty-four hour a day (24/7) maintenance response
5) Paragraph 2.7.4. – Installation/Integration – Disallow purchase of services not evaluated or included in Price Lists.
   a. Installation & Integration costs
   b. Special "rigging"
6) Paragraph 2.7.5. – Software and Software Maintenance - Disallow services for software installation for integration costs not evaluated.

7. Available Products & Services

A. The following product and service offerings are allowed under this Participating Addendum:

1) Postage Meter Rental
2) Ultra Low Volume Mailing Systems
3) Low Volume Mailing Systems
4) Medium Volume Mailing Systems
5) High Volume Mailing Systems
6) Integrated Postal Scales
7) High Volume Letter Folders
8) Inserter Production
9) Low Volume Folder-Inserter
10) Medium Volume Folder-Inserter
11) High Volume Folder-Inserter
12) Production Folder-Inserter
13) Low Volume Ink Jet Envelope Addressing System
14) Medium Volume Ink Jet Envelope Addressing System
15) High Volume Ink Jet Envelope Addressing System
16) Production Ink Jet Envelope Addressing System
17) Low Volume Tabbers
18) Medium Volume Tabbers
19) Pre-Sorting Equipment
20) Software License and Subscription
21) Mailroom Specific Furniture

8. Restricted Products & Services

A. The following product and service offerings are restricted under this Participating Addendum:

1) Statement of Work
   a) Paragraph 2.7.2. – Legacy Maintenance is subject to advertising exemptions and non-competitive bid approval as applicable in the State of California, State Contract Manual. Local governmental agency restrictions on purchases of goods and services may apply.

9. Disallowed Products & Services

A. The following product and service offerings are disallowed under this Participating Addendum. This restriction does not apply to local government entities.

1) Leasing and Rental Options.

2) Products:
   a) Remanufactured Equipment
   b) Production Volume Mailing Systems
   c) Low Volume Envelope Mail Labeler
   d) Medium Volume Mail Labeler
   e) High Volume Mail Labeler
   f) Production Envelope Mail Labeler
   g) Production Tabbers
   h) Check Printing/Imprinting
   i) Pressure Sealing Production
   j) Bursting Equipment
   k) Extractors

3) Services:
   a) Leasing of equipment
   b) Rental of equipment other than postage meters
   c) Financing Options
   d) Design costs for production equipment and installation
   e) Design costs for Assembly Installation, Production only
   f) Legacy Maintenance
   g) Four (4) hour on-site maintenance response
   h) Twenty-four (24/7) hour maintenance response
   i) Special 'rigging'
   j) Integration of Software not paid for by CONTRACTOR

10. Equipment Additions/Deletions

A. Upon the STATE's approval, CONTRACTOR may add or delete contract equipment introduced or removed from the market by the manufacturer provided the equipment is within existing awarded categories under the WSCA/NASPO Master Price Agreement.

B. CONTRACTOR shall submit a written notice of equipment additions/deletions for the STATE's approval prior to updating the dedicated contract website for California.

C. CONTRACTOR shall not add new categories or groups of equipment or services under this PA that were not originally included in the Lead State Master Price Agreement.

11. Price List

A. The price list posted to the dedicated contract website for California shall include the following:

1) Manufacturer Suggested Retail Price (MSRP) as originally awarded
2) Discount from MSRP as originally awarded

3) Original Pricing after application of discount
4) Current MSRP
5) Current discount from MSRP
6) Current pricing after application of discount

B. Discounts from MSRP may be increased, but not decreased, during the contract term.

C. CONTRACTOR shall submit a written notice of MSRP and pricing increases for the STATE's approval prior to updating the dedicated contract website for California.

D. CONTRACTOR price lists shall contain the manufacturer model number applicable to the products available for purchase.

12. MSRP Increases

STATE may authorize Manufacturer Suggested Retail Price (MSRP) increases as allowed in the LEAD State Master Price Agreement, *Special Terms and Conditions, Paragraph 3.5 – Contract Term.* MSRP price increases to the California PA are subject to the United States Bureau of Labor Statistics, Western Region Consumer Price Index (CPI) for the previous calendar year. The change in price shall not exceed the percent change in the CPI index between the specified time period (current year versus previous year). CONTRACTOR must submit a written request for the cost increase to the DGS STATE Contract Administrator at least forty-five (45) days prior to the effective day for the change in MSRP pricing. CONTRACTOR shall describe the circumstances causing the price increase and shall include a full justification for the price change. Price increases less than two percent (2%) will not be approved by STATE. Price adjustment shall not be included in CONTRACTOR MSRP unless, and until, it is approved by the STATE.

13. Receiving Orders

A. PURCHASE OF EQUIPMENT: In order for CONTRACTOR to receive a Purchase Order (STD 65 – PURCHASE ORDER) for the purchase of equipment and associated goods and services under this PA, CONTRACTOR must respond to a Request for Offer from Requesting Agency's that shall include:

1) All relevant Requesting Agency contact information necessary for CONTRACTOR to respond to Request for Offer
2) A detailed specification or scope of work (SOW) for the goods and services required
3) The term for the point of sale maintenance purchased

B. CONTRACTS FOR SERVICES: State of California, Requesting Agency service contracts (STD 213 – STANDARD AGREEMENT) for postage meter rental, proprietary or legacy maintenance are subject to the advertising considerations

and exemptions in the State Contract Manual (SCM). Local governmental agency restrictions on purchases of goods and services may apply.

14. Requesting Agency Responsibilities

A. CONTRACTOR SELECTION

1) State and local government agencies use of this Cooperative Agreement is optional.

2) A User Guide will be prepared and administered by the DGS STATE Contract Administrator. All Requesting Agencies must refer to the User Guide before utilizing the Contractor Selection process.

3) INITIAL PURCHASE OF GOODS AND SERVICES: Requesting Agencies electing to use this Cooperative Agreement for the initial purchase of mailing equipment and associated goods and services must select a Contractor using the Best Value Request for Offer (RFO) process:

a) Requesting Agency will develop an RFO utilizing the template located at: http://www.documents.dgs.ca.gov/pd/poliproc/RFO12192011.pdf

b) Include information in the RFO such as:

1) All relevant Requesting Agency contact information necessary for Contractor to respond to Request for Offer
2) A detailed Scope of Work (SOW) for the service or good required
3) If applicable, the term of the proposed Service Contract.

c) Requesting Agency must solicit Offers from all contractors in the relevant award categories.

d) Contractors may offer greater discounts than that those published in their dedicated California pricing website.

e) Requesting Agency shall review all responsive offers and select a contractor based on best value.

f) Requesting Agency must document the results of the best value RFO process.

4) PURCHASE OF SERVICES ONLY: State of California agencies requesting Postal Meter Rental, proprietary or Legacy maintenance may process service contracts STD 213 – STANDARD AGREEMENTS subject to the advertising considerations and exemptions in the State Contract Manual (SCM). Individual local governmental agencies rules on competitive bidding may apply.

B. COMPLIANCE WITH UNITED STATES POSTAL SERVICE REGULATIONS

All State of California and local government agencies requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this Participating Addendum.

15. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the STATE and any subcontractors, and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR.

B. As the prime contractor, CONTRACTOR is responsible for reports and fees required by the terms and conditions of the WSCA/NASPO Master Price Agreement and STATE Participating Addendum.

C. Subject to the approval of the STATE, subcontractors may be added or deleted at any time during the contract term.

D. CONTRACTOR shall submit a subcontractor list identifying the name, address, phone number and email of authorized subcontractors to the STATE Contract Administrator for the STATE's approval prior to updating its California specific contract website.

E. Any subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

16. Invoicing

The STATE Participating Addendum number and Requesting Agency Contract Number shall appear on every purchase order or service contract placed under this Participating Addendum.

17. Quarterly Usage Reporting

A. CONTRACTOR shall submit quarterly reports to STATE for all California purchases or service contracts executed for the period using the report template attached hereto as Attachment A. Quarterly report shall be an Excel

spreadsheet file transmitted electronically to the DGS WSCA mailbox at PD-WSCA@dgs.ca.gov.

B. Tax must NOT be included in the quarterly report, even if it is on the purchase order or in a service contract.

C. The quarterly report is due even when there is no activity. Any quarterly report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit quarterly reports on a timely basis shall constitute grounds for suspension of this contract. Quarterly reports are due by the end of the following months for each quarter. For example:

Quarter 1-JUL 1 to SEP 30	Due OCT 31
Quarter 2-OCT 1 1 to DEC 31	Due JAN 31
Quarter 3-JAN 1 to MAR 31	Due APR 30
Quarter 4-APR 1 to JUN 30	Due JUL 31

D. New contracts, amendments for renewals of existing contracts will be approved ONLY if all due usage reports have been submitted to STATE.

18. Payment of Administrative Fee

A. Each quarter CONTRACTOR shall submit a check, payable to the State of California, remitted to the WSCA Payment Processing Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period. Include this Participating Addendum Contract Number 7-12-70-2X on the check. Those checks submitted to the STATE without the Participating Addendum Contract Number will be returned to CONTRACTOR for additional identifying information. Submit checks to:

State of California
Department of General Services, Procurement Division
Attention: WSCA Payment Processing
707 3rd Street, MS 2-202
West Sacramento, CA 95605

B. The administrative fee shall not be included as an adjustment to CONTRACTOR's WSCA/NASPO pricing and not invoiced or charged to the purchasing entity.

C. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity. Failure to submit quarterly administrative fees on a timely basis shall constitute grounds for suspension of this contract. Payments are due by the end of the following months for each quarter. For example:

Quarter 1-JUL 1 to SEP 30	Due OCT 31
Quarter 2-OCT 1 1 to DEC 31	Due JAN 31
Quarter 3-JAN 1 to MAR 31	Due APR 30
Quarter 4-APR 1 to JUN 30	Due JUL 31

19. Termination of Contract

The STATE may terminate this contract at any time upon thirty (30) days prior written notice to the CONTRACTOR. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the CONTRACTOR of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

20. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

21. Contract Management

A. The primary CONTRACTOR contact for this Participating Addendum shall be as follows:

Contractor Name:	Pitney Bowes, Inc.
Address:	3775 North Freeway
	Sacramento, CA 95836
Contact:	Bill Walter
E-Mail:	Bill.Walter@pb.com
Phone:	(480) 206-2984
Fax:	(203) 460-5758

B. Should CONTRACTOR's contact information change, CONTRACTOR must provide updated information no later than ten (10) business days after the date of such change to the STATE's Contract Administrator. CONTRACTOR is responsible for notifying the STATE's Contract Administrator in writing of any changes to a contact person, address, phone numbers, or any other information deemed important to the day-to-day operation of this contract.

C. The Contract Administrator for the State of California shall be as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Stacy Jarvis
E-mail: stacy.jarvis@dgs.ca.gov
Phone: (916) 375-4378
Fax: (916) 375-4663

22. Software License Agreement

Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties.

23. New Equipment

Pursuant to Section 32. of the GSPD-401IT, all equipment furnished under this contract shall be newly manufactured goods with the exception of postage meter devices and loaner equipment which can be either new or remanufactured.

This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By Signing below CONTRACTOR agrees to offer the same products/and or services as on the Arizona WSCA/NASPO Master Price Agreement Number ADSPO11-00000411-7 at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA:		PITNEY BOWES, INC.	
By:		By:	
Name:	Jim Butler	Name:	Arthur E. Adams Jr.
Title:	Deputy Director	Title:	Director, State and Local Contracts
Date:		Date:	3/12/2013

WSCA Usage Report Template
Data Elements

Contract Number: _____
Contractor: _____
Reporting Period: _____
Report Value: _____
Administrative Fee: _____

Note: Report all invoiced purchases against contract.

Column Number	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	Column 13	Column 14	Column 15	Column 16	Column 17	Column 18	Column 19	Column 20
Column Name	Ordering Agency Name	State/Local Spend	Invoice Number	Purchase Order Number	Purchase Order Date	Contract Line Item Number	Contract Line Item Group ID	UNSPSC Code (Version 11)	Manufacturer (OEM)	Manufacturer Part Number (OEM #)	SKU # / Item #	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Contract Discount	Extended Contract Price Paid	Index Date / Catalog Version
Description	This is the Department or Local Government Name that best represents the purchasing entity.	Identifies if ordering agency is a State or Local entity.	Identifies the supplier's unique invoice number associated with line item purchased.	Identifies the ordering department's unique purchase order number associated with line item purchased.	The date the agency placed the order.	This identifier uniquely categorizes each line item (commodity/ service) to its respective contractual price. This identifier should match the identifier provided in the contract.	This identifier uniquely categorizes each line item (commodity/ service) to its respective contractual discount. This identifier should match the identifier provided in the contract.	The United Nations Standard Products and Services Code. It's a global multi-sector standard for efficient, accurate classification of products and services. This field should document the appropriate UNSPSC Code for each line item. Website for codes: http://www.unspsc.org/Search.asp	Identifies the manufacturer's name for the line item.	Identifies manufacturer's unique identifier for the line item.	Identifies supplier's unique identifier for the line item.	Informational text about the commodity/service being purchased. Description should be descriptive enough to show the item is consistent with the specifications (high-level).	Descriptor of the packaging unit (i.e. each, box, dozen, case, lbs, pallet etc.).	This field will carry the number of base units in the packaging of the products (# of pencils in a box).	The Quantity purchased for each line item. All returned items are reported as a negative number.	An independently verifiable public price available to the general public. When providing usage reports, this information should reflect list prices at time of order.	This is the contractual price paid for a given line item based on the price (as relative to the contract unit of measure) or discount that was bid.	For line items with a discount structure - this value represents the contractual discount off the List Price. For line items with a fixed price structure, discount is derived based on the following calculation: ((List Price - Contract Price)/List Price) = Contract Discount %.	The suppliers representation of the extended contractual price (Contract Unit Price X Quantity)	The date that designates when the source index Price or catalog was captured. Helps DGS track index price changes (historical frame of reference)
Format	Variable Character	Variable Character	Variable Character	Variable Character	Date	Variable Character	Variable Character	Number	Variable Character	Variable Character	Variable Character	Variable Character	Variable Character	Number	Number	Currency	Currency	Percentage	Currency	Date / Variable Character
Example	Department of General Services	State	2345879	2832820	6/30/2008	1	A	43211503	HP	PT-674344457	4576543245-JH/4567C	HP Compaq 8710p Notebook PC	BOX	10	1	$2,500.00	$1,650.00	66%	$ 1,650.00	OSD 15

STATE OF CALIFORNIA SUMMARY CONTRACTOR:

SALES & ADMIN FEES - 1%

XX Quarter - XXX, - MARCH XX, 201X

WSCA/NASPO CONTRACT ADSPO11-0000041-7

PA #7-12-70-26

	Sales Volume	Admin Fee
Equipment	$ -	$ -
Postage Meter	$ -	$ -
Maintenance	$ -	$ -
Supplies	$ -	$ -
TOTAL FEE:	$ -	$ -

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

   a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

   b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

   c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

   d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

   e) **"Buyer"** means the State's authorized contracting official.

   f) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

   g) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

   h) **"Custom Software" means Software that does not meet the definition of Commercial Software.**

   i) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

   j) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

   k) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

   l) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

   m) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

   n) **"Documentation"** means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

   o) **"Equipment"**is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

   p) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

   q) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

   r) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

   s) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.

   t) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

   u) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

   v) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

   w) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

   x) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

   y) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

   z) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

   aa) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

   bb) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

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cc) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

dd) **"Performance Testing Period"** means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Site License"** means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

ll) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

mm) **"Software Failure"**means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

nn) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

oo) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

pp) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:**
   a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
   b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
   c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
   b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
   d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
   e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

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8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
   a) these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
   b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
   c) Information Technology Special Provisions;
   d) Statement of Work, including any specifications incorporated by reference herein; and
   e) all other attachments incorporated in the Contract by reference.

12. **PACKING AND SHIPMENT:**
   a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
      i) show the number of the container and the total number of containers in the shipment; and
      ii) the number of the container in which the packing sheet has been enclosed.
   b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
   c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
   a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
   b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
   c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. **INSPECTION, ACCEPTANCE AND REJECTION:**
   Unless otherwise specified in the Statement of Work:
   a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
   b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
   c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
   d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

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e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. **SAMPLES:**
   a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
   b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. **WARRANTY:**
   a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
   b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
   c) Unless otherwise specified in the Statement of Work:
      (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
      (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
      (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
   d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
   e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
      (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
      (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
   f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
   a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
   b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
   a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director

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Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   (i) Stop work as specified in the Notice of Termination.
   (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   (iii) Terminate all subContracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   (ii) The total of:
      A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   ii) Make progress, so that the lack of progress endangers performance of this Contract; or
   iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   (i) completed Deliverables,
   (ii) partially completed Deliverables, and,
   (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and
b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

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c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. **LIMITATION OF LIABILITY:**

a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **DOCUMENTATION:**
   a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
   b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. **RIGHTS IN WORK PRODUCT:**
   a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
   b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
   c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
   d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
   e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. **PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:**
   a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
   b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
   c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
   a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

      Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:
      i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
      ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
   b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
   (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
   (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
   (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
   (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.

e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

40. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. **DISPUTES:**

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. **STOP WORK:**

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

43. **FOLLOW-ON CONTRACTS:**
    a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
        (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
        (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
    b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
        (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
        (ii) development or design of test requirements;
        (iii) evaluation of test data;
        (iv) direction of or evaluation of another Contractor;
        (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
        (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
    c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
        (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
        (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
    d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

44. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

45. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

46. **NONDISCRIMINATION CLAUSE:**
    a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
    b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

47. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
    a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
    b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
        (i) the assignee has not been injured thereby, or
        (ii) the assignee declines to file a court action for the cause of action.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

49. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
    a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
    b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
        (i) the dangers of drug abuse in the workplace;
        (ii) the person's or organization's policy of maintaining a drug-free workplace;
        (iii) any available counseling, rehabilitation and employee assistance programs; and,
        (iv) penalties that may be imposed upon employees for drug abuse violations.
    c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
        (i) will receive a copy of the company's drug-free policy statement; and,
        (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

50. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

51. **SWEATFREE CODE OF CONDUCT:**
    a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
    b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

52. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

53. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
    a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
    b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

54. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

55. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

56. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

57. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

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

59. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
    a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
    b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

60. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

STATE MODEL
INFORMATION TECHNOLOGY
PURCHASE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS – IT. DEVELOP AND INCLUDE A STATEMENT OF WORK

1 Liquidated Damages

a. General

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

b. Timing of Delivery

i) Contractor will be liable for any liquidated damages for late performance (including late delivery) specified in the Statement of Work if Contractor fails to provide any subject service or deliver any subject Deliverable, ready for use in substantial conformance with its specifications, on or before the Delivery Dates in the Statement of Work. Unless otherwise specified in the Statement of Work: (A) such liquidated damages will stand in lieu of all other damages for such late performance or nonperformance; and (B) if the Contractor fails to provide a software Deliverable listed in the Statement of Work by the specified Delivery Date, but provides suitable substitution of software acceptable to the State, liquidated damages shall not apply to the listed software Deliverable.

ii) The State will pay additional monetary compensation for early performance to the extent specifically called for in the Statement of Work.

2 Title to Equipment

Unless otherwise specified in the Statement of Work, title to the Equipment shall remain in the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

3 Price Decline (Applicable to Third Party Contractors)

Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to a third party contractor taking title to the Equipment, and should the third party contractor be the recipient of this manufacturer's price decline, it shall be passed on in total to the State by the third party contractor. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

4 Price Decline (Applicable to Manufacturers)

Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

STATE MODEL
INFORMATION TECHNOLOGY
MAINTENANCE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS – IT. DEVELOP AND INCLUDE A STATEMENT OF WORK.

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

1 Maintenance of Equipment

The Contractor is responsible under this Contract to maintain the Equipment identified in the Statement of Work. The Contractor shall keep the Equipment in good operating condition and shall always be responsive to the maintenance requirements of the State. Equipment maintenance shall be provided in accordance with this Contract, with the maintenance charges, Period of Maintenance Coverage, locations, etc. listed in the Statement of Work.

2 Exclusions

a. Maintenance service does not include:

1) Electrical work external to the Machines or maintenance of accessories, alterations, Attachments, or other devices not listed in the Statement of Work.

2) Repair of damage or increase in service time caused by: accident; disaster, which shall include, but not be limited to, fire, flood, water, wind, and lightning; transportation; neglect, misuse, fault or negligence of the State; and alterations, which shall include, but not be limited to, any deviation from Contractor's physical, mechanical, or electrical Machine design, and Attachments.

3) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual–Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control).

4) Repair of damage or increase in service time attributable to the use of the Machines for other than the data processing purpose for which it was acquired.

5) Furnishing platens, supplies or accessories; painting or refinishing the Machines or furnishing material therefore; inspecting Machines altered by other than Contractor; making specification changes or performing services connected with the relocation of Machines; or adding or removing accessories, Attachments or other devices.

6) Such service which is impractical for Contractor to render because of alterations or connection by mechanical or electrical means to another Machine.

7) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of supplies or materials not meeting Contractor's specifications for such supplies or materials.

8) Repair of damage or increase in service time caused by conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than the Contractor.

9) Repair or maintenance by Contractor that is required to restore Equipment to proper operating condition after any person other than Contractor's employee had performed maintenance or otherwise repaired an item of Equipment.

b. The Contractor may be required to perform repair or maintenance on excluded items in paragraph a, above. An additional charge for such repair or maintenance shall be at the established Contract rates in the Statement of Work, or if not stated, be at Contractor's applicable time and material rates and terms then in effect. The procedures for authorization of such maintenance may be the same as those for Remedial Maintenance outside of the Principle Period of Maintenance.

3 Responsibilities of the Contractor

a. This maintenance service includes the following and may be further described in the Statement of Work:

1) Scheduled Preventive Maintenance based upon the specific needs of the individual Machines as determined by manufacturer.

2) Unscheduled, on-call Remedial Maintenance. Such maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by the Contractor.

b. Maintenance parts will be furnished by Contractor and will be new or equivalent to new in performance when used in these Machines. Replaced maintenance parts become the property of the Contractor.

c. Preventive maintenance shall be performed on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the manufacturer. Such schedules shall be in writing and shall specify the frequency and duration of Preventive Maintenance for the Equipment in the Statement of Work.

d. Remedial Maintenance shall be commenced promptly after notification by an authorized State representative that Equipment and/or Software is inoperative.

4 Responsibilities of the State

a. The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the environmental requirements contained in the Contractor's published specifications for the Equipment listed on the Statement of Work.

b Unless mutually agreed to by the Contractor and the State, State personnel will not perform maintenance or attempt repairs to the Equipment while such Equipment is governed by the terms of this Contract.

c Subject to the State's security regulations, the Contractor shall have full and free access to the Machines to provide service thereon.

5 Maintenance Coverage

a. Period of Maintenance Coverage:

1) The State may select a period or periods of maintenance coverage, as stated in the Statement of Work, in accordance with the following:

   (a) A minimum monthly maintenance charge entitles the State to maintenance coverage during the Principal Period of Maintenance.

   (b) The State may select in lieu of the hours available for the minimum monthly maintenance charge, one or more of the optional periods of maintenance coverage for an additional charge as shown in the Statement of Work

2) The hours of maintenance coverage for a Machine on Monday through Friday shall be the same each day; and the hours on Saturday and Sunday shall be the same hours on all Saturdays or Sundays. All Machines covered under this Contract must have a simultaneous span of time within the selected periods of maintenance coverage, at least equal to the shortest period offered for any Machine in the System.

3) The State may change its selected Period of Maintenance Coverage by giving Contractor fifteen (15) days prior written notice.

b. Preventive Maintenance (scheduled)

Preventive maintenance can either be performed within or outside of the Principal Period of Maintenance (PPM). An additional charge may be made for Preventive Maintenance to be performed outside of the PPM, as set forth in the Statement of Work. No additional charge shall be made for Preventive Maintenance that is to be performed within the PPM.

c. Remedial Maintenance (unscheduled)

1) Remedial Maintenance shall be performed after notification by authorized State personnel that the Equipment is malfunctioning.

2) The Contractor shall provide the State with a designated point of contact and will initiate the Remedial Maintenance.

3) There shall be no additional maintenance charges for:

   (a) Remedial Maintenance during the Period of Maintenance Coverage unless the Remedial Maintenance is due to the fault or negligence of the State.

   (b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has been commenced.

   (c) Remedial Maintenance required because the scheduled Preventive Maintenance preceding the malfunction had not been performed, unless the State had failed to provide access to the Equipment.

   (d) For time of delay beyond the PPM, Contractor shall continue to perform maintenance for the same amount of time outside the covered period without additional charge to the State.

   (e) The first hour of work performed when Remedial Maintenance service is requested during the covered Period of Maintenance and the actual work is begun outside such period.

6 Maintenance Charges

a. The monthly maintenance charges described include all maintenance costs, and the State will pay no additional charges unless specifically set forth in this Contract. Maintenance rates shall be firm for the Contract period subject to any maximum annual maintenance escalation as set forth in the Statement of Work.

b. Maintenance charges for fractions of a calendar month shall be computed at the rate of 1/30 of the applicable Total Monthly Maintenance Charge, for each day maintenance was provided.

c. There will be no charge for travel expense associated with maintenance service or programming service under this Contract except that actual travel expenses will be charged in those instances where the site at which the Machine is located is not normally accessible by private automobile or scheduled public transportation.

d. All maintenance and other service activities (including but not limited to activities relating to pre-installation planning, inspections, relocation of Machines, engineering changes and altered programming) which may be made available by Contractor to the State at no additional charge or at Contractor's then applicable time and material charges, in connection with any Machines or programming supplied under this Contract, shall be subject to the terms and conditions of this Contract, unless such activities are provided under another written agreement signed by the State and the Contractor.

7 Maintenance Credit for Inoperative Machines

The Contractor shall grant a proportionate maintenance credit on a Machine shown in the Statement of Work when the Machine is inoperative for consecutive scheduled work periods totaling 24 hours from the time the State notifies the Contractor the Machine was inoperative, provided (1) the Machine became inoperative through no fault of the State, and (2) the breakdown was attributable to Equipment Failure. The credits to be granted by the Contractor to the State shall be as reflected in the Statement of Work.

8 Engineering Changes

Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor on Equipment covered by this contract. The State may elect to have only mandatory changes, as determined by Contractor, installed on Machines so designated. A written notice of this election must be provided to the Contractor for confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to noninstallation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes.

9 Relocation of Equipment

a. In the event the Equipment being maintained under the terms and conditions of this Contract is moved to another location within the State of California, the Contractor shall continue to maintain the Equipment at the new location.

b. The charges of the Contractor to dismantle and pack the Equipment and installation at the new location shall be at the rates set forth in the Statement of Work. The State agrees to pay all costs incidental to any move, including costs for packing, crating, rigging, transportation, unpacking, uncrating, insurance, installation, and State and local sales tax, if any.

c. If Contractor is responsible for the move, no re-certification charges to confirm continued maintenance eligibility will be applicable. If the move is conducted by other than Contractor, State agrees to pay re-certification charges to Contractor at rates set forth in the Statement of Work.

10 Termination

Notwithstanding the Termination for Convenience provisions contained in the General Provisions, upon thirty (30) days' written notification to the Contractor, State may terminate, at no cost to the State, maintenance for all or any portion of the Equipment identified in the Statement of Work.

STATE MODEL
INFORMATION TECHNOLOGY
SOFTWARE SPECIAL PROVISIONS

TO BE USED WITH THE GENERAL PROVISIONS -- IT. DEVELOP AND INCLUDE A STATEMENT OF WORK.

1 License Grant

a. Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to use the Software Products listed in Statement of Work of this Contract (hereinafter referred to as "Software Products").

b. State may use the Software Products in the conduct of its own business, and any division thereof.

c. The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

d. By prior written notice, the State may redesignate the CPU in which the Software Products are to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

2 Encryption/CPU ID Authorization Codes

a. When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.

b. In case of an inoperative CPU as defined in paragraph 1c. above, Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.

c. When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

3 Fees and Charges

Upon acceptance of Software by State, in accordance with Paragraphs 5 herein and the Statement of Work, State will pay the license fee or recurring charge for the Software Products as set forth in Statement of Work. Charges will commence on the Acceptance Date as established in the Statement of Work. The Contractor shall render invoices for recurring charges or single charges in the month following the month in which the charges accrue.

4 Maintenance

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

a. The correction of any residual errors in any Software Product that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract. Suspected errors discovered by the State in the Software Products will be handled by the following procedures:

   1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.

   2) Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of said Software Product (or of the affected portions) in machine-readable form.

   3) The Contractor shall attempt to correct Software Product errors within a reasonable time.

b. Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.

c. If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original Software Products, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

5 Acceptance of Software

a. **Commercial Software.** Acceptance of Commercial Software will be governed by the terms and conditions of the license agreement governing such Software.

b. **Custom Software.** Unless otherwise provided in the Statement of Work, acceptance procedures for Custom Software will be as set forth in this subsection (b). The State shall be deemed to have accepted each Custom Software Product (i) upon its issuance of written notice of such acceptance or (ii) sixty (60) days after the Installation Date, unless at or before that time the State gives Contractor written notice of rejection (collectively, "Acceptance"). No payment for Custom Software will be due before Acceptance thereof, except to the extent required by progress payment terms in the Statement of Work. Any notice of rejection will explain how the Custom Software Product fails to substantially conform to the functional and performance specifications of this Contract. Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The State, in its sole discretion, will have the option to re-perform the acceptance test. If the Contractor is unable to remedy the deficiency within (60) days of notice of rejection, the State shall have the option of accepting substitute Software, terminating for default the portion of the Contract that relates to such Custom Software, or terminating this Contract in its entirety for default.

6 Right To Copy or Modify

a. Any Software Product provided by Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any one time without prior written consent from Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b. The State agrees to keep any such copies and the original at a mutually designated State location, except that the State may transport or transmit a copy of the original of any Software Product to another State location for backup use when required by CPU malfunction, provided the copy or the original is destroyed or returned to the designated location when the malfunction is corrected.

c. The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material; provided that nothing in this sub-section c) will be construed to contradict the terms of any separate applicable third party license agreement. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of this Contract.

7 Future Releases

Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of any Software Product are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. **WHISTLEBLOWER PROTECTION:**
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

   a. The total amount of ARRA funds received by Contractor during the Reporting Period;

   b. The amount of ARRA funds that were expended or obligated during the Reporting Period;

   c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

(i.) The name of the project or activity;

(ii.) A description of the project or activity;

(iii.) An evaluation of the completion status of the project or activity; and

(iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than $25,000:

(i.) The name of the entity receiving the contract;

(ii.) The amount of the contract;

(iii.) The transaction type;

(iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;

(v.) The Program source;

(vi.) An award title descriptive of the purpose of each funding action;

(vii.) The location of the entity receiving the contract;

(viii.) The primary location of the contract, including the city, state, congressional district and country;

(ix.) The DUNS number, or name and zip code for the entity headquarters;

(x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and

(xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) $25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than $25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services
Alexis Rodriguez, Coordinator of ASES Programs

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH YMCA OF SAN DIEGO COUNTY FOR SPORTS PROGRAMMING

BACKGROUND INFORMATION:
The YMCA of San Diego County, through its Border View and South Bay Family branches, are holding a Spring Middle School Invitational Sports Program and are inviting our middle schools to participate in soccer and basketball tournaments. Sports offerings are for students in grades 7th and 8th. The YMCA will provide 6 regular season games plus playoff game to the top four teams in the league, game officials, score keeper, weekly updated scores and standings. The spring invitational program will begin April 14th and end June 2nd.

The cost implications are as follows:

Ocean View Hills School
$400.00: Girls Field Soccer
$400.00: Girls Basketball
$400.00: Boys Field Soccer
$400.00: Boys Basketball
$2,604.00: Coaches (4) at $651.00 each
$4,204.00 Total

San Ysidro Middle School
$400.00: Girls Field Soccer
$400.00: Girls Basketball
$400.00: Boys Field Soccer
$1,953.00: Coaches (3) at $651.00 each

$3,153.00 Total

RECOMMENDATION:
Approve the memorandum of understanding with YMCA of San Diego County for the Spring Middle School Invitational Sports Program and the participation of 7th and 8th grade students from San Ysidro Middle School and Ocean View Hills School at an estimated cost of $7,357.00 from the general fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** [signature]

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$7,357.00	General Fund Unrestricted	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

[signature]

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

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Border View Family YMCA Sports Programming
2017

The YMCA of San Diego County (YMCA) is a California non-profit public corporation. YMCA, through its Border View branch, together with the San Ysidro School District "DISTRICT" agrees to the following:

YMCA shall:

- Provide the 6 regular season games plus a playoff game to the top four teams in the league, game officials, score keeper, weekly updated scores and standings.

DISTRICT shall:

- Ensure every player enrolled into the YMCA programs has a valid waiver on file.
- Ensure every player is aligned with the YMCA membership code of conduct.
- Signed commitment letter

YMCA shall submit to DISTRICT an invoice which indicates work completed. District shall review each invoice to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. DISTRICT shall pay YMCA within a reasonable time and in accordance with this Agreement.

The fees for the programs are broken down in the following manner for each team participating:

Ocean View Hills School	San Ysidro Middle School
$400.00: Girls Field Soccer	$400.00: Girls Field Soccer
$400.00: Girls Basketball	$400.00: Girls Basketball
$400.00: Boys Field Soccer	$400.00: Boys Field Soccer
$400.00: Boys Basketball	

The parties mutually agree to defend, indemnify, and save free and harmless one another, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from either party, its officers, employees, agents, performance or lack thereof.

YMCA	DISTRICT
Signature of Authorized Agent	Signature of Authorized Agent
Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
Phone Number	Board Approved

BORDER VIEW FAMILY YMCA
3601 Arey Drive, San Diego, CA 92154
(P) 619 428 YMCA (F) 619 428 4691 (W) borderview.ymca.org

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES

BACKGROUND INFORMATION:
Pursuant to California Education Code Section 35160, districts are authorized to retain services for the preparation of School Accountability Report Cards (SARC). In order to be compliant with Education Code Section 35160, the District will retain the services of School Innovations & Advocacy, Inc. to assist with the preparation of the 2017-18 School Accountability Report Cards (SARC).

RECOMMENDATION:
Approve the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of $7,600.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$7,600.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

School Innovations & Achievement

SCHOOL ACCOUNTABILITY REPORT CARD SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And the
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2017 (the "Agreement") is made by and between San Ysidro Elementary School District ("District"), and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties".

RECITALS

WHEREAS, District is authorized to retain services for the preparation of school accountability report cards ("SARC") pursuant to the California Education Code Section 35160; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing the above described service and SI&A is qualified to perform such service;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period**. The Agreement period begins July 1, 2017 (the "Effective Date") and will automatically expire on June 30, 2018 (the "Expiration Date").

2. **Services**.

   Description of Services. SI&A agrees to provide District the following consulting services ("Services") during the Agreement Period:

   2.1 Compile the 2016/17 SARC (in English) for each school site as indicated in Exhibit C – Price Quote for Services ("School Sites"). This compilation of SARC includes, but is not limited to, the following: (a) an assessment of the school's conditions pursuant to Proposition 98, (b) California Education Code Sections 17002, 17014, 17032.5, 17070.75, 17089, 32286, 52056, 60119, 33126, 35256, 35256.1, 35258, 41409 and 41409.3, (c) California Department of Education changes to the SARC per *Eliezer Williams, et al., vs. State of California, et al.,* and (d) Title I, Section 1111(b)(2)(H). Upon District's request, SI&A may translate the SARC into a different language for an additional fee, as indicated in Exhibit C – Price Quote for Services;

   2.2 In each SARC, disclose the salary and budget information for districts that operate more than one (1) School Site, pursuant to the California Education Code Section 41409.3;

2.3 Provide District with one (1) hard copy of the SARC for each School Site and an Adobe Acrobat Reader PDF file. Additional copies are outside the Initial Scope of Services (as defined in Exhibit A – Standard Terms and Conditions, Section 1), however, upon District's request, more copies will be provided for an additional fee, which shall be billed separately;

2.4 Serve as District's liaison with the California Department of Education and other government entities regarding (a) information requests, (b) clarifications, or (c) compliance reviews that may occur;

2.5 Maintain appropriate record keeping practices per State regulations;

2.6 Prior to finalizing the SARC, SI&A shall verify the propriety and accuracy of the information contained therein with District. District shall be entitled to a maximum of three (3) reviews and three (3) revisions of the draft version of the SARC prior to publishing within the Initial Scope of Services and Fees (as defined in Exhibit A – Standard Terms and Conditions). Revisions within the Initial Scope of Services include, but are not limited to, changes to State or district data. If District's proposed changes exceed either the Initial Scope of Services or the three (3) revisions maximum, the Parties shall execute an amendment to the Agreement and additional fees shall apply. In such event, SI&A shall provide District with an Agreement amendment describing the additional amounts of time and fees of the proposed revisions for District's review, approval and signature. SI&A will not perform additional services until such amendment is executed. Requests for additional revisions submitted after the Production Schedule (as defined in Exhibit B – SARC Format Checklist) may cause a delay of the final SARC delivery and result in additional fees under this Agreement; and

2.7 Complete delivery of the final SARC per the agreed upon Production Schedule (as defined in Exhibit B – SARC Format Checklist).

3. **Payment of Fees**.

3.1 Fees. For Services provided pursuant to the terms of this Agreement, District agrees to pay SI&A **$7,600** as indicated in Exhibit C – Price Quote for Services.

3.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

☐ **Option 1 – Standard Fee.** The Fee is payable in one (1) annual installment as follows:

	Due 07/01/17
Standard Fee	$7,600

☐ **Option 2 – Standard Fee.** The Fee is payable in two (2) semi-annual installments as follows:

	Due 07/01/17	Due 01/01/18
Standard Fee	$3,800	$3,800

4. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services attached hereto as Exhibit C, is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

5. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

6. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

SCHOOL INNOVATIONS & ACHIEVEMENT

Signature:	Jeffrey C Williams
Date Signed:	3/2/2017
Print Name:	Jeffrey C. Williams
Title:	Chief Executive Officer
Company:	School Innovations & Achievement
Address:	5200 Golden Foothill Parkway
	El Dorado Hills, CA 95762
Phone:	(800) 487-9234
Fax:	(888) 487-6441

DISTRICT:

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

Signature:	
Date Signed:	
Print Name:	
Title:	
Address:	
Phone:	
Fax:	
Email	

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.

2. **Payment**. For purposes of the Agreement, the price of products and services set forth on the Products and Services Addendum and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.

3. **Termination**. Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the current agreement year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.

4. **Notice**. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.

5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.

6. **Further Assistances**. Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.

7. **Assignment Prohibited**. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.

8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code**. SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.

9. **Confidential and Proprietary Materials of SI&A**. During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this Section 10, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying party's obligations under this Section 10 shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other party.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver**. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. **Force Majeure**. A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B

School Innovations & Achievement

Please complete the following to enable SI&A to best manage District's expectations and SARC layout preferences.

1. **Page Layout:**
   _____ Single-Sided
   _____ Double-Sided

2. **Colors:**
   _____ Anthem (red, white, and blue)
   _____ Nantucket (shades of blue)
   _____ Coastal (blues and greens)
   _____ Greenhouse (greens and yellow)
   _____ Tide Pool (shades of teal)
   _____ Other - please list 2-3 colors here:_____

3. **Photos:**
   _____ Stock SI&A Photos
   _____ District Supplied Photos*

   ** SI&A may work with several of the District's school photos, supplied in digital format (such as a .jpeg or .gif file). The photos will run in color. If the pictures are of students, there must be a parental consent on file to use the photos in the SARC.*

4. **District's SARC Contact:**
   Name: _____
   Telephone: _____
   E-mail: _____
   Physical Address: _____
   (address where your SARC package will be mailed)

5. **Production Schedule and Deadlines:**

   a. Following SI&A's receipt of the signed Agreement, SI&A's SARC Department shall contact District to discuss and finalize the Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the SARC.

   b. Critical phases of the Production Schedule include the following:
      i. Questionnaires to be completed by District and submitted to SI&A;
      ii. SI&A's initial SARC draft sent for District's review;
      iii. District's requested revisions of SARC provided to SI&A; and
      iv. SARC is published and shipped.

6. **Translation Services:** If District has contracted for any translation services, these services require additional time to complete after all English SARCs are completed.

If you have any questions, please call Sybil Pearson at (800) 487-9234.
The SARC Production Team looks forward to working with you!

EXHIBIT C

PRICE QUOTE FOR SERVICES

FEES

ANNUAL SARC	# of Sites	Cost Per Site	Total Cost to District
SARC (English)	7	565	$3,955
Spanish Translation	7	520	3,640
Translation Other than Spanish			
SARC Summary			
Translation Formatting			
Total			**$7,600***
			*Annual fee rounded to nearest $100

SCHOOL SITES

La Mirada Elementary
Ocean View Hills
San Ysidro Middle
Smythe Elementary
Sunset Elementary
Vista Del Mar
Willow Elementary

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH PROJECT LEAD THE WAY AGREEMENT: GATEWAY AND LAUNCH PROGRAMS

BACKGROUND INFORMATION:

Project Lead The Way (PLTW) provides transformative learning experiences for K-12 students and teachers across the United States. PLTW creates an engaging, hands-on classroom environment and empowers students to develop in-demand knowledge and skills they need to thrive.

Project Lead The Way offers different programs and our District is interested on the following:

- *Launch Program*: For students grades Kinder through 5th – This program empowers students to adopt a design-thinking mindset through compelling activities, projects, and problems that build upon each other and relate to the world around them. And as students engage in hands-on activities in computer science, engineering, and biomedical science, they become creative, collaborative problem solvers ready to take on any challenge.
- *Gateway Program*: For grades 6th through 8th - Through explorations of coding and robotics, flight and space, and DNA and crime scene analysis, the *Gateway Program* fuels students' passion for discovery. As they engage in hands-on, collaborative problem solving focused on real-world challenges, students use and stretch their imaginations in brand-new ways and connect their learning to life.

For school year 2017-18, our District would like to renew the PLTW agreement for the Gateway Program for San Ysidro Middle School and include Vista Del Mar Middle School. In addition; implement the *Launch Program* at all our Elementary Schools with a cost of $750.00 per school for registration fee.

RECOMMENDATION:

Approve the agreement with Project Lead the Way for the Gateway *Program* to be an elective course at our two middle schools and the PLTW-*Launch Program* for all elementary schools for the 2017-2018 school year at an annual fee of $5,250.00 from the supplemental & concentration fund.

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

Financial Implications?	Will funds for this item be available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	N/A
$5,250.00 (Amount)	Supplemental & Concentration Funds (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

Terms and Conditions

These terms and conditions outlined in this agreement ("**Agreement**") are between San Ysidro School District, located in CA, (the "**Program Participant**") and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation ("**PLTW**").

PLTW has established a comprehensive education program (the "**Program**"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "**equipment**") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("**EOC Assessments**") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "**data**"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

(1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;

(2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;

(3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;

(4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;

(5) any student records continue to belong to the Program Participant;

(6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;

(7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;

(8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;

(9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;

(10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;

(11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

(12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "**materials**"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way*, *PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and

character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (i)

to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:
San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173

If to PLTW:
Project Lead The Way, Inc.
Attn: Program Agreements
3939 Priority Way South Drive,
Suite 400
Indianapolis, IN 46240
ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

Date: _____

By: _____

Program Participant or its legally authorized designee

Name: _____

Title: _____

Date: _____

By: _____

Jonathan Dilley
Senior Vice President

DocuSign Envelope ID: 27BDD4B5-9E08-4C38-9EC2-353844779519

PLTW Participation Confirmation

This Participation Form is the Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date that this Participation Form has been signed by the Program Participant and PLTW.

San Ysidro School District
4350 Otay Mesa Rd. ,
San Ysidro CA, 92173

Billing Information
Blanca Vega
bbarrera@sysd.k12.ca.us

Program Coordinator
Manuela Colom-Ramirez
mcolom@sysd.k12.ca.us

Program Coordinator
Roberto Carrillo
roberto.carrillo@sysd.k12.ca.us

DocuSign Envelope ID: 27BDD4B5-9E08-4C38-9EC2-353844779519

New PLTW Programs

PLTW Launch (K-5)

Site Name	Implementation Year	Participation Fee
La MIrada Elementary	2017-2018	$750.00
Ocean View Hills School	2017-2018	$750.00
Smythe Elementary	2017-2018	$750.00
Sunset Elementary	2017-2018	$750.00
Willow Elementary	2017-2018	$750.00

PLTW Gateway (6-8)

Site Name	Implementation Year	Participation Fee
San Ysidro Middle School	2017-2018	$750.00
Vista Del Mar	2017-2018	$750.00

Participation Fee Total **$5,250.00**

DocuSign Envelope ID: 27BDD4B5-9E08-4C38-9EC2-353844779519

This Participation Form and the PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement.

Date: _____ _____ By: _____ _____

Program Participant or its legally authorized designee

Date: _____ _____ By: _____ _____

Jonathan Dilley
Senior Vice President

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH COLBI TECHNOLOGIES, INC. FOR QUALITY BIDDERS SOFTWARE SERVICES

BACKGROUND INFORMATION:
Quality Bidders is an online automated contractor prequalification tool built specifically for California school districts. Quality Bidders is fully compliant with requirements to prequalify general contractors and M/E/P subcontractors bidding on projects receiving State bond funds. Contractors may create their own accounts, fill out a standardized questionnaire and may submit only complete and validated applications, allowing the District administrator to easily determine approval or rejection before emails are automatically sent to contractors. Quality Bidders is paperless, reduces the time it takes to prequalify contractors, simplifies contract outreach , tracks status of applications and approved prequalifications, and produces automatic reports and notifications.

The cost implications are:
Annual Software Service fee: $5,000.00
Application Review Service (Optional): $85.00/hour for a not to exceed amount of $10,000 per year.

RECOMMENDATION:
Approve the agreement with Colbi Technologies, Inc. for Quality Bidders Software Services at an annual cost of $5,000.00 from the general fund.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☐ No

Requisition #

Estimated $5,000.00 (Amount)	General fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Quality Bidders SM Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12821 Newport Ave, Tustin, California 92780 ("Colbi"), and San Ysidro School District, having its principal place of business at 4350 Otay Mesa Road, San Ysidro, CA 92173, ("Customer").

1. Software Services Provided by Colbi. During the Term of this Agreement, Colbi will provide Quality Bidders software services ("Services") as set forth in Exhibit A.

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services and the Quality Bidders software application, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibit A. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibit A, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibit A, excluding scheduled maintenance and updates (also as described in Exhibit A). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibit A.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibit A and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed for up to to three (3) one-year renewal terms ("Renewal Terms") with written agreement of both parties.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement.

13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.	**San Ysidro School District**
Larry Goshorn, President	Name
March 22, 2017	
Date	Title
01-0679534	
Federal I.D.#	Date

EXHIBIT A
Quality Bidders℠ Software Services

During the term of this Agreement, Colbi will provide Quality Bidders℠ software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30 day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality Bidders℠
- Live phone support during normal business hours (Pacific Standard Time)[1].
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

Annual Software Service Fee: $5,000.00 per year

Application Review Service Fees: $85/hour for a not to exceed amount of $10,000.00 per year

- Colbi will review submitted applications including, submitted financials, license and registration, and will conduct reference checks using standardized questions for a minimum of two recently completed projects. Colbi will document review and reference checks and mark each application as ready for final determination by the Customer based on score.

Service Commencement Date:

Availability

Colbi commits to 99.9% uptime and availability of Quality Bidders software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Quality Bidders software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues**: Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
  - Quality Bidders software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
  - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
  - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
  - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
  - Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to

[1] Excludes weekends and holidays.

respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.

- Minor bug fixes.
- An incident with little impact on data or user experience and can be handled on a scheduled basis.
- Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays[2])
  - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM Monday - Friday, weekends, and holidays[5]
  - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to qbsupport@colbitech.com
  - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours.
  - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
  - Any Issue not resolved during the pone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Quality Bidders may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1st and 3rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3rd Saturday 10PM Sat thru 10AM Sun PST

[2] Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: AGREEMENT WITH AM2 CONSULTING GROUP

BACKGROUND INFORMATION:
AM2 Consulting Group will be assisting the District with consultations, case administration, report preparation and other services as requested and on an "as needed" basis.

RECOMMENDATION:
Approve/Ratify the agreement with AM2 Consulting Group for fiscal year 2016-17 at an estimated cost of $15,000 from the general fund.

☐ **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 #

NOT TO EXCEED $15,000.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT entered into this ___ day of _____, by and between the **San Ysidro Elementary School District** (herein collectively referred to as "DISTRICT") and **AM2 Consultants Group** (herein referred to as "AM2") do hereby agree as follows:

1. SERVICES. DISTRICT does hereby retain AM2 and AM2 does hereby accept DISTRICT as a client for the purpose of providing legal, analytical and investigative services, and, reviewing designated district operations. AM2 agrees to provide services as herein below described and at the rates as further set forth in this Agreement.

2. TERM. This retainer shall be effective April 14, 2017, subject to board approval , and shall continue hereafter until terminated by the DISTRICT or AM2 as provided herein.

3. HOURLY RATE and BILLING. Services performed pursuant to this Agreement will be billed as indicated on the AM2 Rate Sheet, attached as Exhibit "A." Services rendered by other professionals and experts related to services provided by AM2 under this Agreement shall be billed to DISTRICT at and as costs. AM2 will provide an itemized billing statement once a month with a complete listing of all services rendered and costs advanced. DISTRICT shall pay the amount due on all invoices presented upon receipt.

4. COSTS. AM2 shall be reimbursed for all out-of-pocket expenses and outside services incurred in the course of providing legal services to DISTRICT. Outside services will include, but are not limited to, all third-party expenses, delivery charges, mobile phone charges, mileage and travel fees, costs of accommodations for matters on behalf of DISTRICT, parking fees, copy fees, facsimile costs and other related travel costs, outside research services, filing fees, deposition fees, expert witness and expert consultant fees. Such fees and expenses for travel and travel related expenses, all third-party expenses in excess of $100, expert witnesses or consultants must be approved by District in advance. A list of such recurring fees is attached as Exhibit "A."

5. COST RECOVERY. In the event that AM2 is asked by the DISTRICT to provide services to the DISTRICT for which the DISTRICT will be reimbursed for attorney's fees and costs by a third party, AM2 will charge our standard "market rates" for regular services for work performed by AM2 for the benefit, and at the expense, of such third party,

6. LATE PAYMENTS. Statements for services are payable upon presentation and, in all events, within fifteen (15) days after receipt. With the added costs incurred as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days, unless such charges are disputed by District. The maximum monthly late payment charge will be 1.5% per month.

7. RESPONSIBILITIES OF AM2. AM2 agrees to provide services in the areas of all matters and as to matters as designated by DISTRICT which includes legal advisory, research, analytical and services related to public employment, organizational effectiveness, contracting, and other related legal issues as requested by DISTRICT. AM2 Managing Consultant, Adrienne Konigar-Macklin, shall be designated as the Lead Consultant. All other members of AM2 shall have the authority to serve on behalf of DISTRICT as needed and directed by the Lead Consultant. AM2 personnel consulting with the DISTRICT on a matter shall be present at regular DISTRICT meetings and at other meetings as DISTRICT deems appropriate.

8. INDEMNIFICATION AS DISTRICT OFFICERS. Members of AM2 engaged in services under this Agreement are deemed officers of the DISTRICT. In the event of any third party or employee claims brought against AM2 members for actions taken in the course and scope of their official duties, upon such a determination by AM2, the DISTRICT agrees to indemnify and defend them against such third party claims.

9. INDEPENDENT CONTRACTOR AND HOLD HARMLESS. It is agreed that AM2 shall serve as an independent contractor and not as employee of DISTRICT. Except as provided in paragraph 8 above, AM2 agrees to hold harmless and indemnify DISTRICT for any claims, losses, liens, demands and causes of action for AM2's gross negligent or tortuous conduct while serving as Consultant. It is further agreed that DISTRICT is not the exclusive client of AM2, and AM2 shall have the right to serve as consultants for other clients.

10. INSURANCE. AM2 warrants and represents that they are covered by a policy of professional liability insurance, insuring DISTRICT as a client, in an amount not less than $1,000,000 per occurrence and $1,000,000 aggregate liability. DISTRICT shall provide excess liability insurance coverage over and above that held by AM2.

11. EVALUATION OF PERFORMANCE. DISTRICT and AM2 shall establish a system to monitor and evaluate the performance, timeliness of services, and other issues relative to the terms of this Agreement. These rates will be adjusted yearly, on the anniversary of the execution of this Agreement, at a minimum by the prevailing increase in the Consumer Price Index ("CPI") to take into account inflation and the increased experience of our professional personnel.

12. CONFLICTS. AM2 states that there are presently no matters which would require the execution of a conflict waiver from any of their clients. Further, AM2 states that if any conflicts arise during the performance of this Agreement, AM2 will notify DISTRICT. AM2 and each of its members shall at all times comply with the statutes, rules and regulations governing the conduct of attorneys.

13. TERMINATION OF SERVICES. DISTRICT may terminate our services at any time by written notice. After receiving such notice, AM2 will cease providing services. AM2 will cooperate with DISTRICT in the orderly transfer of all related files and records to DISTRICT's

designee. AM2 may terminate services at any time with 30 days' notice, DISTRICT's consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) DISTRICT fails to meet any other obligation under this Agreement and continue in that failure for 15 days after written notice to the DISTRICT ; (c) DISTRICT has misrepresented or failed to disclose material facts to AM2, refused to cooperate with AM2, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If AM2 terminates our services, DISTRICT agrees to execute a substitution of attorney, if necessary, promptly and otherwise cooperate in effecting that termination. Termination of our services, whether by DISTRICT or by AM2, will not relieve DISTRICT of the obligation to pay for services rendered and costs incurred before our services formally ceased. DISTRICT shall be obligated to compensate AM2 through the date of termination and for all services subsequently required for the return of documents and effectuating the termination.

14. NO GUARANTEE OF OUTCOME. Any comments made by AM2 regarding the potential outcome of general matters are expressions of opinion only and are not guarantees or promises about any outcome or results.

15. ENTIRE AGREEMENT. This Agreement for Legal Services contains our entire Agreement about our representation. Any modifications or additions to this Agreement must be made in writing.

IN WITNESS WHEREOF, this Agreement is signed and entered into by the parties hereto on this ___ day of ____, 2017.

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT	AM2 CONSULTING GROUP
BY: _____	_____
Julio Fonseca, Ed.D., Superintendent	Adrienne Konigar-Macklin Lead Consultant

ATTEST:

_____

, Clerk

EXHIBIT "A"

RATE SHEET

Consultant/Attorney Billing and Costs

- $275/Hour Lead Attorney/Consultant
- $225/Hour Assistant Attorney/Consultant
- $110/Hour Law Clerk/Researcher

Costs and Reimbursable Expenses

Facsimile/Scan.....	$0.50 per page
Copies:	$0.20 per page
Postage, phone, and out of picket expenses.....	at costs
Mileage (at current IRS rate)	$0.53.5 per mile
Travel Time	½ applicable hourly rate
Travel (non-local air)	as charged by airline

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SAN YSIDRO SCHOOL DISTRICT MEMBERSHIP TO THE SAN DIEGO REGIONAL TASK FORCE ON THE HOMELESS

BACKGROUND INFORMATION:
The Superintendent serves on the Board for the San Diego Regional Task Force on the Homeless. Per their bylaws, in order to be a voting organization, the San Ysidro School District needs to be a member of their organization.

RECOMMENDATION:
Approve/Ratify the San Ysidro School District's membership to the San Diego Regional Task Force on the Homeless during 2017 at a cost of $50.00 from the general 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	
$50.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: April 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AMENDMENT #2 TO THE AGREEMENT WITH EAST L.A. CLASSIC THEATRE, INC. FOR BEYOND THE BELL BROADWAY AFTER SCHOOL PROGRAM

BACKGROUND INFORMATION:
On August 23, 2016, the Governing Board approved the agreement for the Beyond the Bell Broadway Program. Beyond the Bell Broadway implements the California visual and performing arts (VAPA) contents standards with the five strands: ▪ Artistic Perception ▪ Creative Expression ▪ Historical and Cultural Context ▪ Aesthetic valuing, and ▪ Connections, relations and applications.

On November 10, 2016 this agreement had the first addendum increasing the cost from $140,000.00 by $26,500.00 to compensate for the program's additional time.

Due to particular project requirements from the District, all locations must support the goal of the program in the area of dedicated space for all after school sessions, including rehearsal process and performance. Amendment #2 is to increase the amount of funds from $166,500.00 by $25,000.00 to supplement the cost of costumes, designers, set and build, tech equipment and production artitists. The new contract total is $191,500.00.

RECOMMENDATION:
Approve/Ratify amendment #2 with East L.A. Classic Theatre, Inc. to increase the contract amount by $25,000.00 for a contract total of $191,500.00 for school year 2016-17 from the supplemental and concentration fund.

☐ Renewal ☐ New ☒ Amendment ☒ Ratify ☐ Other **Business Services Reviewed:** [signature]

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$25,000.00 (Amount)	Supplemental and Concentration Funds (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

East LA classic theatre

1055 7th Street, Floor 33, Los Angeles, CA 90017 | Phone: 213.223.6818 | www.elact.org

REQUEST FOR CONTRACT ADDENDUM:
BEYOND THE BELL BROADWAY EQUIPMENT SUPPLEMENT

Date: 1 March 2017	School District: San Ysidro
Managing Director: Valentina Cardenas	Location: San Ysidro High School Performing Arts Center
Program Manager: Catalina Maynard	Schools Participating: Smythe, Vista Del Mar, Sunset, La Mirada, Ocean View, and Willow

Project Objective(s):

"...arts education in music, theater, dance, and the visual arts is one of the most creative ways we have to find the gold that is buried just beneath the surface. They (children) have an enthusiasm for life, a spark of creativity, and vivid imaginations that need training – training that prepares them to become confident young men and women."

– Richard W. Riley, Former US Secretary of Education

BEYOND THE BELL BROADWAY is a musical theatre, after-school program specifically designed for 3rd to 8th grade students. Beyond the Bell Broadway creates a gateway into the world of the American Musicals; one of the truest art forms that is especially unique to the United States, and integral to its mainstream culture. Children from economically disadvantaged communities are significantly underexposed to this aspect of American culture.

Responding to the superintendent's request for more production value reflected in the final production of the program, and to comply with their aspirations, the following supplemental RFP lists all requirements to fulfill a more complete theatrical experience.

Target Group: 3rd through 8th grade students at all schools in the SYSD.

East LA classic theatre

1055 7th Street, Floor 33, Los Angeles, CA 90017 | Phone: 213.223.6818 | www.elact.org

Project Deliverables and Specifications:
Design elements: set, costumes, props, lights, music and sound.
Material elements for: set, costumes, props, lights, music and sound.
Build/Labor: set, costumes, props, lights, music and sound.
Music Director – Rehearsal & Performance
Stage Manager – Rehearsal & Performance
Technical Director – Rehearsal & Performance

Project Requirements:
All locations for the program must support the goal of the program in the area of dedicated space for all after school sessions, including rehearsal process and performance. In addition, all locations must support the technical goals of the program. Secure space to store all materials, costumes, props, tech equipment, and any items that are associated with the complete delivery of the program.

The program requires the opportunity to market within the district, and create visibility for all program events and performances.

Method of Disbursements:
Monetary disbursement for services rendered, or reimbursement for materials and/or supplies identified in the contract will be available for pick up by the project manager/s, or can be mailed to the following address:

East LA Classic Theatre
100 N. Citrus Street, Suite 301
West Covina, CA 91791

Project Timeline:

Culmination will take place on May 20, 2017 at the San Ysidro Performing Arts Center. The time will be determined at a later date and sent to the district with detailed information.

East LA classic theatre

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Proposed Budget and Breakdown:

SUPPLEMENTAL PROPOSAL FOR COSTUMES, DESIGNERS, SET & BUILD, TECH EQUIPMENT, AND PRODUCTION ARTISTS. SUPPLEMENTAL TO BEYOND THE BELL BROADWAY - RFP#002

TECHNICAL DIRECTOR (rehearsal & performance): $6,000
The technical director is highly involved throughout the preparation and process. His involvement is, at minimum, six-weeks. The technical director is responsible for the overall technical aspect of the production as it relates to sound, lights, and all electrical components and the use of the technical equipment. The fee reflects the hours for the entire rehearsal and performance process. This is entirely separate from class instruction hours during the semester. When a project goes into what we call "Tech Mode", all hired designers and specialty artist are paid a flat rate for the complete coverage of that process.

STAGE MANAGER (rehearsal & performance): $1,500
Similarly, the stage manager joins the team just as the technical director. The stage manager is responsible for the running process of the show as it relates to safety, organization of company rehearsals, the calling of cues, and the overall responsibility of maintaining the integrity of the production. The stage manager works under the director and technical director. The fee reflects the hours for the entire rehearsal and performance process. This is entirely separate from class instruction hours during the semester. When a project goes into what we call "Tech Mode", all hired designers and specialty artist are paid a flat rate for the complete coverage of that process. This is generally the last two weeks of the program.

MUSIC DIRECTOR (rehearsal & performance): $1,500
The fee reflects the hours for the entire rehearsal and performance process. This is entirely separate from class instruction hours during the semester. When a project goes into what we call "Tech Mode," all hired designers and specialty artist are paid a flat rate for the complete coverage of that process. This is generally the last two weeks of the program.

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CHOREOGRAPHER (rehearsal & performance): $1,500
The fee reflects the hours for the entire rehearsal and performance process. This is entirely separate from class instruction hours during the semester. The choreographer is responsible for the physical aspect of the show, and the transition of the show into the performance space. When a project goes into what we call "Tech Mode," all hired designers and specialty artist are paid a flat rate for the complete coverage of that process. This is generally the last two weeks of the program.

COSTUME DESIGN: $2,000
The costume designer does participate during the class instruction time, but is not present at each class. The designer attends all classes in the beginning to identify the number of students in each program, and to create files for their measurements. The designer works with the director on a visual picture and color palette of the show. However, the costume designer stays with the project throughout the rehearsal and tech process of the production. The designer may build costumes, manage and conduct all fittings and is fully responsible for all production costumes. The fee reflects the cost for the costume design.

COSTUME RENTAL: $4,000
Costume build/rental includes all the special customization as needed, as well as fabrics and various accessories such as sequins, feathers, purses, hats, shoes, and anything a performer wears on stage.

SET AND EQUIPMENT RENTAL: $2,500
This lined item will cover and set rentals or equipment needed to supplement the performing arts center. All special materials used to create the set and all customization as needed, as well as furniture, fabrics, various set dressing, such as lamps, curtains, any items that complete the vision and environment of the performance.

VENUE: $5,000
The San Ysidro Performing Arts Center is available for this culmination date and has already been secured. The pricing includes a technical rehearsal on Saturday, May 6, 2017. Children will run through the show and practice finishing touches. Final performance date will be May 20, 2017.

East LA classic theatre
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SOUND DESIGN $1,000
The sound designer is responsible for all sound that affects every aspect of the production - Pre-show music, soundscape, special sound effects and cues, and designing the levels and balance of sound for the production. When a project goes into what we call "Tech Mode," all hired designers and specialty artist are paid a flat rate for the complete coverage of the process.

TOTAL $25,000

This number represents $4,167 per school