GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JUNE 8, 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, June 8, 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. Marcos A. Diaz, Member – *Arrived at 5:17 p.m.*
   Mr. Rodolfo Linares, Member-
   Mr. Antonio Martinez, Member

President Pallasigue announced the following:

We understand that, due to a family emergency, Board Member Martinez will be absent from tonight's Board meeting for approximately an hour, from 6:00 p.m. to 7:00 p.m. Member Martinez would like to be present when action items on contracts are being discussed and acted upon. There is a concern that Member Martinez may miss these important votes taken by the Board. To address this possibility, may I have a motion to amend the agenda to the extent necessary if action items come up during Board Member Martinez' absence, that those specific action items be continued to a later time in the Board meeting when Board Member Martinez returns?

Motion: Martinez Second: Lopez Vote: 4 Ayes – 1 Absent (D)

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

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

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:**

4.1 Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED/SIGNIFICANT EXPOSURE TO LITIGATION
Case(s)/Claim(s): 1

4.2 Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Claim: General Liability (1)

4.3 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 the following action in Closed Session:

1) On a 5-0 vote, the Board took action to settle a claim in the amount of $1,500.00 in exchange for Release of all Claims.

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. Marcos A. Diaz, Member
Mr. Rodolfo Linares, Member
Mr. Antonio Martinez, Member - *Arrived 7:17 p.m.*

President Pallasigue announced that Mr. Martinez had to be absent for about an hour due to a personal family emergency but he will be joining us during the meeting.

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

8. CONFERENCE SESSION
Reports/Presentations

8.1 Solar Panel Project Update – Art Castanares
8.2 LCAP – Manuela Colom
8.3 Instructional Services – Curriculum Support (TOSA's) – Melissa Brown
8.4 Human Resources – Substitute Teacher – Daniel Zummo
8.5 Student Discipline Foundation Policy – Superintendent's Zone

The Board recessed at 7:55 p.m. and reconvened at 8:08 p.m.

8.6 Construction Update (Smythe/La Mirada) – Arturo Sanchez Macias
8.7 Certificates of Participation – Arturo Sanchez Macias

The Board recessed at 8:22 p.m. and reconvened at 8:28 p.m.

8.8 2017-2018 Budget – Arturo Sanchez Macias
8.9 Unassigned Ending Balance – Arturo Sanchez Macias

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Marianna Saponara, Retired Teacher & Administrator, 1) Commented that parents were glad they saw the Superintendent at Smythe addressing the water conditions, but are also concerned about the safety of their children at Smythe School. 2) Mentioned that she is willing to start the Peace Patrol at Smythe again but changes need to be made. 3) Shared concerns about an incident involving a teacher and a student. 4) Mentioned that she received phone calls about children jumping over the gate at Smythe School and the security guard not being there to open the gate. 5) Mentioned that she is willing to work with Smythe's Principal next year for free, and bring in a Peace Patrol. Parents trust her.

Zenaida Rosario, Teacher, 1) Commented that there was excitement knowing that our older schools will be renovated, but the moving out of the classrooms was easier said than done. 2) Mentioned that teachers didn't get enough boxes. 3) Commented that there is an MOU with two different types of compensations for moving. At her school, they feel all teachers should be compensated for the maximum offered because everyone used more time than projected. 4) Mentioned that all teachers had to find additional storage for their materials and some teachers rented U-Hauls and others storages. 5) Asked the Board for better planning when teachers return to their classrooms. 6) Commented that the communication for the end of the year was not teacher friendly. 7) Mentioned that teachers buy many resources out of pocket. 8) Asked the Board to give teachers ample time to return to their classrooms, reimbursement for the storage and U-Haul fees, and give all teachers the same compensation. 9) Mentioned that we don't need outside people coming in and telling us how to patrol our school. Smythe teachers are very kind and parents are welcoming.

Adriana Aguilar, Sunset School TOSA, 1) Commented that she is speaking on behalf of her colleagues, the Instructional Leads. 2) Mentioned that a very important issue was brought to Dr. Fonseca's attention on what kind of work the Instructional Leads do. 3) Mentioned that she has been a Teacher on Special Assignment (TOSA) for the past three years and has witnessed the positive changes of the District, most importantly, the Instructional Design. 4) Commented that Leads are involved in the development of grade level English Language Arts, math common core matrices and created common core standards unit assessments for the District. 5) Mentioned that besides writing assessments, the Instructional Leads provide Principals and teachers with data reports based on unit assessments for discussion and collaboration among grade levels. 6) Invited the Board to the Summer Institute and a data reflection session to see the TOSAs in action.

Efrain Burciaga, Sunset Principal, 1) Mentioned that working as a TOSA is a difficult job. 2) Commented that in the beginning, teachers did not want to share their data with Ms. Aguilar until they saw that her intentions were to help the students. 3) Mentioned that Sunset is fifth in the State in growth for SBAC data and the third school in the county in our own demographics. He believes he owes a lot of this to Ms. Aguilar and Ms. Meza. 4) Shared positive comments from teachers about Mrs. Aguilar and the support she provides teachers and students.

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

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Linares, 1) Thanked Mr. Macias for a good budget report. 2) Mentioned that he's a little concerned about comments made that he's attacking Teachers on Special Assignment (TOSAs) but that's not the case. 3) Commented that he sees data that doesn't reflect what everyone is saying and knows there have been improvements, but he would like to see better. 4) Mentioned that he might be old school and sees thing differently, but if we don't push, nothing gets done. That's why he's the enemy of many. 5) Commented that he will never let his guard down and is always here to fight for students.

Member Diaz, 1) Thanked everyone for attending the meeting. 2) Congratulated the San Ysidro School District staff for a successful 2016-17 school year. 3) Mentioned that he feels for the teachers and anybody that had to move. Moving is a stressful time for everyone. 4) Commented that he feels the cooperation has been there from day one. The Board's goal was to make every attempt to look out for teachers and everyone that was moving and hopes we came close to meeting that goal. 5) Mentioned that he is happy and hopeful for another successful 2017-18 school year because we are essentially going to have a brand new District with the renovation and reconfiguration. 6) Commented that he is looking forward to the next couple of years. Feels that the District has settled down for the long haul. 7) Wished everyone a great summer and thanked everyone for giving him the honor of serving the community, school District and children.

Member Martinez, 1) Commented that he's very happy to see things moving forward with all of the projects. 2) Mentioned that it's always nice to see the end of the school year graduations and congratulated the Administrative team and teachers for a successful year. 3) Commented that seeing the changes that will be made to Smythe and La Mirada Schools will be a blessing. Thanked Dr. Fonseca, Mr. Macias and everyone that's involved in making that happen. 4) Mentioned that in moving forward, he would like to see a game plan on what to do with the Beyer site and progress on the Oversight Committee. 5) Thanked everyone for a successful school year. 6) Commented that the water issue is a regional crisis and seeing our school District lead the way is commendable.

President Pallasigue, 1) Thanked everyone for attending the meeting. 2) Mentioned that she appreciates the presentations. 3) Commented that she would like a Board workshop about Special Education and Preschool services. 4) Mentioned that the Board will look into the lunch menus for the next school year. 5) Commented that she knows time is sparse with the reconfiguration but would like to have Board workshops soon.

Vice-President Lopez, 1) Commented that it was great to see Sunset rebuilt and now that Smythe and La Mirada are being renovated, it would be nice to have something sent out to former employees, students and community members to see the schools. Mentioned that this has brought employees and community members closer together. 2) Commented that you work so long and so many hours that you become a family. We have issues, but as a family you work together. Commented that we do it for the kids and our community and that's why she ran for the Board. 3) Mentioned that she supports Principals, Assistant Principals, staff at the schools and teachers. Commented that she respects all teachers and knows there were issues with the moving, but working together, understanding and helping each other is what San Ysidro is all about. 4) Commented that with the help of Dr. Fonseca and Mr. Macias, San Ysidro is being put back on the map. 5) Thanked Mr. Carrillo, SYMS Principal, Efrain Burciaga, Sunset Principal and Zenaida Rosario, Smythe Kindergarten teacher, for the beautiful graduations. 6) Mentioned that together we'll go far and we are waiting for a bigger and better year.

Dr. Fonseca, Superintendent, 1) Thanked everyone that made the year successful. 2) Commented that what we've done in the last two years is positioned ourselves not only to provide our children and our families the best education possible, but we've positioned ourselves to meet the moral obligation to protect the rights of our children. 3) Mentioned that we've gotten State recognition for becoming a model school District on how we handled a situation that could have been serious if we didn't put a stop to it right away. We couldn't have done that without the leadership of the Board. 4) Commented that he knows it's difficult for adults to be out of their comfort zone, but when he and Mr. Macias walked in to Smythe and La Mirada, it gave them an emotional feel that no student deserved to be in a classroom that hadn't been updated for over thirty-five years and could potentially get them sick from drinking the water. 5) Commented that at this point, we are in a very positive situation where we can make some great things happen for our kids and change the schools that they rightfully deserve. It's time to make decisions in terms of the goals and objectives the Board wants us to focus on that really focus on the instruction and achievement of our students. 6) Congratulated the staff for a job well done in spite of many adversities we had to experience this year. Looks forward to great things for the next school year.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board meeting of April 13, 2017.

Motion: Diaz Second: Martinez Vote: Unanimous

11.2 AMENDMENT TO CONFLICT OF INTEREST CODE

The Board adopted Resolution amending the Conflict of Interest Code and revised Board Bylaw 9270 including its Appendix of Designated Positions and Disclosure Categories.

Motion: Pallasigue Second: Martinez Vote: Unanimous

11.3 ADOPTION OF THE LOCAL CONTROL ACCOUNTABILITY PLAN FOR SCHOOL YEAR 2017-2018

The Board approved and adopted the Local Control Accountability Plan (LCAP) for school year 2017- 2018.

Motion: Diaz Second: Lopez Vote: Unanimous

11.4 EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN

The Board approved the Education Protection Account (EPA) spending plan for the 2017-18 school year.

Motion: Diaz Second: Lopez Vote: Unanimous

11.5 ADOPTION OF PROPOSED BUDGET FOR 2017-2018

The Board adopted the proposed 2017-2018 Budget.

Motion: Martinez Second: Diaz Vote: Unanimous

11.6 OPEN PUBLIC HEARING FOR RESOLUTION #16/17-3106 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT

The Board approved to open public hearing for Resolution #16/17-3106 approving the School Facilities Needs Analysis to adopt the Level II and Level III fees for residential development identified therein.

There were no public comments.

Motion: Diaz Second: Martinez Vote: Unanimous

11.7 CLOSE PUBLIC HEARING FOR RESOLUTION #16/17-3106 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT

The Board approved to close public hearing for Resolution #16/17-3106 approving the School Facilities Needs Analysis to adopt the Level II and Level III fees for residential development identified therein.

Motion: Martinez Second: Lopez Vote: Unanimous

11.8 RESOLUTION #16/17-3106 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT

The Board approved Resolution #16/17-3106 approving the School Facilities Needs Analysis and adopting the Level II and Level III fees for residential development identified therein.

Motion: Martinez Second: Diaz Vote: Unanimous

11.9 RESOLUTION NO. 16/17-3201

The Board approved and adopted Resolution No. 16/17-3201 authorizing the execution and delivery of the San Ysidro School District 2017 Certificates of Participation (School Facilities Bridge Funding Program) in an aggregate principal amount of not to exceed $14,000,000.00, authorizing the distribution of an official statement in connection therewith, and authorizing the execution of various documents and related actions.

Motion: Martinez Second: Diaz Vote: Unanimous

11.10 DESIGNATION OF DIRECTORS TO THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

The Board designated Governing Board member Irene Lopez to the San Ysidro Schools Public Financing Corporation.

Motion: Diaz Second: Pallasigue Vote: Unanimous

11.11 2017-18 AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES – PROVIDER SELECTION

The Board approved the YMCA of San Diego County (Border View Family YMCA) as the provider of the 2017-18 After School Education & Safety (ASES) Program subject to the parties negotiating a contract and the contract being approved by the Board.

Motion: Martinez Second: Diaz Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Pulled Consent Calendar Items 12B.2, 12B.5, 12B.11, 12B.12, 12B.13 for discussion and to be voted on separately.
2) Item 12B.17 AGREEMENT WITH BKF ENGINEERS – REVISED-Pulled from the agenda.

Motion: Martinez Second: Diaz Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 ACCELERATED MATHEMATICS SUMMER PROGRAM

The Board approved the Accelerated Mathematics Summer Program to be held at Ocean View Hills and San Ysidro Middle Schools from June 12 – July 14, 2017 at an estimated cost of $6,000.00 from the general fund for teacher compensation.

12A.2 EXTENDED SCHOOL YEAR 2017 FOR SPECIAL EDUCATION

The Board approved the Extended School Year Program at Sunset School from June 19, 2017 to July 14, 2017.

12A.3 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Eugenia Martinez	Southern California Relief Regional Liability Excess Fund JPA Meeting	Ontario	June 16, 2017	$300.00	Southern CA Relief Regional Liability Excess Fund JPA
Erika Meza, Catalina Jauregui, Marlo Vazquez, Consuelo Carranza	Summer Institute for New and Inspiring Principals	UCLA	June 26-30, 2017	$6,820.00	Title II Fund
Teacher lists attached	Professional Development for Teachers	Lists attached	June – August 2017	TBD	Title II
Manuela Colom, Luis Ramos, Nadia Aviles, Marlo Vasquez, Joel Tapia, Efrain Burciaga, Erika Meza, Maria Rodriguez, Manuel Bojorquez, Consuelo Carranza, Roberto Carrillo, Catalina Jauregui	Lifting Student Learning Institute	San Diego	July 25, 26 and September 20, 2017	$3,300.00	Educator Effectiveness Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Eugenia Martinez, Scott Lovelace	2017 Safe Schools Annual Conference	Garden Grove	July 19-21, 2017	$1,700.00	General Fund and Scholarship Award
Daniel Camberos, Moises Camberos, Susana Anaya, Jose Aguayo, Ernesto Marquez, Jose Barriga, Victor Guzman	Integrated Pest Management for School Facilities Workshop	Perris, CA	June 15, 2017	$175.00	General Fund-Maintenance

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of May 3, 2017 through June 1, 2017. (Report #11): ▪ General Fund: 0000001607-0000001664, 0000001666-0000001682, 0000001684-0000001686, 0000001690-0000001692, 0000001694-0000001713, 0000001716-0000001755, 0000001757-0000001777, 0000001779-0000001786, 0000001788-0000001798, 0000001801-0000001805, 0000001807-0000001822, 0000001824-0000001825, 0000001827, 0000001830-0000001835, 0000001838-0000001839 ▪ Child Development Fund: 0000001714, 0000001756, 0000001778, 0000001828-0000001829, 0000001837 ▪ Child Nutrition Fund: 0000001806, 0000001826, 0000001836 ▪ Building Fund: 0000001665, 0000001711-0000001712, 0000001715, 0000001799-0000001800, 0000001840 ▪ Capital Projects Fund: 0000001823.

12B.2 EXPENDITURE REPORT

The Board approved/ratified the expenditures incurred by the District during the period of May 3, 2017 through May 24, 2017. Listing sheets #1034 through #1050. Payments were made with checks #14-253865 through #14-264013 for a total expenditure of $3,530,723.33.

The Board requested a presentation on legal fees for the next Board meeting.

Motion: Martinez Second: Pallasigue Vote: Unanimous

12B.3 RESOLUTION NO. 16/17-0015 – BOARD COMPENSATION FOR MISSED MEETINGS

The Board adopted Resolution No. 16/17-0015 recognizing that Rosaleah Pallasigue was absent from the Regular Board meeting of July 14, 2016 due to hardship and received the maximum monthly compensation for that month.

12B.4 RESOLUTION NO. 16/17-0016 – BOARD COMPENSATION FOR MISSED MEETINGS

The Board adopted Resolution No. 16/17-0016 recognizing that Marcos A. Diaz was absent from the Special Board meeting of June 2, 2017 due to hardship and will receive the maximum monthly compensation for that month.

12B.5 AGREEMENT WITH ILLUMINATE EDUCATION

The Board approved the three-year software license agreement with Illuminate Education for school years 2017-2020 at an estimated cost of $95,097.00 from the supplemental and concentration funds.

Motion: Martinez Second: Diaz Vote: Unanimous

12B.6 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR QUALITY PRESCHOOL INITIATIVE SERVICES

The Board approved the agreement with the San Diego County Office of Education (SDCOE) for a revenue of $109,800.00 for the 2017-2018 Quality Preschool Initiative (QPI) Program.

12B.7 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR QUALITY PRESCHOOL INITIATIVE SERVICES – PINWHEEL USE

The Board approved the agreement with the San Diego County Superintendent of Schools for the Quality Preschool Initiative – Pinwheel Use services through Early Quality Systems, Inc. during school year 2017-18 at no cost to the District.

12B.8 RESOLUTION AND CONTRACT WITH CALIFORNIA STATE DEPARTMENT OF EDUCATION – CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) 2017-18

The Board adopted Resolution authorizing entering into local agreement and approving Contract No. CSPP- 7468 with the California State Department of Education – California State Preschool Program (CSPP) for school year 2017-18.

12B.9 AGREEMENT WITH MARSAFETY COMPLIANCE SERVICES

The Board approved the agreement with MarSafety Compliance Services to provide a mandatory annual pesticide compliance course for staff: Daniel Camberos, Ernesto Marquez, Jose Aguayo, Moises Camberos, Susana Anaya, and Jorge Barriga at a cost of $650.00 from the general fund.

12B.10 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY (BORDER VIEW FAMILY YMCA) FOR 2017 SUMMER PROGRAM

The Board approved the agreement with YMCA of San Diego County (Border View Family YMCA) to provide services during the 2017 Summer Program in an amount not to exceed $85,000.00 from the ASES supplemental fund and the general fund.

12B.11 AGREEMENT WITH LORRAINE JOHNSON, PH.D., L.C.S.W. FOR 2017-2018 SCHOOL YEAR

The Board approved the agreement with Dr. Lorraine R. Johnson for school year 2017-18 at an amount not to exceed $50,625.00 from the Educationally Related Mental Health Services fund.

Motion: Martinez Second: Pallasigue Vote: Unanimous

12B.12 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH BMR HEALTH

The Board approved the San Diego County Non-public Master Contract with BMR Health for school year 2017-2018 at an estimated cost of $216,000.00 from the Special Education funds.

Motion: Diaz Second: Lopez Vote: Unanimous

12B.13 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH PIONEER-HEALTHCARE SERVICES, LLC

The Board approved the San Diego County Nonpublic Master Contract with Pioneer-Healthcare Services, LLC for school year 2017-18 at an estimated cost of $108,000.00 from the Special Education funds.

Motion: Martinez Second: Diaz Vote: Unanimous

12B.14 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH CAROLYN KARINEN, CCP-SLP FOR 2017-2018 SCHOOL YEAR

The Board approved the San Diego County Nonpublic Master Contract with Carolyn Karinen, CCP-SLP for school year 2017-2018 at an estimated cost of $108,000.00 from the Special Education funds.

12B.15 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ROCKSTAR RECRUITING LLC, DBA STAFFREHAB

The Board approved the San Diego County Nonpublic Master Contract with Rockstar Recruiting LLC, dba StaffRehab for school year 2017-2018 at an estimated cost of $108,000.00 from the Special Education funds.

12B.16 AMENDMENT TO THE AGREEMENT WITH CAROLYN KARINEN FOR EXTENDED SCHOOL YEAR 2017

The Board approved the amendment to the agreement with Carolyn Karinen, CCC-SLP, to provide speech therapy/evaluations to special education students for Extended School Year 2017, at an estimated cost not to exceed $12,187.50 from the Special Education fund.

12B.17 AGREEMENT WITH BKF ENGINEERS – REVISED-*PULLED*

Approve/ratify the revised agreement with BKF Engineers to assist in the modernization projects at Smythe and La Mirada Schools at an estimated cost of $34,300.00 from the building fund.

Motion: Pallasigue Second: Diaz Vote: Unanimous

12B.18 AGREEMENT WITH MTGL, INC.
The Board approved the agreement with MTGL, Inc. to conduct an Asbestos Abatement Project Monitoring & Asbestos Air Clearance Inspections at La Mirada and Smythe Schools at an estimated cost of $43,574.00 from the building fund.

12C. PERSONNEL – CLASSIFIED

LEAVE OF ABSENCE
The Board approved the leave of absence without pay for the following as recommended by staff:
12C.1 Custodian: George Dittmer, from June 9, 2017 – January 31, 2018.

RESIGNATION
The Board approved the resignation for the following as recommended by staff:
12C.2 Administrative Clerk I: Miriam Ramirez, effective June 30, 2017.

RETIREMENT
The Board approved the retirement for the following as recommended by staff:
12C.3 Instructional Aides: Lucia Tellez-Giron, effective June 9, 2017 and Letty Gonzales, effective June 20, 2017.

12D. PERSONNEL – CONFIDENTIAL

EMPLOYMENT
The Board approved employment for the following as recommended by staff:
12D.1 Personnel Technician: Courtney Foster, effective July 1, 2017.

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

13. ADJOURNMENT Time: 10:32 p.m.

Respectfully Submitted,

J. Arturo Sanchez Macias
Interim Superintendent

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, JULY 13, 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, July 13, 2017, with Closed Session held from 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.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NOS. 1, 2 AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT.

MINUTES

1. **CALL TO ORDER** Who: Vice-President Lopez Time: 5:00 p.m.

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

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

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

4.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (3) OF SUBDIVISION (D) OF SECTION 54956.9:
2 CASES

4.3 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 6:04 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

1) The Board voted 4-0 to reject claim # 540464. Member Martinez made the motion, seconded by Member Diaz.

2) The Board voted 4-0 to reject claim # 541357. Member Diaz made the motion, seconded by Member Martinez.

5. CALL TO ORDER Who: Vice-President Lopez Time: 6:04 p.m.

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

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

8. CONFERENCE SESSION
Reports/Presentations
8.1 Construction Update – La Mirada/Smythe Schools – Mr. Macias
8.2 COP Bridge Update – Mr. Macias
8.3 Solar Panel Project Update – Art Castanares

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
Michael Marquez, Friends of San Ysidro, 1) Commented that he had the privilege and honor to work in San Ysidro School District as a classroom teacher and as an administrator for forty years and met outstanding human beings during his tenure. 2) Mentioned that he's had the privilege and honor of knowing outstanding people that schools have been named after and Ramon Parra was a person in the community that deserves that honor.

3) Shared a petition requesting that Willow School be named after Ramon Parra to honor his memory and legacy as an extraordinary San Ysidro citizen for his leadership and contributions. 4) Mentioned that because of the cost, another facility can be named after Mr. Parra. 5) Thanked the Superintendent and Board for their consideration.

Elizabeth M. Cuen, Friends of San Ysidro, 1) Commented that she retired from the San Ysidro School District and worked as a teacher and as an administrator for thirty-five years. 2) Mentioned that she is a member of the Cuen family that has owned and operated the San Ysidro Feed Store since 1940. 3) Commented that Mr. Parra was a strong Board member and leader for the school District and shared Mr. Parra's contributions to the District.

Oscar Parra, Friends of San Ysidro, 1) Introduced himself and mentioned that he is the youngest son in the Parra family and introduced his niece which is the oldest granddaughter in the family. 2) Thanked the Board and Superintendent for giving him the opportunity to speak. 3) Mentioned that he was born and raised in San Ysidro and was a student at Beyer School. His 4th, 5th and 6th grade teachers were an incredible inspiration to him. 4) Shared pictures of his parents, Ramon and Eleonar Parra, and a picture of his father when he served on the Board.

Emilio Noriega, Friends of San Ysidro, 1) Commented that he was born and raised in San Ysidro. His parents came to San Ysidro in 1925. 2) Mentioned that he knows the Parra family since the late 40s. 3) Commented that Mr. Parra initiated the first Little League in San Ysidro and helped build the fence for the field. 4) Shared stories about his childhood knowing Mr. Parra.

Carlos Mercado, Friends of San Ysidro, 1) Commented that Mr. Parra was his hero and still is. 2) Mentioned that he was one of many lucky kids that benefited from Mr. Parra's good deeds. 3) Commented that Mr. Parra started the first Little League in San Ysidro and got a lot of kids off the streets. 4) Mentioned that Mr. Parra helped work on the baseball field and had uniforms for the children. 5) Commented that Mr. Parra was a great man and made a positive impact on him and other children.

Leticia Rocha Peck, Retired Teacher, 1) Commented that she was a San Ysidro School District teacher for over thirty years. 2) Mentioned that she was San Ysidro Teacher of the Year, San Diego County Teacher of the Year, the Ambassador of Education to Africa representing San Ysidro, and also ranked the 25th Teacher in the State of California. 3) Mentioned her accomplishments not to brag, but because she also represented San Ysidro and believed in the community like Mr. Parra. 4) Commented that it's wonderful that people want to honor his memory by renaming Willow School, but wondered if it was visual enough for people. She suggested an alternative location where people can visit; the Ramon Parra San Ysidro Boys & Girls Club. 5) Commented that she did most of her teaching at Willow School and Willow has over fifty years of history. Thousands of children have attended Willow. 6) Mentioned that she believes Mr. Parra should have a building named after him. He was a great influence in San Ysidro and did so much for the community.

Jose Barron, Friends of San Ysidro, 1) Commented that he met the Parra family in 1957. 2) Mentioned that Mr. Parra was a founding member of the Model Cities Committee (Area 6) and brought millions of dollars to improve San Ysidro infrastructures. Mr. Parra had concrete streets done using a local company which the community benefited from. 3) Mentioned that he worked closely with Mr. Parra when he was President of the San Ysidro Recreation Council and shared Mr. Parra's accomplishments. 4) Commented that Mr. Parra organized the Fiestas Patrias and made it an international event that drew crowds of 40,000 per year. San Ysidro received recognition throughout the county. 5) Asked the Board and Superintendent to consider the petition to rename Willow School after Ramon Parra, a great man.

Marianna Saponara, Representing Community Members, 1) Mentioned that she was a former teacher, administrator, and grant writer and was representing community members. 2) Commented that a community member challenged her presence at the June 8, 2017, school Board meeting because she was retired and doesn't live in San Ysidro. 3) Mentioned that a District Office employee invaded her privacy by requesting what her speech was about several times. Claims it was intimidation and harassment towards her. 4) Commented that three of her former students were victims of the McDonald's massacre and she helped console their parents and purchased an angel headstone for one of the students. 5). Mentioned that her husband, David, and Coast Guard son, Lt. Ernie Saponara, helped her during the thirty-eight years she worked in the District. Her husband

taught chess at San Ysidro Middle School and her son Ernie accompanied her on field trips. 6) Shared information about the contributions she's made to the students, parents and staff of the District. 7) Mentioned that Smythe office staff and the health office staff need customer service training. The certificated staff needs sensitivity and classroom management training. 8) Commented that the security guard should do his job and not roam around the school as a babysitter. 9) Mentioned that noon time supervisors should not be allowed to yell at the children or teach P.E. 10) Commented that better food should be given to the children in the cafeteria. 11) Shared concerns about staff members bringing their family member's business to Smythe School. 12) Mentioned that Smythe's Principal promised to return PTA membership money by November 2016, but this has never happened. 13) Commented that the PTA/PTO were selling items for a costly price and parents were upset. 14) Mentioned that shade structures should be reinstated for children with special needs. 15) Commented that games and sports should be brought back for recess and music should be played for upper grade students.

Esther Gutierrez, Parent, 1) Commented that she's raised her granddaughter since she was in the 2nd grade and now she started high school. She's been a part of the community, knows parents and has volunteered through the PTA. 2) Mentioned that she is very proud of the Board and thanked the Board members. 3) Thanked Dr. Fonseca and Mr. Macias. 4) Mentioned that she lives in the community and can help out with whatever is needed. 5) Shared concerns about a contract for a company that does student pictures, is very costly with their packages and only accepts cash. 6) Mentioned that packages could be less expensive and the PTAs might be able to assist so parents can afford the pictures. 7) Commented that it means a lot to have pictures. She has pictures of her children and granddaughter. 8) Would like someone to look into this.

Nancy Alvarado, Teacher, 1) Commented that she is a teacher and lives in San Ysidro. She votes and pays property taxes. 2) Mentioned that Mr. Parra deserves to be recognized. 3) Commented that we have a fiscal responsibility towards spending money wisely and funds would be needed to rebrand and change the logo among other things. 4) Mentioned that as a teacher, she could see funds being spent on math books, reading books, social studies books and science books that are old. 5) Mentioned that if the teachers were surveyed, they could think of ways to spend funds to help our students. 6) Commented that she would love to see a library or cafeteria named after Mr. Parra. 7) Mentioned that Willow was named after a family and has fifty years of history. 8) Asked the Board to reconsider that decision very carefully. 9) Mentioned that fiscally, we are going in the right direction and thanked Mr. Macias for an amazing job.

Fernanda Rios, Teacher, 1) Commented that she has been an employee of the San Ysidro School District for sixteen years and was a teacher at Willow School for thirteen years. 2) Commented that her grandfather worked at Willow School. Her grandmother was one of the founders of the San Ysidro Clinic and was part of the movement to bring affordable housing to San Ysidro. Mentioned that her grandmother also participated in various San Ysidro committees. 3) Commented that she understands the importance of recognizing and honoring those who have struggled for the community and have helped implement programs in San Ysidro. 4) Mentioned that we also need to value the impact that Willow School has on so many students, parents, and San Ysidro staff. It holds a special place in our hearts and the thought of renaming Willow saddens her. She is opposed to the name change. 5) Mentioned that she is in favor of recognizing Ramon Parra for his contributions, but asked if a building, library, new school, cafeteria or Board room can be considered.

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

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Linares, 1) Mentioned that he is very happy with the latest updates of the remodeling of schools and especially with the update on the solar panels. 2) Commented that he knows that there have been grave concerns on the ability to perform from the solar company and it created friction among Board members and the administration and fractured relationships to the point of no return. 3) Mentioned that if we set aside the cynics and the critics, we have a great chance to do extraordinary things for our District and students in the years ahead. 4) Commented that history is written by dreamers, not doubters. San Ysidro School District has made history for its recent accomplishments. 5) Mentioned that he is a dreamer and a visionary, but unfortunately he is not autonomous. He is one vote in a controlled and dysfunctional Board where students and the community ride in the back seat.

Member Diaz, 1) Thanked and welcomed everyone. 2) Commented that the Board has been in place for eight months and things got off to a rocky start, but we are headed in the right direction. 3) Mentioned that we are moving forward with the schools. Smythe and La Mirada are being renovated and this is our other chance to make sure the culture is all about the kids. 4) Commented that we first need to focus on the kids and also need to take care of our staff. 5) Mentioned that he is looking forward to this year with the new schools and new solar panels in place. 6) Thanked Mr. Macias and his team for everything they've done and will continue to do. 7) Commented that teachers and staff need to be taken care of so we can retain the staff. 8) Mentioned that changing a school name is a big decision and the Board needs more information about Willow. Asked Dr. Fonseca for an informative about Willow. 9) Mentioned that he is excited about the 2017-2018 school year.

Member Martinez, 1) Commented that Ramon Parra should be recognized. 2) Mentioned that Nancy's comments regarding the cost should be taken into consideration. In terms of Willow School, the name has been there for fifty years. 3) Commented that perhaps, the Board room could be named after Ramon Parra. 4) Gave direction to Dr. Fonseca to meet with the Friends of San Ysidro to review options and recognize both Willow and Mr. Parra. 5) Mentioned that it's beautiful to see community members advocating. He takes the petition very seriously. 6) Commented that he is from San Ysidro and his great, great grandfather was one of the first settlers in San Ysidro. His name was Guadalupe Gonzalez. Having roots from San Ysidro is very meaningful. 7) Mentioned that he is excited about the new school year, particularly, because we will be offering electives at two middle schools. 8) Commented that having electives will help kids be successful in high school, college and it will lead to a well-rounded education. 9) Thanked Dr. Fonseca and Administration for getting the reconfiguration done. Mentioned that it usually takes a long time, but it was done in one year. 10) Commented that schools are back to normal with K-6th and 7th-8th. 11) Commented that he is excited about the remodeling of Smythe and La Mirada. 12) Mentioned that it's the Board's responsibility to do something with Beyer. Asked Mr. Macias to explore different options.

Vice-President Lopez, 1) Commented that she is excited about what is happening in the San Ysidro schools. 2) Thanked Dr. Fonseca, Mr. Macias and management for working so hard. 3) Commented that she would like to receive the Board agenda one week in advance to spend more time reading it before the actual meeting date. 4) Commented that she is excited to see the YMCA in the District. 5) Mentioned that she visited a YMCA summer program and noticed strict security procedures. The children were reading, happy and using the computers. Thanked the Board for approving the YMCA and giving them an opportunity. 6) Mentioned that she is a member of the Friends of San Ysidro and attends their meetings when she can. She knows they have good intentions bringing Mr. Parra's name and understands there are procedures to follow. 7) Asked Dr. Fonseca and Mr. Macias to work on this. She knows there is a cost and doesn't want to use money that we can use for our community and our kids. 8) Commented that she would like Mr. Parra recognized and it could

be a building or cafeteria. 9) Mentioned that there is a lot of history in San Ysidro and it's important to provide that information to our kids so they can learn about their community. 10) Thanked the Board for working together and for their support.

Dr. Fonseca, Superintendent, 1) Thanked Victor Guzman for his outstanding leadership and for working late nights to get things done from start to end. 2) Commented that there have been a lot of celebrations. Some very happy times where we celebrate life, but we also have challenges when our family members become ill and it doesn't turn out so well for them. It's important to recognize those folks as well. 3) Mentioned that it's difficult when you have a family member to take care of. Thanked the staff for their commitment and dedication. 4) Commented that three years ago he had the privilege of joining the District. The Board wanted finances in order and that has been done. 5) Shared a report of the accomplishments that have been met in the last two years: positive certified budget, FPM had zero findings, LCAP focused on student achievement, rising scores, building schools, bringing in community partners, athletic activities and he's hopeful to bring back the YMCA tonight. 6) Thanked the Board for their vision and allowing everyone to think outside the box and be creative. Commented that the focus is not only on the education of the children, but their well-being for the rest of their lives. 7) Mentioned that the water issue was addressed. 8) Commented that he is excited about the direction of the 2017-2018 school year. 9) Mentioned that we are renovating La Mirada and Smythe and it's exciting that the kids will have an opportunity to have a curriculum and instruction based school with a facility to match. 10) Asked the Board to support student attendance. Mentioned that there has been chronic absenteeism throughout the years and we are partnering with the Clinton Health Matters Initiative to bring resources to the District. 11) Commented that there is a bullying issue not just in the District, but across the nation and he will be presenting a resolution to address the matter. 12) Commented that Principals should be focused on this and use every means necessary to combat bullying up to the point where expulsion could be recommended. 13) Mentioned that the intent should be for every student to have the opportunity to succeed. We have to remove barriers, safety issues and bring supportive resources. 14) Thanked the Board for their vision and commented that they have come far, but they aren't done yet.

Member Martinez made a motion to recess at 7:54 p.m., seconded by Member Diaz. The vote was unanimous.

The Board reconvened at 8:08 p.m.

11. GENERAL ADMINISTRATION

11.1 BOARD CLERK ELECTION

The Board elected Marcos A. Diaz Board Clerk.

The Board voted to elect Board Clerk. The vote was as follows:
Marcos A. Diaz by Vice-President Lopez
Antonio Martinez by Member Linares
Antonio Martinez by Member Diaz
Marcos A. Diaz by Member Martinez

Superintendent Fonseca announced that the Board will vote a second time due to a tie vote.

The Board elected Marcos A. Diaz Board Clerk. The vote was as follows:
Marcos A. Diaz by Vice-President Lopez
Antonio Martinez by Member Linares
Marcos A. Diaz by Member Diaz
Marcos A. Diaz by Member Martinez

Motion: Martinez Second: Diaz Vote Unanimous

11.2 MINUTES
The Board approved the minutes of the Regular Board meeting of May 11, 2017 and the Minutes of the Special Board meeting of June 2, 2017.

Motion: Martinez Second: Diaz Vote: Unanimous

11.3 EMPLOYEE ATTENDANCE INCENTIVE
The Board approved the attendance incentive for the 10 employees listed on the attached sheet.

Motion: Martinez Second: Diaz Vote: Unanimous

11.4 SECOND READING AND ADOPTION OF REVISED BOARD POLICY AND ADMINISTRATIV REGULATIONS 5132 (A-B) DRESS AND GROOMING
The Board approved the Second Reading and Adoption of Revised Board Policy and Administrative Regulations 5132 (A-B) Dress and Grooming.

Clerk Diaz suggested that all schools have the same color options.

Motion: Diaz Second: Lopez Vote: Unanimous

11.5 FIRST READING OF ADMINISTRATIVE REGULATION 3543 -TRANSPORTATION SAFETY AND EMERGENCIES
The Board approved the first reading of Business and Noninstructional Operations Administrative Regulation 3543 on Transportation Safety and Emergencies to establish additional procedures to safeguard the safety of students while being transported in a District vehicle.

Motion: Martinez Second: Lopez Vote: Unanimous

11.6 FIRST READING OF BOARD POLICY 3541.2 TRANSPORTATION FOR STUDENTS WITH DISABILITIES
The Board approved the first reading of Business and Noninstructional Operations Board Policy 3541.2 - Transportation for Students with Disabilities.

Motion: Martinez Second: Diaz Vote: Unanimous

11.7 RESOLUTION NO. 17/18-3601
The Board adopted Resolution No. 17/18-3601 establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for fiscal year 2017-18.

Motion: Martinez Second: Diaz Vote: Unanimous

11.8 RESOLUTION NO. 17/18-3101

The Board adopted Resolution No. 17/18-3101 on the new ground mounted photovoltaic panel project at 4350 Otay Mesa Road, San Ysidro, CA and directed District staff to forward a copy of the adopted and signed Resolution to the Department of State Architects.

Motion: Martinez Second: Diaz Vote: Unanimous

11.9 MURAL AT VISTA DEL MAR CAFETERIA

The Board approved the First reading/review of the design for the mural to be painted at the Vista Del Mar School cafeteria.

Motion: Martinez Second: Diaz Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Tabled 12B.20 --AGREEMENT WITH EAST L.A. CLASSIC THEATRE FOR BEYOND THE BELL BROADWAY PROGRAM
2) Tabled --12B.21 AGREEMENT WITH EAST L.A. CLASSIC THEATRE FOR THE MOVIE MAKING MAGIC PROGRAM
3) Changed 12D.6 Behavior Specialist to 12D.7
4) Changed 12D.7 Classroom Teachers K-8 to 12D.8
5) Pulled the following Consent Calendar Items for discussion and to be voted on separately: 12A.4, 12B.1, 12B.7, 12B.30, 12B.38, 12C.4, 12C.7, and 12E.2. for discussion to be voted on separately.

Motion: Martinez Second: Diaz Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 MATH ADOPTION – REVISION

The Board approved the new estimated cost for the Mathematics Adoption materials in the amount of $779,895.50 from the lottery fund.

12A.2 3RD ANNUAL FAMILIES FIRST RESOURCE FAIR

The Board approved the 3rd Annual Families First Resource Fair to be held on August 19, 2017 at the District Office at a cost not to exceed $3,000.00 from the general fund.

12A.3 2017 VEBA BENEFITS SEMINAR

The Board approved the participation of Daniel Chavez to attend the 2017 VEBA Advisory Council Seminar on August 24, 2017 and the Benefit Administrator Training on September 15, 2017 to be held in San Diego, CA at no cost to the District.

12A.4 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Janette Ridgels, Rick Quintana, Denise Villezcas, Martha Murillo	Mindfulness-Based Interventions to Rewire the Brain Seminar	San Diego	July 21, 2017	$799.96	Educationally Related Mental Health Services Fund
Oscar Madera	Non-Violent Crisis Prevention Intervention Flex Renewal Program	San Marcos	August 17-18, 2017	$795.00	Special Education Fund
See attached list	Update to Professional Development for Teachers	SYMS	August 7-11, 2017	TBD	Title II Fund
Manuela Colom	ACSA Curriculum and Instruction Leaders Academy	Costa Mesa	Sept. 15 &16, 2017 Oct. 13 & 14, 2017 Dec. 1 & 2, 2017 Jan. 19 & 20, 2018 Feb. 2 & 3, 2018 Mar. 2 & 3, 2018 April 6 & 7, 2018 May 4 & 5, 2018	$5,000.00	Title II fund
Gabriela Gregory, Elizabeth Perez, Sylvia Lugo, Ma. Elena Hernandez, Maria Gomez, Lupita Barrera, Cristina D'Oleire, Rocio Alvarado, Jeanette Ridgels, Oscar Madera, Carolina Jaime, Jose Luis Mejia, Irene Lopez and	Edupoint National User's Conference	Anaheim	November 2 & 3, 2017	$12,000.00	General Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Elizabeth Originales					
Oscar Madera, Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman, Miguel Aguilera, Lupita Garcia, Sylvia Armenta, Dalia Gonzalez G.	Dialectical Behavior Therapy Conference	San Diego	September 13-14, 2017	$3,509.91	Educationally Related Mental Health Services fund
Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman, Miguel Aguilera	Self and Match Introductory Training	San Marcos	October 10, 2017	$300.00	Educationally Related Mental Health Services Fund
Monica Yrineo, Patricia Caro, Miguel Ortega	Board Governance Workshop	Escondido, CA	August 1, 2017	$450.00	General Fund
Laura Caballero, Linda Gonzales, Daniel Chavez and Business Department staff (TBD)	California Employers' Retiree Benefit Trust (CERBT) Workshop	San Diego	August 17, 2017	$0	No Cost
Dr. Julio Fonseca, Omar Calleros	Community Schools Fundamentals Conference	New York	October 18-20, 2017	$5,000.00	General Fund

Motion: Martinez Second: Lopez Vote: Unanimous

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of June 2, 2017 through June 30, 2017. (Report #12): ▪ General Fund: 0000001841-0000001842, 0000001844-0000001848, 0000001850-0000001852, 0000001854-0000001855, 0000001859-0000001861, 0000001863-0000001864, 0000001868-0000001870, 0000001873-0000001875, 0000001878, 0000001881-0000001883, 0000001885-0000001886, 0000001888-0000001901, 0000001903-00000001908, 0000001911-0000001916, 0000001918-0000001933, 0000001939-0000001944, 0000001948, 0000001950, 0000001954-0000001955, 0000001957-0000001958, 0000001960-0000001963 ▪ Child Development Fund: 0000001867, 0000001934-0000001938, 0000001949, 0000001951-0000001953, 0000001956, 0000001959 ▪ Child Nutrition Fund: 0000001843, 0000001856-0000001858, 0000001884, 0000001964-0000001965 ▪ Building Fund: 0000001849, 0000001853, 0000001865-0000001866, 0000001871-0000001872, 0000001876-0000001877, 0000001882, 0000001887, 0000001909, 0000001917, 0000001939, 0000001945-0000001946, 0000001947, 0000001966.

Motion: Diaz Second: Martinez Vote: Unanimous

12B.2 EXPENDITURE REPORT

The Board approved/ratified the expenditures incurred by the District during the period of May 25, 2017 through June 28, 2017. Listing sheets #1051 through #1071. Payments were made with checks #14-264695 through #14-280671 for a total expenditure of $2,323,275.62.

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at $1,370.55 to help support and enrich our educational programs.

12B.4 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2016-17

The Board accepted the Report of William's Complaints for the fourth quarter, from April 1, 2017 to June 30, 2017 of the 2016-2017 school year for submission to the San Diego County Office of Education.

12B.5 AGREEMENT WITH YMCA OF SAN DIEGO COUNTY (BORDER VIEW FAMILY YMCA) FOR 2017 SUMMER PROGRAM - REVISED

The Board approved/ratified the revision to the agreement with YMCA of San Diego County (Border View Family YMCA) for the 2017 Summer Program to reflect changes in the budget distribution.

12B.6 AGREEMENT WITH VECTORUSA FOR EXCHANGE 2010 MIGRATION OFFICE 365 PROJECT

The Board approved/ratified the agreement with VectorUSA to implement an exchange from Microsoft 2010 to a hosted Office 365 at an estimated amount of $9,600.00 from the general fund.

12B.7 AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY
Approve the agreement with Gloria Gonzalez Photography for school year 2017-18.

Motion: Diaz Second: Martinez Vote: 0- 4 Noes -- *Motion fails*

12B.8 AGREEMENT WITH XEROX MRC SMART TECHNOLOGY SOLUTIONS FOR PRINTERS – AMENDMENT
The Board approved/ratified the amendment to the five (5) year service agreement with MRC Smart Technology Solutions, a Xerox Company, reflecting a lower monthly fixed rate. The new estimated annual cost to service District-owned printers is $53,376.00 from the general fund.

12B.9 AGREEMENT WITH KEENAN & ASSOCIATES FOR LOSS CONTROL SERVICES
The Board approved/ratified the 3-year agreement with Keenan & Associates for Loss Control Services at a cost of $22,983.00 from the general fund.

12B.10 AMENDMENT NO. 3 TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL
The Board approved Amendment No. 3 to the agreement with Michael Baker International for the District's offsite and onsite preserves, perpetual management phase of the vernal pool mitigation site at an estimated cost of $78,285.00 from the general fund.

12B.11 SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND FOR 2017-18 FISCAL YEAR
The Board approved/ratified the renewal agreement with Southern California Relief Regional Liability Excess Fund JPA for fiscal year 2017-18 at a total cost of $263,304.00 from the general fund.

12B.12 PROTECTED INSURANCE PROGRAM (PIPS) FOR SCHOOLS JOINT POWERS AUTHORITY
The Board approved/ratified the renewal rates of Protected Insurance Program for Schools Joint Powers Authority for fiscal year 2017-18 at a cost of $833,380.00 from all funding sources and is based on payroll.

12B.13 SCHOOLS EXCESS LIABILITY FUND (SELF) JPA
The Board approved/ratified the service agreement renewal rates of Schools Excess Liability Fund (SELF) for fiscal year 2017-18 at a cost of $30,469.95 from the general fund.

12B.14 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION 2017-18
The Board approved the agreement with Orange County Superintendent of Schools for the 2017-18 school year. All costs incurred will be paid by the Department of Health Services.

12B.15 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH EDUCATIONAL BASED SERVICES FOR 2017-2018 SCHOOL YEAR
The Board approved the San Diego County Nonpublic Master Contract with Educational Based Services (EBS) for school year 2017-2018 at an estimated cost of $106,560.00 from the Special Education funds.

12B.16 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL FOR 2017-2018 SCHOOL YEAR

The Board approved/ratified the San Diego County Nonpublic Master Contract with Aseltine School for 2017-2018 school year at a cost of $119,296.50 from the Special Education funds.

12B.17 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER (AMENDMENT)

The Board approved/ratified the amendment to the San Diego County Nonpublic Master Contract with Stein Education Center for 2016-2017 school year at an amended total amount of $61,329.72 from the Special Education funds.

12B.18 AGREEMENT WITH MY PT SAN DIEGO

The Board approved the agreement with My PT San Diego to provide physical therapy evaluations and consultations for 2017-18 school year at a total cost not to exceed $10,000.00 from the Special Education fund.

12B.19 AGREEMENT WITH MAXIM STAFFING SOLUTIONS

The Board approved the Facility Staffing Agreement with Maxim Healthcare Services doing business as Maxim Staffing Solutions for supplemental nurse staffing services on an "as needed" basis.

12B.20 AGREEMENT WITH EAST L.A. CLASSIC THEATRE FOR BEYOND THE BELL BROADWAY PROGRAM -- *Tabled for a future meeting*

The Board approved the agreement with East L.A. Classic Theatre for the 2017-18 Beyond the Bell Broadway, a musical-theatre afterschool program, at a cost not to exceed $168,000.00 from the supplemental and concentration fund.

12B.21 AGREEMENT WITH EAST L.A. CLASSIC THEATRE FOR THE MOVIE MAKING MAGIC PROGRAM -- *Tabled for a future meeting*

Approve the agreement with East L.A. Classic Theatre for the Movie Making Magic Program for the 2017-18 school year at a cost not to exceed $80,000.00 and approve the purchase of the required equipment to implement this program at an estimated cost of $30,000.00 for two school sites from the supplemental and concentration funds.

12B.22 HOUGHTON MIFFLIN HARCOURT - ENGLISH 3D CALIFORNIA EDITION

The Board approved/ratified the purchase proposal with Houghton Mifflin Harcourt for the implementation of the English 3D Program at Ocean View Hills at an estimated cost of $18,021.74 from the Title I site fund.

12B.23 AGREEMENT WITH SPORTIME FOR THE SPARK PHYSICAL EDUCATION PROGRAM

The Board approved the purchase agreement with Sportime for implementation of the SPARK Physical Education Program to include materials and staff development at a cost not to exceed $13,832.80 from the Title II fund.

12B.24 AGREEMENT WITH MENTORINGMINDS
The Board approved/ratified the purchase agreement with MentoringMinds for materials and professional development at Sunset School at a cost not to exceed $10,320.31 from the Title I site fund.

12B.25 AGREEMENT WITH CODE TO THE FUTURE
The Board approved the 5-year agreement with Code To The Future for a Computer Science Immersion Program at Sunset Elementary at a cost not to exceed $266,000.00 from Title II funds.

12B.26 AMENDMENT TO THE AGREEMENT WITH PRINCIPAL'S EXCHANGE FOR SUMMER INSTITUTE
The Board approved the amendment to the agreement with Principal's Exchange to include two additional days to the 2017 Common Core Summer Institute at a new agreement total cost of $245,255.00 from Title II funds.

12B.27 AGREEMENT WITH MCGRAW HILL EDUCATION FOR MY MATH PROGRAM
The Board approved the purchase agreement with McGraw Hill Education for the My Math Program for grades Kinder – 5th as part of the Mathematics Adoption implementation at an estimated cost of $734,496.83 from the lottery fund.

12B.28 AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD MATH PROGRAM
The Board approved the purchase agreement with CollegeBoard for the SpringBoard Math Program for grades 6th to 8th as part of the Mathethatics Adoption at an estimated cost of $45,398.67 from the lottery fund.

12B.29 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO STATE UNIVERSITY FOR KIDS2COLLEGE PROGRAM
The Board approved the Memorandum of Understanding with the San Diego State University for the 2017-18 Kids2College Program at a cost not to exceed $7,875.00 from the supplemental and concentration funds.

12B.30 AGREEMENT WITH FOLLETT SCHOOL SOLUTIONS FOR DESTINY LIBRARY MANAGER TRAINING
The Board approved the service agreement with Follett School Solutions for the Destiny Library Management System training for Instructional Media Resource Aides at an estimated cost of $2,499.00 from the general fund.

Motion: Martinez Second: Diaz Vote: Unanimous

12B.31 AGREEMENT WITH FULCRUM MANAGEMENT SOLUTIONS, INC. FOR THOUGHTEXCHANGE ENTERPRISE SOFTWARE
The Board approved the agreement with Fulcrum Management Solutions, Inc. for the implementation of Thoughtexchange Enterprise Software during the 2017-18 school year at a cost not to exceed $20,000.00 from the supplemental and concentration fund.

12B.32 AGREEMENT WITH SERVICEMASTER RESTORE BY RAPID RESPONSE
The Board approved/ratified the agreement with ServiceMaster Restore by Rapid Response to provide District-wide remediation services during school year 2017-18 on an "as needed" basis at an amount not to exceed $20,000.00 from the building fund.

12B.33 AGREEMENT WITH YMCA OF SAN DIEGO, BORDER VIEW FAMILY FOR THE 2017-18 AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES
The Board approved the agreement with the YMCA of San Diego County (Border View Family YMCA) for the 2017-18 After School Education & Safety (ASES) Program at an amount not to exceed $900,000.00 from the ASES grant and 21st Century Community Learning Center (CCLC) grant.

12B.34 SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL (SCEDC) MEMBERSHIP
The Board approved the membership of Dr. Julio Fonseca, Superintendent, to the South County Economic Development Council (SCEDC) for 2017-18 school year in the amount of $350.00 from the general fund.

12B.35 SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP
The Board approved the membership of the Governing Board to the San Diego County School Boards Association for the 2017-18 school year at a cost of $188.28 from the general fund.

12B.36 LETTER OF AGREEMENT WITH CORNERSTONE COMMUNITIES CORPORATION
The Board approved/ratified the Letter of Agreement authorizing Cornerstone Communities Corporation from June 20, 2017 to July 28, 2017 at no cost to the District.

12B.37 AGREEMENT WITH AGUILAR AND ASSOCIATES – CHANGE ORDER NO. 2
The Board approved Change Order No. 2 to the agreement with Aguilar & Associates for Landscape Architectural Services and New Kindergarten Restrooms at La Mirada and Smythe schools at an estimated cost of $114, 608.00 from the building fund.

12B.38 AGREEMENT WITH DR. RUDY M. CASTRUITA (RMC EDUCATION CONSULTANTS, INC.)
The Board approved the agreement with Dr. Rudy M. Castruita (RMC Education Consultants, Inc.) at an estimated cost of $2,000.00 from the supplemental and concentration fund.

Motion: Martinez Second: Diaz Vote: Unanimous

12B.39 DESIGNATION OF AUTHORIZED DISTRICT REPRESENTATIVES FOR THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
The Board approved the official agency certification and designation of Jose Arturo Sanchez Macias, Deputy Superintendent and Paloma Perez Bertrand, Assistant Director of Nutrition Services, as the District's authorized representatives for the Child and Adult Care Food Program.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

12C.1 Bus Driver – Frank Villalva effective August 1, 2017
12C.2 Custodian – Nolberto Ayala effective July 1,2017
12C.3 Lead Child Nutrition Specialist – Leticia Cueva effective August 1, 2017
12C.4 Senior Accountant – Laura Gastelum effective July 1, 2017

Motion: Martinez Second: Diaz Vote: Unanimous

JOB DESCRIPTION

The Board approved revised job description for the following positions as recommended by staff:

12C.5 Accounting Technician III
12C.6 District Translator
12C.7 Senior Accountant

Motion: Martinez Second: Diaz Vote: Unanimous

RESIGNATION

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

12C.8 Noon Supervisor – Rebeca Sort de Sanz effective May 31, 2017

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

12D.1 Adapted Physical Education Specialist – Mark Kircher effective August 1, 2017
12D.2 Classroom Teachers K-8 – Kimberly Bennet, Victoria Burgos, Liana Davis, Lexa Glantz, Melissa Hasemyer, Irma Hernandez Garay, Jessica Hoffman, Jessica Johnson, Marianne Islas, Elizabeth LeHardy, Michelle Leon, David Salazar, Hannah Slater, Ebony Virgle and Janell Wright effective July 31, 2017
12D.3 Permit Preschool Teacher – Matilde Diaz and Cristina Rivera-Ortiz effective August 1, 2017
12D.4 School Psychologist – Sasha Ramirez effective August 1, 2017
12D.5 Teacher – Special Day Class – Marianna Rochin effective July 31, 2017
12D.6 Temporary Teacher – Katherine O'Callaghan effective July 31, 2017

JOB DESCRIPTION

The Board approved revised job description for the following as recommended by staff:

12D.7 Behavior Specialist

RETIREMENT

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

12D.8 Classroom Teachers K-8 – Maria Canale, Maura Dunn, Alma Fahme and Jeffrey Scarlett effective June 30, 2017

12E. PERSONNEL – CONFIDENTIAL/MANAGEMENT

EMPLOYMENT

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

12E.1 Administrative Confidential Secretary – Miguel Ortega effective July 1, 2017

JOB DESCRIPTION

The Board approved the job description for the following as recommended by staff:

12E.2 Director of Education Technology

Motion: Martinez Second: Diaz Vote: Unanimous

RECRUITMENT

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

12E.3 Director of Education Technology

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

13. ADJOURNMENT Time: 9:20 p.m.

Respectfully Submitted,

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias, Interim Superintendent

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

AGENDA ITEM: ADDENDUM NO. 2 TO THE EMPLOYMENT AGREEMENT OF THE DEPUTY SUPERINTENDENT

BACKGROUND INFORMATION:
The Deputy Superintendent's current Employment Agreement provides that he will perform his duties until June 30, 2020. Beginning September 1, 2017, and up until such time as the District appoints a new Superintendent, the Deputy Superintendent shall perform the duties as the Interim Superintendent, as prescribed by the laws of the State of California and by the rules and regulations made thereunder by the Board. The Employment Agreement is incorporated into this Addendum by this reference.

August 13, 2015	Employment Agreement as Chief Operating Officer
September 24, 2015	Amendment No. 1
March 11, 2016	Amendment No. 2 (Appointed as Deputy Superintendent)
December 14, 2016	Amendment No. 1
September 1, 2017	Governing Board appointed Deputy Superintendent as Interim Superintendent
September 14, 2017	Amendment No. 2 (Appointment to Interim Superintendent)

RECOMMENDATION:
Approve/Ratify Addendum No. 2 to the Employment Agreement with Mr. Jose Arturo Sanchez Macias to the position of Interim Superintendent.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Current Salary No change	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:

J. Arturo Sanchez Macias
Interim Superintendent

ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE SAN YSIDRO SCHOOL DISTRICT AND ARTURO SANCHEZ-MACIAS

This is an Addendum ("Addendum") to the Employment Agreement Between the San Ysidro School District and Arturo Sanchez-Macias ("Employment Agreement"), entered into on or about August 13, 2015, as amended on September 24, 2015, March 11, 2016, and December 14, 2016. The Employment Agreement is incorporated into this Addendum by this reference.

Mr. Sanchez-Macias' current Employment Agreement provides that he will perform the duties of the Deputy Superintendent until June 30, 2020. It is agreed that, beginning September 1, 2017, and up until such time as the District appoints a new Superintendent, Mr. Sanchez-Macias shall perform duties as the Interim Superintendent, as prescribed by the laws of the State of California and by the rules and regulations made thereunder by the Board.

This Addendum may be changed or terminated by mutual consent of the parties. Either Mr. Sanchez-Macias or the Board, by majority vote, may terminate this Addendum for no cause. If Mr. Sanchez-Macias or the Board unilaterally terminates this Addendum for no cause, or if the District appoints a new Superintendent, Mr. Sanchez-Macias retains the right to return to his position as Deputy Superintendent, with all the rights, duties, and obligations under the current terms of his Employment Agreement.

Abuse of Office. Notwithstanding any other provision to the contrary, if the Board believes, and subsequently confirms through an independent audit, that Mr. Sanchez-Macias has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate Mr. Sanchez-Macias and he shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth in his Employment Agreement. This provision is intended to implement the requirements of Government Code section 53260(b). Regardless of the term of his Employment Agreement, if the Employment Agreement is terminated, any cash settlement related to the termination that Mr. Sanchez-Macias receives from the District shall be fully reimbursed to the District if Mr. Sanchez-Macias is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243.2 and 53243.4. Any salary or paid leave salary provided to Mr. Sanchez-Macias pending an investigation shall be fully reimbursed if Mr. Sanchez-Macias is convicted of a crime involving an abuse of his office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds provided for the legal criminal defense of Mr. Sanchez-Macias shall be fully reimbursed if Mr. Sanchez-Macias is convicted of a crime involving an abuse of his office or position, as set forth in Government Code section 53243.1.

All other terms contained in the Employment Agreement shall remain the same and in full force and effect.

DATED this _____ , day of September, 2017

Accepted:

DEPUTY SUPERINTENDENT

_____
Arturo Sanchez-Macias

_____
Date:

SAN YSIDRO SCHOOL DISTRICT

By: _____
Rosaleah Pallasigue
Board President

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: ADOPTION OF 2016-2017 UNAUDITED ACTUALS FINANCIAL REPORT

BACKGROUND INFORMATION:
AB1200 requires local educational agencies (LEA) to submit their Unaudited Actuals Financial Reports to their county office of education. Districts should use the California Department of Education's SACS software. Reports are due upon completion, but no later than September 15th of each year.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:
Approve the adoption of the 2016-2017 Unaudited Actuals Financial Report.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias,
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias, Interim Superintendent

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

AGENDA ITEM: 2016-2017 EDUCATION PROTECTION ACCOUNT (EPA) YEAR-END EXPENDITURE REPORT

BACKGROUND INFORMATION:
Proposition 30, *The Schools and Local Public Safety Protection Act of 2012,* approved by voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA).

The San Ysidro School District Governing Board approved the EPA Spending Plan for 2016-2017 on June 23, 2016. At that time, revenue and expenditures were estimated at $6,107,624.00.

At year end of 2016-2017, the actual amount allocated to the District was $6,056,885.00. Expenditures were allocated to certificated salary costs as described in the original Spending Plan. Funds associated with Proposition 30 do not increase the District's annual revenue. The 2016-2017 unrestricted revenue and expenditures of $6,056,885.00 were reduced from the District's initial allocation for general funds.

RECOMMENDATION:
Information Only – See attached 2016-2017 EPA Expenditure Report (Proposition 30 funds). The EPA Expenditure Report for 2016-2017 will be published on the District's website for public view.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Unrestricted Revenues & Expenditures	General Fund	--
$6,056,885.00		
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias,
Interim Superintendent

San Ysidro School District
2016-2017 Education Protection Account
Program by Resource Report Expenditures by Obj - Detail
Expenditures through: June 30, 2017

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	-
LCFF	8010-8099	6,056,885.00
Federal Revenue	8100-8299	-
Other State Revenue	8300-8599	-
Other Local Revenue	8600-8799	-
All Other Financing Sources and Contributions	8900-8999	-
Deferred Revenue	9650	-
TOAL AVAILABLE		6,056,885.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)	Object Codes	
Teacher	1100	4,762,693.27
Health Clerk	2200	-
Custodian	2200	-
Licensed Vocational Nurse	2200	-
STRS, Certificated Positions	3111	582,583.15
PERS, Certificated Positions	3211	8,538.36
PERS Classified Positions	3212	-
OASDI, Certificated Positions	3311	3,851.96
OASDI, Classified Positions	3312	-
Medicare Certificated Position	3321	66,634.28
Medicare Classified Positions	3322	-
Alt Retirement System, Class	3332	-
Health & Welfare Benefits, cer	3401	518,125.83
Health & Welfare Benefits, cla	3402	-
State Unemployment Insurance,	3501	2,352.44
State Unemployment Insurance,	3502	-
Workers' Compensation Insuranc	3601	112,105.71
Workers' Compensation Insuranc	3602	-
		-
		-
		-
TOTAL EXPENDITURES AND OTHER FINANCING USES		$ 6,056,885.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		-

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias, Interim Superintendent

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

AGENDA ITEM: COLLECTIVE BARGAINING AGREEMENT WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER 154 AND AB1200

BACKGROUND INFORMATION:
The San Ysidro School District and the California School Employees Association (CSEA) have signed a new agreement effective July 1, 2017. The agreement was reached on August 11, 2017 and approved by the CSEA Chapter 154 employee members on August 11, 2017. The following was agreed on:

> Article 14: Wages and Fringe Benefits: Each classified unit member employed on the effective date of this MOU, shall receive a one-time, off schedule payment equal to two percent (2%) of the unit member's 2017-18 base salary, as reflected on their placement on the salary schedule.

As required under AB1200 due to the District's Positive financial status, the District submitted this agreement to the San Diego County Office of Education for review. Administration is recommending that the Governing Board approve this agreement which impacts all classified staff.

RECOMMENDATION:
Approve the Collective Bargaining Agreement between the San Ysidro School District and the California School Employees Association (CSEA) Chapter 154 and submittal of AB1200.

☐ **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 #

TOTAL COMPENSATION INCREASE		
$196,575.00	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:

J. Arturo Sanchez Macias,
Interim Superintendent

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: CSEA and it's Chapter 154 Certificated: _____ Classified: X

The proposed agreement covers the period: Beginning: 7/1/2017 Ending: 6/30/2018

This agreement will be acted upon by the Governing Board at its meeting on: September 14, 2017
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) $	Fiscal Impact of Proposed Agreement					
		Current Year 2017-2018		Year 2 2018-2019		Year 3 2019-2020	
		(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$0.00	$0.00		$0.00		$0.00	
2. **Salary Schedule** - Increase (Decrease)	$0.00	$0.00		$0.00		$0.00	
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$178,526.00	$178,526.00	100.00%	$0.00	0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$18,049.00	$18,049.00	100.00%	$0.00	0.00%	$0.00	0.00%
5. **Health/Welfare Benefits** - Increase (Decrease)	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$196,575.00	$196,575.00	100.00%	$0.00	0.00%	$0.00	0.00%
7. **Total Number of Represented Employees**	294.00	294.00		0.00		0.00	
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$668.62	$668.62	100.00%				

Impact on other Funds: FD 12 FY2017-18 - Bonus of 2% in the amount of $7,516 and Statutory $760
FD 13 FY2017-18 - Bonus of 2% in the amount of $14,087 and Statutory $1,424

A. **Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

Article 14 Wages and Fringe Benefits: Each classified unit member employed on the effective date of this MOU, shall receive a one-time, off-schedule payment equal to two percent (2%) of the unit member's 2017-2018 base Salary, as reflected on their placement on the salary schedule.

B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

N/A

C. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

N/A

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

N/A

E. Source of Funding for Proposed Agreement

1. Current Year

General Fund

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years?

N/A

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

N/A

MEMORANDUM OF UNDERSTANDING BETWEEN
SAN YSIDRO SCHOOL DISTRICT AND
CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION AND
ITS SAN YSIDRO CHAPTER #154
REGARDING OFF-SCHEDULE PAYMENT

This Memorandum of Understanding ("MOU") is entered into this 11th day of August 2017, by and between the San Ysidro School District ("District") and the Classified School Employees Association and Its Chapter #154 ("CSEA") (collectively referred to herein as the "Parties") regarding Article 14, Wages and Fringe Benefits, of the Collective Bargaining Agreement ("CBA") between the Parties.

Whereas, the District and CSEA have concluded negotiations for the 2017-2018 school year.

Whereas, on August 10, 2017, the District sunshined its interest in reopening Article 14, Wages and Fringe Benefits, to negotiate a possible increase to unit member's compensation for the 2017-2018 school year due to the hard work and dedication of the classified staff during the reconfiguration project.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THAT:

1. This MOU shall become effective on the date of its execution and approval by each party.

2. Each classified unit member employed on the effective date of this MOU, shall receive a one-time, off-schedule payment equal to two percent (2%) of the unit member's 2017-2018 base salary, as reflected on their placement on the salary schedule. The District will provide unit members with said payment no later than October 31st, 2017.

3. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: 8/11/17
Daniel Zummo
Executive Director of Human Resources

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

By: _____ Date: 8.11.17
Fidel Castro
CSEA Chapter President

By: _____ Date: 8/11/17
Cynthia McDaniel
Labor Relations Representative

SAN DIEGO COUNTY OFFICE OF EDUCATION
6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net
San Diego County Superintendent of Schools Dr. Paul Gothold

August 21, 2017

Dr. Julio Fonseca
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

Dear Dr. Fonseca:

We have received the Disclosure of Collective Bargaining Agreement for the San Ysidro CSEA bargaining unit in accordance with AB1200 (Statutes of 1991, Chapter 1213) and Government Code 3547.5. The proposed agreement is effective July 1, 2017 through June 30, 2018 and will be acted upon by the Governing Board at its meeting on September 14, 2017.

Details of the proposed agreement that affect compensation:

- One-time, off-schedule payment equal to two percent (2%) of the unit members 2017-18 base salary as reflected on their placement on the salary schedule

The report regarding the impact of the fiscal changes due to this agreement is acceptable.

Section 3547.5 of the Government Code requires the district superintendent and the chief business official to certify in writing that the cost of a collective bargaining agreement can be met during the term of the agreement. Furthermore, E.C. 42142 requires school districts to adopt necessary budget revisions within 45 days of approval of a collective bargaining agreement.

We encourage the district to carefully monitor budgeted funds, property tax revenues and ADA projections during the 2017-18 fiscal year. Please notify our office immediately if the district anticipates any type of financial shortfall.

Should you have any questions concerning this review, please feel free to call me at (858) 292-3537.

Sincerely,

Brent Watson
Executive Director
District Financial Services

BW:RM

cc: Arturo Sanchez Macias, Deputy Superintendent, San Ysidro School District
Tammy Britt, Retirement Systems Specialist, SDCOE

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias, Interim Superintendent

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

AGENDA ITEM: COLLECTIVE BARGAINING AGREEMENT WITH THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA) AND AB1200

BACKGROUND INFORMATION:
The San Ysidro School District and the San Ysidro Education Association (SYEA) have signed a tentative agreement effective July 1, 2017. The agreement was reached on August 11, 2017 and approved by the teachers on August 11, 2017. The following was agreed on:

- Article 18 – Compensation and Fringe Benefits: One-time, off-schedule payment equal to two percent (2%) of the unit member's 2017-18 base salary, as reflected on their placement on the salary schedule.
- Article 18 – Compensation and Fringe Benefits: the parties agree to reopen negotiations for the sole purpose of negotiating a potential increase to compensation for the 2017-18 school year for SYEA bargaining unit members.

As required under AB1200, the District submitted to the San Diego County Office of Education for review of this agreement. Administration is recommending that the Governing Board approve this agreement which impacts all certificated and management/confidential staff.

RECOMMENDATION:
Approve the Collective Bargaining Agreement between the San Ysidro School District and the San Ysidro Education Association (SYEA) and submittal of AB1200.

☐ **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 #

TOTAL COMPENSATION INCREASE		
$532,304.00	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:

J. Arturo Sanchez Macias,
Interim Superintendent

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: San Ysidro Education Assoc., Mgmt and Confidential Certificated: X Classified:

The proposed agreement covers the period: Beginning: 7/1/2017 Ending: 6/30/2018

This agreement will be acted upon by the Governing Board at its meeting on: September 14, 2017 (Date)

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement					
		Current Year 2017-2018		Year 2 2018-2019		Year 3 2019-2020	
	(a) $	(b) $	(c) %	(b) $	(c) %	(b) $	(c) %
1. **Step & Column** - Increase (Decrease) due to movement plus any changes due to settlement	$0.00	$0.00		$0.00		$0.00	
2. **Salary Schedule** - Increase (Decrease)	$0.00	$0.00		$0.00		$0.00	
3. **Other Compensation** - Increase (Decrease) in Stipends, Bonuses, etc.	$494,258.00	$494,258.00	100.00%	$0.00	0.00%	$0.00	0.00%
4. **Statutory Benefits** - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	$38,046.00	$38,046.00	100.00%	$0.00	0.00%	$0.00	0.00%
5. **Health/Welfare Benefits** - Increase (Decrease)	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
6. **Total Compensation** - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	$532,304.00	$532,304.00	100.00%	$0.00	0.00%	$0.00	0.00%
7. **Total Number of Represented Employees**	284.00	284.00		0.00	$0.00	0.00	$0.00
8. **Total Compensation Cost for Average Employee** - Increase (Decrease)	$1,874.31	$1,874.31	100.00%				

Impact on other Funds: FD 12 FY2017-18 - Bonus of 2% in the amount of $9,894 and Statutory $742
FD 13 FY2017-18 - Bonus of 2% in the amount of $3,232 and Statutory $327

A. **Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:**

Article 18 Compensation and Fringe Benefits: One-time, off-schedule payment equal to two percent (2%) of the unit member's 2017-2018 base salary, as reflected on their placement on the salary schedule.

B. **Proposed Negotiated Changes in Non-Compensation Items** (class size adjustments, staff development days, teacher prep time, etc.)

N/A

C. **What are the specific impacts on instructional/support programs to accommodate the settlement?** Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

N/A

D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

Article 18 Compensation and Fringe Benefits: the parties agree to reopen Negotiations for the sole purpose of negotiating a potential increase to Compensation for the 2017-2018 school year for SYEA bargaining Unit members.

E. Source of Funding for Proposed Agreement

1. Current Year

General Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

N/A

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

N/A

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$43,921,379
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,584.49
d. State Standard Minimum Reserve Amount for this District *(Line 1a times Line 1b, or $50,000, whichever is greater, for a district with less than 1,001 ADA)*	$1,317,641.38

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	$0.00
b. General Fund Budgeted Unrestricted Unappropriated Amount	$11,079,308.45
c. Special Reserve Fund 17-Bugeted Designated for Economic Uncertainties	$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	$0.00
e. Total District Budgeted Unrestricted Reserves	$11,079,308.45

3. Do unrestricted reserves meet the state standard minimum reserve amount? [Yes] No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent (Signature) — Date: 8/16/17

Chief Business Official (Signature) — Date: 8.16.17

Contact Person: Arturo Sanchez-Macias, Depty Supt Telephone No.: (619)428-4476

Revised: 06/06

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2: _____
in accordance with Education Code § 42142 and Government Code § 3547.5

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board-Approved Budget Before Settlement as of (insert date)	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
LCFF Sources (8010-8099)	46,779,883			46,779,883
Remaining Revenues (8100-8799)	2,025,308			2,025,308
TOTAL REVENUES	48,805,191	0	0	48,805,191
EXPENDITURES:				0
1000 Certificated Salaries	19,670,094			19,670,094
2000 Classified Salaries	5,983,989			5,983,989
3000 Employee Benefits	7,562,838			7,562,838
4000 Books and Supplies	3,128,820			3,128,820
5000 Services and Operating Expenses	7,055,134			7,055,134
6000 Capital Outlay	107,062			107,062
7000 Other	413,442			413,442
TOTAL EXPENDITURES	43,921,379	0	0	43,921,379
OPERATING SURPLUS (DEFICIT)	4,883,812	0	0	4,883,812
OTHER SOURCES AND TRANSFERS IN	0			0
OTHER USES AND TRANSFERS OUT	5,809,178			5,809,178
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(925,366)	0	0	(925,366)
BEGINNING BALANCE	12,004,676			12,004,676
CURRENT YEAR-ENDING BALANCE	11,079,309			11,079,309
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	0			0
Restricted (9740)	0			0
Committed (9750/9760)	0			0
Assigned (9780)	0			0
Reserve Economic Uncertainties (9789)	0			0
Unassigned/Unappropriated (9790)	11,079,309			11,079,309

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:

No adjustment necessary.

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION REGARDING OFF-SCHEDULE PAYMENT

This Memorandum of Understanding ("MOU") is entered into this 11th day of August 2017, by and between the San Ysidro School District ("District") and the San Ysidro Education Association ("SYEA") (collectively referred to herein as the "Parties") regarding Article 18, Compensation and Fringe Benefits, of the Collective Bargaining Agreement ("CBA") between the Parties.

Whereas, the District and SYEA have concluded negotiations for the 2017-2018 school year.

Whereas, on August 10, 2017, the District sunshined its interest in reopening Article 18, Compensation and Fringe Benefits, to negotiate a possible increase to unit member's compensation for the 2017-2018 school year.

Whereas, per Article 25, Effect of Agreement, the Parties have mutually agreed, in writing, to meet and negotiate settled issues during the term of the Agreement, specifically agreeing to reopen negotiations on Article 18, Compensation and Fringe Benefits.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THAT:

1. This MOU shall become effective on the date of its execution and approval by each party.

2. Each certificated unit member employed on the effective date of this MOU, shall receive a one-time, off-schedule payment equal to two percent (2%) of the unit member's 2017-2018 base salary, as reflected on their placement on the salary schedule. The District will provide unit members with said payment no later than October 31st , 2017.

3. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: 8/11/17

Daniel Zummo
Executive Director of Human Resources

SAN YSIDRO EDUCATION ASSOCIATION

By: G. Sández Date: 8-11-17

Guillermina Sandez
SYEA Bargaining Chair

MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN YSIDRO EDUCATION ASSOCIATION REGARDING EFFECT OF AGREEMENT

This Memorandum of Understanding ("MOU") is entered into this 11th day of August 2017, by and between the San Ysidro School District ("District") and the San Ysidro Education Association ("SYEA") (collectively referred to herein as the "Parties") regarding Article 25, Effect of Agreement, of the Collective Bargaining Agreement ("CBA") between the Parties.

WHEREAS, SYEA and the District are currently operating under a closed collective bargaining agreement through June 30, 2018;

WHEREAS, Article 25, Effect of Agreement, of the CBA allows that no settled issues shall be subject to further meeting and negotiating during the term of the CBA "unless by mutual consent in writing…"

NOW, THEREFORE, the parties agree as follows:

1. This Memorandum constitutes "mutual consent in writing" as described in Article 25, Effect of Agreement, Section A and Section B.

2. The parties agree to reopen negotiations on Article18, Compensation and Fringe Benefits, for the sole purpose of negotiating a potential increase to compensation for the 2017-2018 school year for SYEA bargaining unit members.

3. The parties further agree that to the extent any relevant appendices to the Agreement are impacted by agreements reached pursuant to Section 2 above, such appendices shall be altered accordingly.

4. This MOU does not reduce or extend the term of the current Agreement.

5. Aside from matters contemplated in Section 2 and Section 3 of this Memorandum, no other terms or conditions of the Agreement shall be altered.

SAN YSIDRO SCHOOL DISTRICT

By: _____ Date: 8/11/17

Daniel Zummo
Executive Director of Human Resources

SAN YSIDRO EDUCATION ASSOCIATION

By: G. Sández Date: 8-11-17

Guillermina Sández
SYEA Bargaining Chair

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SAN DIEGO COUNTY OFFICE OF EDUCATION
6401 Linda Vista Road, San Diego, CA 92111 • 858-292-3500 • www.sdcoe.net
San Diego County Superintendent of Schools Dr. Paul Gothold

August 21, 2017

Dr. Julio Fonseca
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173-1685

Dear Dr. Fonseca:

We have received the Disclosure of Collective Bargaining Agreement for the San Ysidro Education Association and Management and Confidential bargaining units in accordance with AB1200 (Statutes of 1991, Chapter 1213) and Government Code 3547.5. The proposed agreement is effective July 1, 2017 through June 30, 2018 and will be acted upon by the Governing Board at its meeting on September 14, 2017.

Details of the proposed agreement that affect compensation:

- One-time, off-schedule payment equal to two percent (2%) of the unit members 2017-18 base salary as reflected on their placement on the salary schedule

The report regarding the impact of the fiscal changes due to this agreement is acceptable.

Section 3547.5 of the Government Code requires the district superintendent and the chief business official to certify in writing that the cost of a collective bargaining agreement can be met during the term of the agreement. Furthermore, E.C. 42142 requires school districts to adopt necessary budget revisions within 45 days of approval of a collective bargaining agreement.

We encourage the district to carefully monitor budgeted funds, property tax revenues and ADA projections during the 2017-18 fiscal year. Please notify our office immediately if the district anticipates any type of financial shortfall.

Should you have any questions concerning this review, please feel free to call me at (858) 292-3537.

Sincerely,

Brent Watson
Executive Director
District Financial Services

BW:RM

cc: Arturo Sanchez Macias, Deputy Superintendent, San Ysidro School District
Tammy Britt, Retirement Systems Specialist, SDCOE

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias, Interim Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3103 DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

BACKGROUND INFORMATION:
Pursuant to sections of the Education Code 425632 and 85232, it is necessary that the Governing Board to approve a resolution prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district.

This resolution allows the Governing Board to designate and authorize the Interim Superintendent and Controller to sign any and all orders in the name of the District, drawn on the funds of the District.

RECOMMENDATION:
Approve/Ratify Resolution No. 17/18-3103 removing Dr. Julio Fonseca and adding Ms. Laura Caballero, Controller to be an authorized agent to sign school orders (commercial warrants) effective September 2, 2017.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # from PeopleSoft:

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:

J. Arturo Sanchez Macias,
Interim Superintendent

RESOLUTION 17/18-3103

DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

San Ysidro School District, San Diego County ON MOTION OF

member _____, seconded by member _____

effective September 2, 2017

IT IS RESOLVED AND ORDERED that, pursuant to the provisions of Education Code Section, 425632 or 85232. **J. Arturo Sanchez Macias and Laura Caballero** be and are hereby authorized to sign any and all orders in the name of said District, drawn on the funds of said District.

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

PASSED AND ADOPTED by said Governing Board on September 14, 2017 by the following vote: (Date)

AYES: _____
NOES: _____
ABSENT: _____

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

J. Arturo Sanchez Macias, Interim Superintendent _____

Laura Caballero, Controller _____ _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3104 AUTHORIZING AGENT TO SIGN PAYMENT ORDERS

BACKGROUND INFORMATION:
Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the District. This resolution allows the Governing Board to designate and authorize District representatives/agents to sign payment orders in order to conduct District business.

RECOMMENDATION:
Approve/Ratify Resolution No. 17/18-3104 removing Dr. Julio Fonseca and adding Ms. Laura Caballero, Controller to be an authorized agent to sign payment orders effective September 2, 2017.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # from PeopleSoft:

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:

J. Arturo Sanchez Macias
Interim Superintendent

RESOLUTION 17/18-3104

DESIGNATING AUTHORIZED AGENT TO SIGN PAYMENT ORDERS

San Ysidro School District, San Diego County ON MOTION OF member _____, seconded by member _____effective September 2, 2017,

IT IS RESOLVED AND ORDERED that, in accordance with the provisions of Section 3100 et seq., Chapter 8, Division 4, Title 1 of the Governing Code, the following person(s) be and is hereby designated to ascertain and certify that each employee of said district has taken the oath of allegiance.

J. Arturo Sanchez Macias, Interim Superintendent

Laura Caballero, Controller

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

PASSED AND ADOPTED by said Governing Board on September 14, 2017 by the following vote:
(Date)

AYES:_____ NOES:_____ ABSENT:_____

STATE OF CALIFORNIA)
SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

Manual signatures (s) of authorized person(s)

J. Arturo Sanchez Macias, Deputy Superintendent _____

Laura Caballero, Controller _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias, Interim Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3105 AUTHORIZING REPLACEMENT OF WARRANTS

BACKGROUND INFORMATION:
On occasions, payroll and commercial warrants issued by the District become lost, stolen, mutilated, or expire after 6 months. Payee's can petition to have the warrant reissued which generally requires Board action. This resolution allows the Governing Board to assign District representatives to authorize replacement of these warrants following the County Office of Education's protocols and procedures.

RECOMMENDATION:
Approve/Ratify Resolution No. 17/18-3105 removing Dr. Julio Fonseca and adding Ms. Laura Caballero, Controller to be an authorized agent to reissue new payroll and commercial warrants effective September 2, 2017.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # from PeopleSoft:

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:

J. Arturo Sanchez Macias,
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 17/18-3105

AUTHORIZING THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted effective September 2, 2017:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHERAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

J. Arturo Sanchez Macias, Interim Superintendent _____

Laura Caballero, Controller _____

PASSED AND ADOPTED by said Governing Board on September 14, 2017:

AYES:_____ NOES: _____ ABSENT: _____

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

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3106 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2017-18

BACKGROUND INFORMATION:
Pursuant to Education Code 42632, the Governing Board is required to designate authorized persons to sign all Commercial Warrants in the name of the San Ysidro School District. In addition, banks and the San Diego County Office of Education require a Resolution designating the authorized signers on bank accounts and school orders.

The District is designating the Interim Superintendent and the Controller as the authorized signers for all the commercial warrants, bank account checks and school orders for fiscal year 2017-18 effective September 2, 2017. The District would like to include the Principals of the San Ysidro Middle School and the Vista Del Mar as designated authorized signers for their respective Associated Student Body (ASB) accounts.

RECOMMENDATION:
Approve/Ratify Resolution No. 17/18-3106 removing Dr. Julio Fonseca and adding Ms. Laura Caballero, Controller to be an authorized agent to sign bank account checks and school orders effective September 2, 2017.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # from PeopleSoft:

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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 17/18-3106

AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2017-2018

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective **September 2, 2017.**

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
   a. **Cash Clearing Account:** established with an initial balance of $1,000 to deposit funds awaiting transfer to County Treasury.
      i. Jose Arturo Sanchez Macias, Interim Superintendent
      ii. Laura Caballero, Controller

   b. **District Revolving Cash Fund Account:** established with an initial balance of $5,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
      i. Jose Arturo Sanchez Macias, Interim Superintendent
      ii. Laura Caballero, Controller

   c. **Beyer School Revolving Cash Fund Account:** established with an initial balance of $400 for Beyer School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Jose Arturo Sanchez Macias, Interim Superintendent
      ii. Laura Caballero, Controller

   d. **La Mirada School Revolving Cash Fund Account:** established with an initial balance of $400 for La Mirada School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Jose Arturo Sanchez Macias, Interim Superintendent
      ii. Laura Caballero, Controller

   e. **Smythe School Revolving Cash Fund Account:** established with an initial balance of $400 for Smythe School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Jose Arturo Sanchez Macias, Interim Superintendent
      ii. Laura Caballero, Controller

   f. **Sunset School Revolving Cash Fund Account:** established with an initial balance of $400 for Sunset School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Jose Arturo Sanchez Macias, Interim Superintendent
      ii. Laura Caballero, Controller

g. **Vista Del Mar School Revolving Cash Fund Account:** established with an initial balance of $400 for Vista Del Mar School to reimburse staff members for purchase of low cost instructional and office supplies.
   i. Jose Arturo Sanchez Macias, Interim Superintendent
   ii. Laura Caballero, Controller

h. **Willow School Revolving Cash Fund Account:** establish with an initial balance of $600 for Willow School to reimburse staff members for purchase of low cost instructional and office supplies,
   i. Jose Arturo Sanchez Macias, Interim Superintendent
   ii. Laura Caballero, Controller

i. **San Ysidro Middle School Revolving Cash Fund Account:** established with an initial balance of $600 for San Ysidro Middle School to reimburse staff members for purchase of low cost instructional and office supplies.
   i. Jose Arturo Sanchez Macias, Interim Superintendent
   ii. Laura Caballero, Controller

j. **Ocean View Hills School Revolving Cash Fund Account:** established with an initial balance of $600 for Ocean View Hills School to reimburse staff members for purchase of low cost instructional and office supplies.
   i. Jose Arturo Sanchez Macias, Interim Superintendent
   ii. Laura Caballero, Controller

k. **Associated Student Body (ASB) Account:** established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
   i. Jose Arturo Sanchez Macias, Interim Superintendent
   ii. Laura Caballero, Controller
   iii. Roberto Carrillo, Principal, San Ysidro Middle School
   iv. Maria Concepción Rodriguez, Principal, Vista Del Mar School

l. **Camp Account:**
established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
   i. Jose Arturo Sanchez Macias, Interim Superintendent
   ii. Laura Caballero, Controller

2. Authorized signers on School Revolving Cash Fund Bank Accounts designated as "Principal" may be changed upon approval of the Superintendent or designee without further Board resolution.

3. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders ("Commercial Warrants") in the name of the San Ysidro School District, drawn on the funds of said district.

Name	Position	Manual Signature
Jose Arturo Sanchez Macias	Interim Superintendent	
Laura Caballero	Controller	

PASSED AND ADOPTED by the Governing Board on this 14th day of September, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand this 14th day of September 2017.

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez-Macias
Interim Superintendent

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

AGENDA ITEM: NOMINATIONS – CSBA DIRECTORS-AT-LARGE AFRICAN AMERICAN AND AMERICAN INDIAN

BACKGROUND INFORMATION:
The San Ysidro School District is a member of the California School Boards Association (CSBA). Annually, CSBA in accordance with its Bylaws, begins the process of nominations for Directors-at-Large. All nominees must serve on a CSBA member board and each nomination board must certify that the nominee has consented to run. The election of these two-year seats will take place at CSBA's Delegate Assembly meeting on November 29 and November 30, 2017.

The CSBA Board of Directors adopts the vision, mission and goals of the association. They provide advocacy on behalf of children, public education, local boards and the association. The Directors-at-Large African American and American Indian serve as members of the Board of Directors. Directors are expected to approximately attend five CSBA Board of Director meetings and two Delegate Assembly meetings per year, as well as other CSBA functions and events.

The current Directors-at-Large are as follows:

- African American – Bettye Lusk (Monterey Peninsula USD)
- American Indian – Shelly Yardbrough (Val Verde USD)

RECOMMENDATION:
Accept nominations for the CSBA Directors-at-Large African American and American Indian.

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

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

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

Superintendent's Office Certification:

J. Arturo Sanchez-Macias
Interim Superintendent

csba
California School Boards Association

July 31, 2017

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education
FROM: Susan M. Henry, President
SUBJECT: Call for Nominations for Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until **Friday, September 29**. The nomination form and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting held at the Marriott Marquis San Diego Marina on Wednesday, November 29 and Thursday, November 30. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 2.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)**

A valid nomination includes the following:

- **Nomination form**: A completed, signed and dated nomination form is due to CSBA no later than ***Friday, September 29*** (U.S. Postal Service postmark or email nominations@csba.org). *Nominating boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Susan Henry is due to CSBA no later than ***Friday, October 6*** (U.S. Postal Service postmark or email nominations@csba.org). The letter may be from of the following entities:
  1) A CSBA member district or county office of education (COE) board - *if signed by the Superintendent, it must state in the letter "on behalf of the board."*
  2) An individual board member from a CSBA member district or COE
  3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than ***Friday, October 6*** (U.S. Postal Service postmark or email nominations@csba.org). An optional, one-page résumé may also be submitted and is due by Friday, October 6.

The completed candidate form and two letters of recommendation will be published in the Delegate Assembly meeting agenda packet exactly as submitted.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. Thank you.

2017 Directors-at-Large, African American, American Indian, and County Nomination Form

(Please submit a separate nomination form for each Director position and each nominee.)

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(*Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)** The U.S. Postal Service postmark or email deadline for the nomination form is Friday, September 29, 2017.

Two letters of recommendation are required to be submitted by Friday, October 6, 2017.

The governing board of the _____ School District or County Office Board of Education voted to nominate _____
(Nominee name)

as a candidate for the following Director-at-Large position: *(please indicate below)*

- ☐ Director-at-Large, African American
- ☐ Director-at-Large, American Indian
- ☐ Director-at-Large, *County

The nominee is a member of the _____ School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and has given permission to be nominated.

_____
Signature of the Board Clerk or Board Secretary *Date*

By US Postal Service, please submit your **nomination form to:**
Susan Henry, President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691

Or you may Email: nominations@csba.org

csba
California School Boards Association

Board of Directors
Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- Provides advocacy on behalf of children, public education, local boards and the association.
- Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- Provides two-way communication with Delegate Assembly members and local board members.
- Supports and participates in the association's activities and events.

Corporate responsibilities

- Adopts the association's budget.
- Adopts the association's Standing Rules.
- Receives reports on corporate operations.
- Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS LEGISLATION

BACKGROUND INFORMATION:
Assembly Bill 831, Chapter 118, Statutes of 2005, took effect July 25, 2005. AB831 modified the annual public hearing requirement in Education Code Section 60119 and modified the expenditure requirements related to Williams Settlement instructional materials funds.

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). After the public hearing, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts.

RECOMMENDATION:
Open/Close the annual public hearing regarding Sufficiency of Instructional Materials and Williams Settlement Instructional Materials funds for the 2017-2018 fiscal year.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

Secretary to the Board

San Ysidro School District EST - 1887

Educational Services Department

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

Quality education and opportunity for all students to succeed

J. Arturo Sanchez Macias
Interim Superintendent

Manuela Colom
Executive Director

September 1st, 2017

Please Post

NOTICE OF PUBLIC HEARING

In compliance with Education Code, Section 60119, the Governing Board of Education of the San Ysidro School District invites you to attend a public hearing to determine by resolution whether each pupil in the District has sufficient instructional materials in each subject that are consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education and in compliance with the Instructional Materials Funding Realignment Program (IMFRP) (Education code sections 60420-60424).
Said hearing will take place on:

DATE: September 14, 2017

TIME: 6:00 pm

PLACE: San Ysidro Middle School/MCC
4345 Otay Mesa Road
San Ysidro, California 92173

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames." Board Policy 0410

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

J. Arturo Sanchez Macias
Interim Superintendent

Manuela Colom
Executive Director

September 1st, 2017

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

En cumplimiento del Código de Educación sección 60119, la Mesa Directiva de Educación del Distrito Escolar de San Ysidro les invita a una audiencia pública que determinará por medio de una resolución si todos los alumnos del distrito tienen suficientes materiales de instrucción en cada materia que sea consistente con el contenido y ciclos de la estructura curricular adoptados por la Mesa Directiva de Educación del Estado de California, en cumplimiento del Programa de Alineación y Rectificación de Materiales de Instrucción (IMFRP) (Código de educación, secciones 60424 60420).
Dicha sesión tendrá lugar en:

FECHA: 14 de septiembre del 2017

HORA: 6:00 pm

LUGAR: Escuela Intermedia San Ysidro/MCC
4345 Otay Mesa Road
San Ysidro, California 92173

San Ysidro School District "programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. District programs and activities shall also be free of any

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2017-2018

BACKGROUND INFORMATION:
Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24).

During the regular Governing Board meeting, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in Mathematics, Science, History-Social Science and Reading/Language Arts. Upon the determination of sufficiency, the Resolution of Determining Sufficiency of Instructional Materials must be adopted by the Governing Board and signed by the Clerk of the Governing Board.

RECOMMENDATION:
Adopt Resolution No. 17/18–0002 determining Sufficiency of Instructional Materials for fiscal year 2017-2018.

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

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 17/18-0002

Resolution Determining Sufficiency of Instructional Materials for 2017-2018

On motion of Member, _____
Seconded by Member, _____
The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 14, 2017, at six p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the District that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-Social Science
- English/Language Arts, including English Language Development

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language, and;

THEREFORE IT IS RESOLVED, that for the 2017-18 school year, the San Ysidro School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Governing Board on September 14, 2017 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Marcos A. Diaz, Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 17/18-0002 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said September 14, 2017.

_____
Marcos A. Diaz
Clerk to the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: RESOLUTION TO SUPPORT RED RIBBON WEEK, OCTOBER 23 – 31, 2017: "YOUR FUTURE IS KEY, SO STAY DRUG FREE"

BACKGROUND INFORMATION:

History: The Red Ribbon Celebration began when drug traffickers in Mexico murdered DEA Agent Enrique Camarena in 1985. Red Ribbons are worn during Red Ribbon Week each year to demonstrate commitment to a healthy, drug-free lifestyle.

Purpose: The purpose of the Red Ribbon Celebration is to present a unified and visible commitment toward the creation of a Drug-Free America, and develop an attitude of "zero" tolerance to the use of illegal substances.

The Red Ribbon Celebration is designed to:

- Create awareness about the problems related to the use of tobacco, alcohol, and other drugs;
- Build and support community prevention coalitions; and
- Organize and support healthy, drug-free youth activities and programs.

Red Ribbon Week in California will be the week of October 23-31, 2017. The theme for this year is "Your Future Is Key, So Stay Drug Free". All schools will be provided with holographic bracelets for their staff and students to wear during "Red Ribbon Week" signifying their commitment to a drug-free school and community.

RECOMMENDATION:

Approve Resolution No. 17/18-0003 to support the activities during the Red Ribbon week on October 23-31, 2017, with expenditures not to exceed $1,500.00 for bracelets 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	
$1,500.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
Governing Board

RED RIBBON WEEK
Resolution No. 17/18-0003

WHEREAS, alcohol and other drug abuse continues to result in serious health, social and economic consequences in the United States; and,

WHEREAS, it is imperative that communities continue to create coalitions to launch unified and visible community-based alcohol, tobacco, and other drug abuse prevention and education strategies; and,

WHEREAS, the collaborative efforts of communities, governments, businesses, law enforcement, schools, religious institutions, and service organizations form the basis of community empowerment and mobilization; and,

WHEREAS, it is these effective partnerships which enable all community members to declare themselves as "Your Future Is Key, So Stay Drug Free"; and,

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31, 2017; and

WHEREAS, businesses, governments, law enforcement, schools, religious institutions, service organizations, youth, medical personnel, senior citizens, military, sports teams, and individuals will demonstrate their commitment to alcohol, tobacco and other drug problem-free communities by wearing and displaying red ribbons during this week-long campaign; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District does hereby support October 23-31, 2017, as RED RIBBON WEEK, and encourages all citizens and the schools of the District to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

PASSED AND ADOPTED this 14th day of September, 2017 at a regular meeting of the Governing Board of the San Ysidro School District.

Rosaleah Pallasigue, President	Irene Lopez, Vice-President
Marcos A. Diaz, Clerk	Rodolfo Linares, Member
Antonio Martinez, Member	J. Arturo Sanchez Macias, Interim Superintendent

CURRICULUM

&

INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: PARTICIPATION IN THE 7TH GRADE COMPACT FOR SUCCESS CAMPUS VISIT TO SAN DIEGO STATE UNIVERSITY

BACKGROUND INFORMATION:
The Compact for Success Program is now in the 18th year of operation. Through the Compact For Success Program, students who complete the A-G college entrance requirements with a "B" average or better, are offered enrollment to San Diego State University. Through a collaborative arrangement with the San Diego State University, 7th grade students from Ocean View Hills, Willow and San Ysidro Middle Schools will attend and participate in the Compact for Success Campus Visit at San Diego State University on Saturday, October 21, 2017.

Seventh grade students will be allowed to bring 1 parent or guardian – 18 years of age or older. This is a very engaging and instructive event for our youngsters and their family members. Students and parents will participate in a general session with guest speakers, attend seminar groups and tour the campus. Students will be asked to make their "I Pledge To Go to College".

Cost implications include: transportation and compensation for teachers and/or chaperones.

RECOMMENDATION:
Approve the participation of Seventh grade students from Vista Del Mar and San Ysidro Middle Schools to the Compact for Success Campus visit to the San Diego State University on Saturday, October 21, 2017 at an estimated cost of $3,500.00 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 #

$3,500.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: APPROVAL OF SINGLE PLANS FOR STUDENT ACHIEVEMENT (SPSA)

BACKGROUND INFORMATION:
The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and math.

Each school's SPSA has been reviewed and approved by their School Site Councils as required.
- SPSA reports under separate cover -

RECOMMENDATION:
Approve the 2017-2018 Single Plans for Student Achievement for La Mirada, Smythe, Sunset, Willow, Ocean View Hills, Vista Del Mar and San Ysidro Middle Schools.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY

BACKGROUND INFORMATION:
The Renaissance Place hosted platform frees up technology resources, delivers automatic updates to powerful new product features, and gives districts and schools instant access to real-time data to improve student outcomes. This new generation of web-based technology supports Accelerated Reader 360, Accelerated Math and STAR 360 providing a broader, deeper and better information for teachers, students, parents, and administrators.

Some of the benefits of the Renaissance Learning Program are: • *STAR 360* tracks how students are responding to intervention and instruction using a research-based growth model to help set attainable goals. • *Accelerated Math* provides deep math practice at the unique levels students need in order for them to grow—from foundational skills to grade-level standards. • *Accelerated Reader 360* engages students in independent and close reading practice; students work toward personalized reading goals and growth.

RECOMMENDATION:
Approve the purchase of the Renaissance Learning Program for all sites at an estimated cost of $136,544.60 from the supplemental and concentration fund.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$136,544.60 (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:

J. Arturo Sanchez Macias
Interim Superintendent

RENAISSANCE®

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1797869

San Ysidro Elem School Dist - 270713
4350 Otay Mesa Rd
San Ysidro, CA 92173-1617
Contact: Manuela Colom - (619) 428-4476
Email: mcolom@sysd.k12.ca.us

Reference ID: 236587
Created: 08/29/2017

Quote Summary	School Count : 7
Product & Services Total	$147,623.00
Applied Discounts	$(11,078.40)
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $136,544.60**

To receive applicable discounts, all orders included on this quote must be received at the same time.

To place an order, please submit your organization's required purchase order with reference to quote number 1797869. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your credit card order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Lisa Kovach at (800)460-6154, Thank You.

RENAISSANCE®
PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 1797869

One Time School Set-up/Upgrade Fees				
Products & Services		**Quantity**	**Unit Price**	**Total**
Accelerated Math Live Real Time One-Time Fee		1	$1,599.00	$1,599.00
			One Time School Set-up/Upgrade Fees Subtotal	**$1,599.00**
			Applied Discounts	**$0.00**
			One Time School Set-up/Upgrade Fees Total	**USD $1,599.00**

Annual Subscription Fees				
Products & Services		**Quantity**	**Unit Price**	**Total**
Accelerated Math Live with 2.0 Student Subscription	09/01/2017 - 08/31/2018	685	$6.60	$4,521.00
Accelerated Math Live with 2.0 Student Subscription Renewal	09/01/2017 - 08/31/2018	3430	$6.60	$22,638.00
Accelerated Math Live with 2.0 Student Subscription	09/01/2017 - 08/31/2018	685	$6.60	$4,521.00
Accelerated Reader 360 Subscription Renewal	09/01/2017 - 08/31/2018	4800	$9.35	$44,880.00
Star 360 Subscription Renewal	09/01/2017 - 08/31/2018	4800	$12.90	$61,920.00
			Annual Subscription Fees Subtotal	**$138,480.00**
			Applied Discounts	**$(11,078.40)**
			Annual Subscription Fees Total	**USD $127,401.60**

Annual Hosting Services				
Products & Services		**Quantity**	**Unit Price**	**Total**
Annual All Product Renaissance Place Hosting Fee Renewal	09/01/2017 - 08/31/2018	7	$635.00	$4,445.00
			Annual Hosting Services Subtotal	**$4,445.00**
			Applied Discounts	**$0.00**
			Annual Hosting Services Total	**USD $4,445.00**

Annual Renaissance Data Integrator (RDI)				
Products & Services		**Quantity**	**Unit Price**	**Total**
Data Integration Maintenance Fee Level 3 (4001-8000 Students)	09/01/2017 - 08/31/2018	1	$2,800.00	$2,800.00
			Annual Renaissance Data Integrator (RDI) Subtotal	**$2,800.00**
			Applied Discounts	**$0.00**
			Annual Renaissance Data Integrator (RDI) Total	**USD $2,800.00**

Reactivation Fees				
Products & Services		**Quantity**	**Unit Price**	**Total**

RENAISSANCE®

Quote #: 1797869

PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Accelerated Math Live with 2.0 Reactivation Fee	1	$299.00	$299.00
Reactivation Fees Subtotal			**$299.00**
Applied Discounts			**$0.00**
Reactivation Fees Total			**USD $299.00**

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: ANNUAL REPORT OF HEALTH OFFICE VISITS AND HEARING, VISION AND DENTAL SCREENINGS FOR SCHOOL YEAR 2016-2017

BACKGROUND INFORMATION:
Early identification of students with defective hearing, vision, enables us to refer students for further assessment, treatment and/or services and gives us information on how to best meet the learning needs of all students. If needed, this may be accomplished through an appropriate accommodation plan under section 504 of the Rehabilitation Act of 1973 or through referral and evaluation for special education services under the Individuals with Disabilities Education Improvement Act (IDEIA) revised 2004.

Health Office Visits for all schools except for CDC are analyzed in the Annual Report of Health Office Visits and Health Incident Comparison Reports. A total of 32,248 health office visits were logged for the 2016-17 school year. The following screenings were completed by staff as reflected on the attached logs:

- The Annual Report of Hearing Testing as required by the State of California's Health and Welfare Agency (per section 2951, CCR, Title 17) at the end of each school year.
- Vision screenings were conducted in accordance with the mandate of the State of California (CA).
- Dental screenings for Kindergarteners and for first graders who were not previously enrolled in CA public schools are mandated by CA Ed. Code Section 49452.8 as of January 1, 2007.

RECOMMENDATION:
Information only.

☐ **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:

J. Arturo Sanchez Macias
Interim Superintendent

Average Daily Health Office Visit Workload All Schools for School Year 2016/2017

IncidentCount	SchoolName	Avg. Vistis/Day*	Total Avg. Hours/Day All Visits **		
2854	La Mirada Elementary	15.86	2.64 hrs.		
5557	Ocean View Hills Elementary	30.87	5.15 hrs.		
4470	San Ysidro Middle School	24.83	4.14 hrs.		
4441	Smythe Elementary	24.67	4.11 hrs.		
3950	Sunset Elementary	21.94	3.66 hrs.		
4405	Vista Del Mar	24.47	4.08 hrs.		
6571	Willow Elementary	36.51	6.09 hrs.		
32248	DISTRICT TOTAL	179.15	25.76 hrs.		

*Average daily health office visits are based on total annual visits divided by 180 school school days.

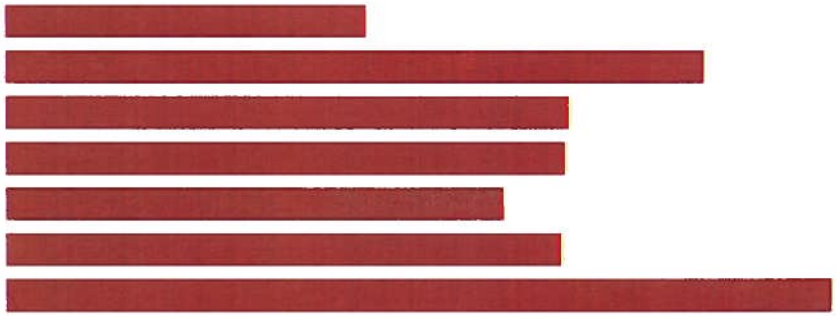
** Average time spent on all daily visits is based on 10 minutes/visit divided by sixty minutes.

;ljkl;k

La Mirada Elementary
Health Incident Comparison Report
07/28/2016 - 06/02/2017

Year: 2016-2017
Report: HLT607

School	Total Count
Child Development Center	2
La Mirada Elementary	2854
Ocean View Hills Elementary	5557
San Ysidro Middle School	4470
Smythe Elementary	4441
Sunset Elementary	3950
Vista Del Mar	4405
Willow Elementary	**6571**



State of California-Health and Human Services Agency

Department of Health Care Services
Children's Medical Services Branch

ANNUAL REPORT OF HEARING TESTING

2016/2017
Reporting School Year

REPORT DUE JUNE 30
CURRENT SCHOOL YEAR

CDS Code Number (County / District)	School District	Superintendent
37 / 68379	SAN YSIDRO SCHOOL DISTRICT	JULIO FONSECA, Ed.D.

Address (number and street)	City	ZIP Code	County
4350 OTAY MESA ROAD	SAN YSIDRO	92173	SAN DIEGO

Period Covered	Supervisor of Health	Office Telephone Number
From: 07/28/16 To: 06/02/17	Name: Anita Gillchrest, RN Title: District School Nurse	(619) 428-4476 x 3097

GRADES IN DISTRICT Check Box for Highest Grade in District (1)	Enter Number of Pupils Enrolled in EACH GRADE as of the October (CBEDS) Report (2)	INITIAL SCREENING: Number of Pupils Screened Per Sec. 2951(c), CCR, Title 17 (3)	RESULTS: Number of Pupils Failed Both Threshold Tests Per Sec. 2951(d), CCR, Title 17 (4)	DISPOSITION AND FOLLOW-UP: Number of Pupils Referred for Medical and/or Audiological Evaluation [From Col. (4)] (5)	DISPOSITION AND FOLLOW-UP: Number of Pupils Examined by Doctor and/or Audiologist or Under Treatment (6)
☐ K	529	605	0	0	0
☐ * or 1	483	110	4	4	0
☐ * 2	470	493	2	2	0
☐ 3	509	95	0	0	0
☐ 4	519	117	0	0	0
☐ * 5	556	594	3	3	0
☐ 6	552	123	0	0	0
☐ 7	467	98	0	0	0
☑ * 8	525	550	2	2	0
☐ 9					
☐ 10 * or 11					
☐ 12					

* All pupils in these grades shall be tested annually (Section 2951(c), CCR, Title 17).

SPECIAL EDUCATION: (See instructions on reverse side of this form.)

Almost all SPED students were screened and are included above with an additional 204 ungraded students not counted in the CBEDS count only. There were a total of 80 SPED and evals for SPED pre-K students screened with 4 failures of two screens referred. A total of 2,865 students were screened with a total of 15 referrals for failure of two screens. Students who had 504 plans and who were referred and/or evaluated for special education services were also screened and included in the above counts.

DISTRIBUTION OF COPIES

☑ California Department of Health Care Services
Children's Medical Services Branch
Hearing Conservation Specialist
MS 8103
P.O. Box 997413
Sacramento, CA 95899-7413

☑ County Superintendent of Schools

TESTING CONDUCTED

Testing was conducted by the following personnel employed by the District:

☑ District School Nurse–Audiometrist, per Section 49420, CEC and Section 2950, CCR, Title 17.
☐ District School Audiometrist, per Section 44879, CED.
☐ District Speech/Hearing Specialist, per Section 49454, CED.

Testing was conducted by qualified personnel employed by:

☐ _____ County Office of Education
☐ _____ County Health Department
☐ _____
A private agency authorized by the County Superintendent, per Section 49424, CEC.

12A.4
Page 4 of 7

SEE OTHER SIDE FOR INSTRUCTIONS.

INSTRUCTIONS FOR COMPLETING FORM PM 100
ANNUAL REPORT OF HEARING TESTING

A. Complete identifying information. Insert reporting school year. Your District's "CDS CODE NUMBER" can be obtained from the California Public School Directory; it designates your COUNTY and DISTRICT, i.e., 19-64212 is the Code Number for the ABC Unified Schools in Los Angeles County. The PERIOD COVERED will include the date the hearing testing was started and the date when *testing and follow-up* were completed.

B. COLUMN (1). **GRADES IN DISTRICT:** Please *check* box for the highest grade in your District.

COLUMN (2). **Number of Pupils ENROLLED in Each Grade:** Enter the number of pupils enrolled in *ALL GRADES* as of the October (R-30) report made to the California Department of Education.

COLUMN (3). **INITIAL SCREENING: Number of Pupils SCREENED:** Enter the number of pupils in each grade that were *screened* per Section 2951(c), California Code of Regulations (CCR), Title 17. (Figures for tests conducted in all grades SHALL be included.)

COLUMN (4). **Number of Pupils who FAILED BOTH THRESHOLD TESTS:** Enter number of pupils who failed BOTH THRESHOLD TESTS per Section 2951(d), CCR, Title 17.

COLUMN (5). **Number of Pupils REFERRED for Medical and/or Audiological Evaluation:** From column number (4), enter the number of pupils who were referred per Section 2951(d), CCR, Title 17.

COLUMN (6). **Number of Pupils EXAMINED by Doctor and/or Audiologist or Under Treatment:** From column number (5), enter the number of pupils who reached the doctor and/or audiologist, were examined, or who are known to be receiving treatment.

C. **SPECIAL EDUCATION:** Briefly describe the audiometric, audiological, and medical services used when evaluating and placing pupils in need of special education. (You may attach additional information if necessary.)

D. Check the appropriate boxes describing testing personnel. *If any of the testing services were provided by contract with an authorized agency,* per CEC, Section 49452, *enter the name of the agency, organization, or company.* A county office of education and the county health department are considered to be "authorized agencies."

E. Check the distribution and send copies of the report as indicated.

THIS REPORT IS DUE ON OR BEFORE JUNE 30 OF THE CURRENT SCHOOL YEAR

SAN YSIDRO SCHOOL DISTRICT
ANNUAL SUMMARY REPORT OF VISION SCREENING
FOR SCHOOL YEAR 2016/17

GRADE LEVEL	ENROLLMENT IN EACH GRADE BY OCT CBEDS COUNT	TOTAL NUMBER OF PUPILS SCREENED	NUMBER OF PUPILS FAILING SCREENING	NUMBER OF PUPILS REFERRED FOR EXAM	COLOR VISION (BOYS)	
					NUMBER TESTED	NUMBER FAILED
*00/TK	529	549	72	72		
01	483	294	29	29	254	13
02	470	499	120	120		
*03	509	89	30	30		
04	519	124	46	46		
*05	556	581	139	139		
06	552	118	39	39		
07	467	83	28	28		
*08	528	535	112	112		
TOTAL	4610	2872	615	615		

*All students in these grades are tested annually.
All Special Education and RSP students are tested annually.

Special Schools (incl. CDS):
Students Screened = 0 Students Referred = 0

Pre-K
Students Screened by School Nurse = 71 Students Referred = 17

Person Providing Screening: Anita Gillchrest, RN, District School Nurse.

Person Preparing Report: Anita Gillchrest, RN, District School Nurse.

Signature: Anita Gillchrest, RN Date: 08/21/17

SHS11B (06/15)

San Ysidro Elementary School District
Oral Health Assessment and Waiver Report

Year: 2016-2017
Report: HLT618

School Name	New First Grade Students*	Kindergarten Students	Total Students (1)	Assessments Completed (2)	Financial Burden (3)	Lack Of Access (4)	Parental Consent (5)	Untreated Decay (6)	Form Not Returned (7)	No Dental Record
Smythe Elementary	0	178	178	27	0	0	0	15	151	151
Sunset Elementary	0	110	110	34	1	0	0	9	74	74
Vista Del Mar	0	126	126	45	3	0	3	16	74	74
Willow Elementary	0	109	109	57	0	0	0	22	51	51
Column Totals	**0**	**523**	**523**	**163**	**4**	**0**	**3**	**62**	**350**	**350**

(1) The total number of pupils in the district, by school, who are subject to the oral health assessment requirement.
(2) The total number of pupils who presented proof of assessment.
(3) The total number of pupils who could not complete an assessment due to financial burden.
(4) The total number of pupils who could not complete an assessment due to lack of access to a licensed dentist or other licensed or registered dental health professional.
(5) The total number of pupils who could not complete an assessment because their parents or legal guardians did not consent to their child receiving the assessment.
(6) The total number of pupils who are assessed and found to have untreated decay.
(7) The total number of pupils who did not return either the assessment form or the waiver request to the school.
* New First Grade Students - First grade students who did not attend public school kindergarten

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: FIELD TRIPS TO OPERATION SCHOOL BELL

BACKGROUND INFORMATION:
Since 1979, the core philanthropic effort of the Assistance League® of Greater San Diego has been Operation School Bell, a national effort to provide quality school clothing to children in grades kindergarten through sixth, whose needs have been identified by school personnel. Eligible students are those who receive free or reduced school lunch and whose need for appropriate shoes and clothing interferes with their success in school.

Students will be transported to Operation School Bell/Assistance League of San Diego located at 108 University Avenue, San Diego, 92103; where they will receive two free uniforms, (two tops and two bottoms), a sweater, under-garments, socks, hygiene kit, and a school supply kit. The Student and Family Services Manager and parents will chaperon students.

Field trips will take place on a specific Saturday of the month as follows:

- Willow – September 23rd, 2017
- La Mirada – February 17th, 2018
- Sunset – January 20th, 2018
- Smythe – March 17th, 2018

RECOMMENDATION:
Approve the field trips to Operation School Bell for La Mirada, Willow, Smythe, and Sunset Schools on the following dates: September 23, 2017, January 20, February 17 and March 17, 2018. The estimated cost for transportation is $2,500.00 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 #

Estimated $2,500.00 (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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: CRITICAL ISSUES CONFERENCE

BACKGROUND INFORMATION:
The Critical Issues Conference is held annually and is hosted by legal experts. This year's conference includes a comprehensive mix of general sessions and intensive workshops. It covers the most comprehensive overview of special education court cases, identifying and avoiding common legal mistakes that schools make: exploring effective alternatives to due process.

The cost implications for this conference include: Registration fees of $170.00 (will be reimbursed by SELPA) and lodging estimated at $844.00 for two participants.

RECOMMENDATION:
Approve the participation of Janette Ridgels, Special Education Interim Director and Oscar Madera, Program Specialist, to the annual Critical Issues Conference in Palm Springs on October 26-27, 2017 at an estimated cost of $1,014.00 from the Special Education and SELPA funds.

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

Financial Implications? ☒ Yes ☐ No

ESTIMATED $1,014.00 (Amount)

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

Special Education & SELPA Funds (Name of funding source and/or location)

Requisition # from PeopleSoft:

(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AFFORDABLE CARE ACT (ACA) REPORTING WORKSHOP

BACKGROUND INFORMATION:
The San Diego County Office of Education provides trainings/workshops to keep districts up to date on changes to programs and reporting procedures in order for districts to be in compliance with State requirements. There is no cost for staff to attend these workshops. On August 25, 2017, Business Services staff attended an important workshop on the reporting requirements for the Affordable Care Act (ACA) for 1095C/1094C Reporting.

The workshop covered:

- Overview of required ACA reporting forms and terminology
- IRS resources for ACA reporting
- Queries and reports for ACA
- Common errors, penalties and district's responsibility for compliance.

RECOMMENDATION:
Approve/Ratify the attendance of Daniel Chavez, Accounting Technician to the Affordable Care Act Workshop held at the San Diego County Office of Education on August 25, 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 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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: FRISK – A LEGAL WORKSHOP FOR MANAGERS

BACKGROUND INFORMATION:
The San Diego County Office of Education is holding A Legal Workshop for Managers on FRISK (Facts. Rules, Impact, Suggestions, Knowledge) - A Legal Workshop for Managers. The content of the workshop includes an in-depth review of the key feedback elements evaluators should use in addressing performance issues and their application in promoting positive change. Each of the FRISK components will be reviewed with related examples/hypotheticals and an opportunity for discussion.

The workshop will be held at the San Diego County Office of Education on October 17, 2017. The cost implication includes registration fee of $140.00 per person which includes a new and revised FRISK manual. It is imperative that Human Resources staff attend this important workshop.

RECOMMENDATION:
Approve the attendance of Daniel Zummo and Linda Gonzales to the FRISK – A Legal Workshop for Managers to be held at the San Diego County Office of Education on October 17, 2017 at an estimated cost of $280.00 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 #

$280.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: CRISIS INTERVENTION RECOVERY: THE ROLES OF SCHOOL-BASED MENTAL HEALTH

BACKGROUND INFORMATION:
This two-day series workshop is designed to provide school-based mental health professionals with the knowledge and skills needed to meet the immediate needs of students and staff following a school-associated crisis. The PREPaRE model suggests that, as members of a school crisis team, school-based mental health professionals must be involved in the following hierarchical and sequential set of activities:

- The mental health professional strives to prevent those psychological traumas that can be avoided and prepares for those that cannot.
- Once a crisis event has occurred, school-based mental health professionals initially focus on helping to reaffirm physical health and student perceptions that they are safe.
- School-based mental health professionals evaluate the degree to which individuals have suffered psychological trauma.
- Based upon evaluation data, school-based mental health professionals provide and respond to the psychological needs of school community members.
- The effectiveness of school crisis intervention and recovery efforts is examined.

RECOMMENDATION:
Approve the participation of the following staff: Oscar Madera, Rick Quintana, Denise Villezcas, Martha Murillo, Scott Lovelace, Sylvia Armenta, Dalia Gonzalez-Garcia, Lupita Garcia, Marlo Vasquez, Consuelo Carranza, Erika Meza and Catalina Jauregui to the Crisis Intervention and Recovery; The Roles of School-Based Mental Health Workshop scheduled for November 15-16, 2017 and February 14-15, 2018 at the San Diego County Office of Education at a cost not to exceed $1,560.00 from the Educationally Related Mental Health Services (ERMHS) fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$1,560.00	Educationally Related Mental Health Services (ERMHS)	0100-3327000-5770-1190-5200001-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: ANNUAL SUMMIT ON STUDENT ENGAGEMENT AND ATTENDANCE

BACKGROUND INFORMATION:
The goal of this training is to provide support in student achievement, school climate and student engagement as well as linking youth and families with behavioral health services. The Health and Human Services Agency (HHSA) will be presenting on how to make effective referrals. In addition, other session topics will include youth engagement, suicide prevention and support LGBTQ youth.

The cost implications include the registration fee of $50.00 per participant (7) and the cost of substitutes to cover for classroom teachers.

RECOMMENDATION:
Approve the participation of the following staff from Ocean View Hills: Nadia Aviles, Elizabeth Moreno, Alejandro Vargas, Terry Williams, Christine Bernard, Vikki Viramontes-Castorena and Eliud Lagarda to the Annual Summit on Student Engagement and Attendance training on September 15, 2017 in San Diego at a cost not to exceed $860.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$860.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: BEST - BEST BEHAVIOR: BUILDING POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS TRAINING – OCEAN VIEW HILLS

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

* Implement a school-wide Positive Behavior Intervention System (PBIS) that is supported at the district level.
* Develop a process for universal behavior screening at the school site.
* Plan for ongoing technical assistance and progress monitoring of PBIS at the school site and district level.
* Reduction in school-wide suspensions and expulsions at the school site.

Cost implications include $90.00 for registration fees per participant (8) and the cost of substitute teachers to cover for classroom teachers.

RECOMMENDATION:
Approve the participation of the following staff from Ocean View Hills: Nadia Aviles, Catalina Jauregui, Manolo Paul, Maida Gonsales, Christine Bernard, Vikki Viramontes, Maria Raygoza and Eliud Lagarda to the BEST-Best Behavior: Building Positive Behavioral Interventions and Supports Training scheduled for September 21-22, 2017 at the South County Regional Education Center at a cost not to exceed $1,864.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$1,864.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: SCHOOL CLIMATE CONFERENCE

BACKGROUND INFORMATION:
At the School Climate Conference participants will learn about the critical issues schools will be facing and cost effective strategies to deal with these issues. The conference will discuss the direct link between school climate, learning, attendance, and supportive learning environments for all students. The cost implications include registration fees, mileage and parking for all participants.

Conference topics include:

- Data Gathering Strategies
- Dropout Prevention
- Bullying/Cyberbullying
- Athletics Impact on School Climate
- Building a Positive School Climate/PBIS
- Alcohol & Other Drugs
- Crisis & Mental Health Response
- Youth Development and Risk Prevention

RECOMMENDATION:
Approve the participation of Manuela Colom, Luis Ramos, Nadia Aviles, Joel Tapia, Efrain Burciaga, Manuel Bojorquez, Roberto Carrillo, Maria Rodriguez and a teacher from each site (TBD) to the School Climate Conference scheduled for November 12-13, 2017 in Temecula, CA at an estimate cost of $6,000.00 from the Title II 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 #

$6,000.00	Title II Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Vista Del Mar Middle School
Maria Rodriguez, Principal

AGENDA ITEM: BEST - BEST BEHAVIOR: BUILDING POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS TRAINING – VISTA DEL MAR

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

Outcomes for participants include:
* Implement a school-wide Positive Behavior Intervention System (PBIS) that is supported at the district level.
* Develop a process for universal behavior screening at the school site.
* Plan for ongoing technical assistance and progress monitoring of PBIS at the school site and district level.
* Reduction in school-wide suspensions and expulsions at school site.

Cost implications include $90.00 for registration fees per participant (7) and the cost of substitute teachers to cover for classroom teachers.

RECOMMENDATION:
Approve the participation of the following staff from Vista Del Mar Middle: Stephanie Hake, Marianne Islas, Sara Tennyson, Lupita Garcia, Arturo Preciado, Denise Villezcas and Maria Rodriguez to the BEST-Best Behavior: Building Positive Behavioral Interventions and Supports training scheduled for September 21-22, 2017 at the South County Regional Education Center at a cost not to exceed $1,145.06 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 #

$ 1,145.06	General Fund	0100-0000000-1110-1000-1100041-025 0100-0000000-1110-1000-5200003-025
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Vista Del Mar Middle
Maria Rodriguez, Principal

AGENDA ITEM: CODING IN THE CLASSROOM SERIES

BACKGROUND INFORMATION:
Coding in the Classroom is a three-day series designed for K-12 educators and administrators to learn and experience a variety of coding programs. Educators with little to no coding experience will be able to teach coding fundamentals to their students. Research shows that students learning coding skills promotes logical thinking, problem solving, persistence, collaboration, and communication.

The Principal of Vista Del Mar Middle School is requesting approval for a teacher to attend this event. The fees for this event will be sponsored by Integrated Technology Services and the school will only pay the cost of a substitute teacher to cover for the classroom teacher.

RECOMMENDATION:
Approve the participation of Mr. Cesar Mercado to the Coding in the Classroom Series scheduled for October 3, 7, and 11, 2017 at the San Diego County Office of Education at a cost not to exceed $508.06 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 #

$508.06	General Fund	0100-0000000-1110-1000-1100041-025
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: PURCHASING REPORT

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

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period of August 7 through September 6, 2017. (Report #2): ▪ General Fund: 0000002151-0000002159, 0000002161-0000002164, 0000002166, 0000002168-0000002172, 0000002174, 0000002177-0000002185, 0000002188, 0000002231-0000002235, 0000002237-0000002247, 0000002249-0000002251, 0000002253-0000002255, 0000002260-0000002261, 0000002263-0000002276, 0000002283-0000002285, 0000002288-0000002292, 0000002294-0000002298 ▪ Child Development Fund: 0000002160 ▪ Child Nutrition Fund: 0000002189-0000002211, 0000002213-0000002220, 0000002222-0000002230, 0000002248, 0000002257-0000002259, 0000002277-0000002282 ▪ Building Fund: 0000002167, 0000002175-0000002176, 0000002186, 0000002236, 0000002256, 0000002262 ▪ Capital Facilities Fund: 0000002252, 0000002286 ▪ Capital Projects Fund: 0000002212, 0000002221, 0000002287.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/7/2017	0000002151	0000000303	ACHIEVE3000, INC	CONTRACTED SERVICES	0100	3010000	185,630.00
8/7/2017	0000002152	004762	WHOLESALE SCHOOLWEAR, INC.	UNIFORMS	0100	3010005	10,000.00
8/8/2017	0000002153	0000000072	ALL AMERICAN EMPLOYEE AWARDS	INCENTIVES	0100	0000000	156.88
8/8/2017	0000002153	0000000072	ALL AMERICAN EMPLOYEE AWARDS	INCENTIVES	0100	0000000	214.42
8/8/2017	0000002153	0000000072	ALL AMERICAN EMPLOYEE AWARDS	INCENTIVES	0100	0000000	377.13
8/8/2017	0000002153	0000000072	ALL AMERICAN EMPLOYEE AWARDS	INCENTIVES	0100	0000000	125.00
8/8/2017	0000002154	001795	WILLY'S ELECTRONIC SUPPLY CO.	IT SUPPLIES	0100	0000000	2,000.00
8/8/2017	0000002155	002771	SMART & FINAL	REFRESHMENTS FOR DO MEETINGS	0100	0000000	3,000.00
8/8/2017	0000002156	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	LEASE AGREEMENT	0100	0000000	57,608.40
8/8/2017	0000002157	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	LEASE AGREEMENT	0100	0000000	20,000.00
8/8/2017	0000002158	001502	CALIFORNIA DEPT. OF JUSTICE	PROFESSIONAL SERVICES	0100	0000000	5,000.00
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	153.01
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	708.19
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	365.27
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	597.37
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	320.56
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	226.28
8/8/2017	0000002159	004765	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	0000000	171.32
8/9/2017	0000002161	004073	HAWTHORNE LIFT SYSTEMS	CONTRACTED SERVICES	0100	0000000	664.00
8/9/2017	0000002161	004073	HAWTHORNE LIFT SYSTEMS	CONTRACTED SERVICES	0100	0000000	300.00
8/10/2017	0000002162	002056	BLACKIE'S TROPHIES & AWARDS	OFFICE SUPPLIES	0100	0000000	1,000.00
8/11/2017	0000002163	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	1,736.93
8/11/2017	0000002163	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	921.26
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	130.38
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	133.61
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	133.61
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	226.01
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	90.40
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	60.34
8/11/2017	0000002164	001212	PRO-ED INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	133.61
8/11/2017	0000002166	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	646.50
8/14/2017	0000002168	001795	WILLY'S ELECTRONIC SUPPLY CO.	TECHNOLOGY SUPPLIES	0100	0000000	2,000.00
8/14/2017	0000002169	004542	MPC ELECTRONICS INC	TECHNOLOGY SUPPLIES	0100	0000000	5,000.00
8/14/2017	0000002170	001161	HOME DEPOT	TECHNOLOGY SUPPLIES	0100	0000000	1,500.00
8/15/2017	0000002171	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	4,331.55
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	387.90
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	43.37
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	775.80
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	125.10
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	248.74

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	25.73
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	11.77
8/15/2017	0000002172	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	6.47
8/15/2017	0000002174	01641A	XEROX CORPORATION	LEASE AGREEMENT	0100	0000000	5,000.00
8/15/2017	0000002174	01641A	XEROX CORPORATION	LEASE AGREEMENT	0100	0000000	59,835.00
8/16/2017	0000002177	001532	VERITIV OPERATING COMPANY	PUBLICATIONS SUPPLIES	0100	0000000	234.00
8/16/2017	0000002177	001532	VERITIV OPERATING COMPANY	PUBLICATIONS SUPPLIES	0100	0000000	465.40
8/16/2017	0000002178	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	48.88
8/16/2017	0000002178	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	39.33
8/16/2017	0000002178	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	212.70
8/16/2017	0000002178	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	74.67
8/16/2017	0000002178	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	1,163.70
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	59.48
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	39.31
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	12.41
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	163.78
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	29.14
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	12.41
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	139.21
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	161.37
8/16/2017	0000002179	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	182.53
8/16/2017	0000002180	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	0000000	3,441.35
8/16/2017	0000002181	004401	OTAY MESA SALES INC.	RENTAL EQUIPMENT	0100	8150000	3,000.00
8/17/2017	0000002182	003377	SOUTHWEST SCHOOL & OFFICE	OFFICE SUPPLIES	0100	0000000	417.63
8/17/2017	0000002183	0000000308	ANALYTICAL CHEMICAL LABS, INC	CONTRACTED SERVICES	0100	8150000	3,450.00
8/17/2017	0000002183	0000000308	ANALYTICAL CHEMICAL LABS, INC	CONTRACTED SERVICES	0100	8150000	6,900.00
8/17/2017	0000002184	0000000245	OFFICESUPPLY.COM	OFFICE SUPPLIES	0100	0000000	2,262.67
8/17/2017	0000002185	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	1,077.23
8/17/2017	0000002188	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	4035000	13,832.80
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	64.64
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.92
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.60
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	54.92
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	93.06
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	14.54
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	112.05
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	36.19
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.01
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	32.09
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	25.84

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.94
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	129.28
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	25.84
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	40.37
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.01
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.40
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.03
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	29.70
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	10.76
8/18/2017	0000002231	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.62
8/18/2017	0000002232	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3327000	392.19
8/18/2017	0000002232	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3327000	808.11
8/18/2017	0000002232	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3327000	172.29
8/18/2017	0000002232	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3327000	392.19
8/18/2017	0000002232	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3327000	269.35
8/18/2017	0000002232	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3327000	392.19
8/18/2017	0000002233	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	723.27
8/18/2017	0000002234	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0000000	80.81
8/18/2017	0000002234	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0000000	226.28
8/18/2017	0000002234	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	0000000	946.58
8/18/2017	0000002235	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	7,848.00
8/21/2017	0000002237	004772	EMERGENCY PREPAREDNESS		0100	0000001	48,250.00
8/21/2017	0000002238	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	0000000	360.42
8/21/2017	0000002238	001822	BARNES AND NOBLE	INSTRUCTIONAL SUPPLIES	0100	0000000	134.69
8/21/2017	0000002239	001295	THE LIBRARY STORE, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	32.71
8/21/2017	0000002239	001295	THE LIBRARY STORE, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	285.71
8/21/2017	0000002240	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1,157.24
8/21/2017	0000002241	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	5,800.00
8/21/2017	0000002241	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	3,799.00
8/21/2017	0000002241	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	3,799.00
8/21/2017	0000002241	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	519.00
8/21/2017	0000002241	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	4,300.00
8/21/2017	0000002241	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	0000001	6,080.00
8/22/2017	0000002242	0000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	0000000	275.00
8/22/2017	0000002242	0000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	0000000	3,027.78
8/22/2017	0000002243	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	3,153.26
8/22/2017	0000002244	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	(97.94)
8/22/2017	0000002244	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	380.75
8/22/2017	0000002245	004857	ONE TRIPP TREE SERVICE INC.	CONTRACTED SERVICES	0100	8150000	1,540.00
8/22/2017	0000002246	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	209.04

Agenda Item 4B 10/17/17

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/22/2017	0000002246	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	87.28
8/23/2017	0000002247	003529	WESTERN GRAPHIX	OFFICE SUPPLIES	0100	0982000	492.19
8/23/2017	0000002249	0000000107	CAROLYN KARINEN	PROFESSIONAL SERVICES	0100	6500000	108,000.00
8/23/2017	0000002250	002032	ASELTINE SCHOOL	PROFESSIONAL SERVICES	0100	6500000	119,296.00
8/23/2017	0000002251	0000000311	SHEPPARD MULLIN RICHTER &	LEGAL SERVICES	0100	0000000	58,141.57
8/23/2017	0000002253	003529	WESTERN GRAPHIX	OFFICE SUPPLIES	0100	0000000	1,000.00
8/23/2017	0000002253	003529	WESTERN GRAPHIX	OFFICE SUPPLIES	0100	0982000	1,000.00
8/23/2017	0000002254	001531	AUDIOMETRICS	CONTRACTED SERVICES	0100	0000000	140.00
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	5.39
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.92
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.61
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.07
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	14.21
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	8.17
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.30
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.61
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	45.22
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	150.83
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.01
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	135.74
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	6.78
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	34.44
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	77.49
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	47.37
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	25.19
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	5.70
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.08
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.08
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	53.77
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.31
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.23
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.91
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.92
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	5.70
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	7.85
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.00
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	6.99
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.84
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	51.70
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	2.58

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	8.38
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.07
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.92
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.92
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.92
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	10.76
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.20
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.08
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.72
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.06
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	26.93
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.51
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.91
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	6.45
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	8.38
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.29
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	66.30
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.77
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	29.06
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.26
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.27
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	31.24
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.87
8/23/2017	0000002255	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.62
8/25/2017	0000002260	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	1,139.82
8/25/2017	0000002260	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	198.18
8/25/2017	0000002260	001532	VERITIV OPERATING COMPANY	OFFICE SUPPLIES	0100	0000000	1,002.94
8/28/2017	0000002261	0000000070	SITEONE LANDSCAPE SUPPLY	GROUNDS SUPPLIES	0100	0000000	2,000.00
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	193.95
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	315.17
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	354.50
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	28.96
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	64.39
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	254.29
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	100.34
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	349.11
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	261.83
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	80.81
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	8.79
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	13.96

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	93.10
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	123.09
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	61.93
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	14.87
8/28/2017	0000002263	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	18.10
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	711.15
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	59.48
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	102.41
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	103.44
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	200.16
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	132.66
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	77.19
8/28/2017	0000002264	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	204.81
8/28/2017	0000002265	0000000026	SDSU RESEARCH FOUNDATION/PLTW	INSTRUCTIONAL SUPPLIES	0100	0000001	47,488.82
8/28/2017	0000002266	0000000026	SDSU RESEARCH FOUNDATION/PLTW	INSTRUCTIONAL SUPPLIES	0100	0000001	378.20
8/28/2017	0000002267	001642	HANDY METAL MART	GROUNDS SUPPLIES	0100	0000000	2,000.00
8/28/2017	0000002268	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	8150000	106.41
8/30/2017	0000002269	004788	JASPERTRONICS	OFFICE SUPPLIES	0100	0000000	1,616.03
8/30/2017	0000002269	004788	JASPERTRONICS	OFFICE SUPPLIES	0100	0000000	404.01
8/30/2017	0000002269	004788	JASPERTRONICS	OFFICE SUPPLIES	0100	0000000	1,616.03
8/30/2017	0000002270	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	0100	6264000	275.00
8/30/2017	0000002270	001981	SAN DIEGO COUNTY SUPERINDENT	REGISTRATION FEES	0100	6264000	3,025.00
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	276.53
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	227.57
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	237.93
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,198.48
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,280.39
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,038.93
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	102.73
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	100.49
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	268.19
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	8.18
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	5.59
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	10.07
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	12.74
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	30.12
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	57.22
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	14.74
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	11.67
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	169.08

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	70.69
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	115.24
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	98.70
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	172.62
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	157.85
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	61.58
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	383.03
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	46.77
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	596.83
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	40.82
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	12.28
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	80.58
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	370.28
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	586.21
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	49.13
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	112.68
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	370.81
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	10.69
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	854.89
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	510.74
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	31.72
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	309.30
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	17.67
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	62.32
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	131.02
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	341.97
8/31/2017	0000002271	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	338.25
9/1/2017	0000002272	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	5640000	1,500.00
9/1/2017	0000002273	001007	CDE,CASHIER'S OFFICE	CONTRACTED SERVICES	0100	0000000	2,361.87
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	140.06
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	128.49
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	43.01
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	68.92
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	51.66
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	260.80
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	64.61
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	55.99
9/1/2017	0000002274	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0300020	64.54
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	283.17
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	7.53

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	122.23
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	417.06
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	15.80
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	21.54
9/1/2017	0000002275	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	27.95
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	14.98
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	5.88
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	19.38
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	6.59
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	26.82
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	23.69
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	46.62
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	61.12
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	50.63
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	60.88
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	50.51
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	17.10
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	30.16
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	54.97
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	58.15
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	7.33
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	18.44
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	10.33
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4.20
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	31.89
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	31.23
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	25.74
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	23.73
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	21.55
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	59.15
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	10.76
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	11.53
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	12.90
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	107.64
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	53.71
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	43.05
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	53.82
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	105.38
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	82.21
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	107.64

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	182.85
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	48.43
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	53.82
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	53.82
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	42.88
9/1/2017	0000002276	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	53.82
9/1/2017	0000002283	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	0100	0000000	91.59
9/1/2017	0000002283	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	0100	0000000	1,422.30
9/1/2017	0000002283	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	0100	0000000	1,422.30
9/1/2017	0000002284	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	1,211.59
9/1/2017	0000002284	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	1,211.59
9/1/2017	0000002284	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	0000000	1,016.62
9/1/2017	0000002285	000124	WILKINSON HADLEY KING &	CONTRACTED SERVICES	0100	0000000	1,825.00
9/5/2017	0000002288	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	22,752.80
9/5/2017	0000002289	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	22,749.37
9/5/2017	0000002290	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	22,261.20
9/5/2017	0000002291	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	23,491.85
9/5/2017	0000002292	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	23,368.35
9/5/2017	0000002294	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	22,614.45
9/5/2017	0000002295	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	22,617.26
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	727.31
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	416.02
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	167.01
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	17.89
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	17.89
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	23.49
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	25.86
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	21.33
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	15.19
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	110.42
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	55.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	2,312.21
9/5/2017	0000002296	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	203.43

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	2,133.45
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1,724.00
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	2,211.03
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	214.42
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	43.07
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	711.15
9/5/2017	0000002297	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	446.09
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	27.15
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	393.29
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	110.44
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	55.22
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	55.22
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	55.22
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	110.44
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	110.44
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	55.22
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	55.22
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	110.44
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	165.67
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	25.00
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	37.50
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	25.00
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	37.50
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	41.48
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	85.12
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	79.74
9/5/2017	0000002298	000809	OFFICE DEPOT	INSTRUCTOINAL SUPPLIES	0100	0000000	71.12
					Total for 0100		**1,060,311.03**
8/8/2017	0000002160	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	(144.48)
8/8/2017	0000002160	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	963.22
					Total for 1200		**818.74**
8/17/2017	0000002189	003192	WAL- MART COMMUNITY/GECRB	CAFETERIA SUPPLIES	1300	5310000	1,500.00
8/17/2017	0000002190	0000000009	CATALINA OFFSHORE PRODUCTS, INC	CAFETERIA FOOD	1300	5310000	5,000.00
8/17/2017	0000002191	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	250,000.00
8/17/2017	0000002192	001161	HOME DEPOT	CAFETERIA SUPPLIES	1300	5310000	1,000.00
8/17/2017	0000002193	003143	THE HOME DEPOT SUPPLY	CAFETERIA SUPPLIES	1300	5310000	1,500.00

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
8/17/2017	0000002194	0000000010	SELECTA INTERNATIONAL	CAFETERIA FOOD	1300	5310000	1,000.00
8/17/2017	0000002195	0000000071	SOUTHWEST FEED GRAIN& HAY	CAFETERIA FOOD	1300	5310000	300.00
8/17/2017	0000002196	0000000184	S&S BAKERY, INC.	CAFETERIA FOOD	1300	5310000	2,000.00
8/17/2017	0000002197	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	3,500.00
8/17/2017	0000002198	004462	GALASSO'S BAKERY	CAFETERIA FOOD	1300	5310000	2,500.00
8/17/2017	0000002199	000778	SAFEWAY INC. -VONS DIVISION	CAFETERIA SUPPLIES	1300	5310000	2,000.00
8/17/2017	0000002200	0000000227	GOLD STAR FOODS	CAFETERIA FOOD	1300	5310000	350,000.00
8/17/2017	0000002201	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5310000	250,000.00
8/17/2017	0000002202	0000000006	K & M Foodservice	CAFETERIA FOOD	1300	5310000	30,000.00
8/17/2017	0000002203	000809	OFFICE DEPOT	CAFETERIA SUPPLIES	1300	5310000	5,000.00
8/17/2017	0000002204	004203	MEXAM ENTERPRISES, INC.	CAFTERIA SUPPLIES	1300	5310000	1,500.00
8/17/2017	0000002205	004619	SNA EMPORIUM	CAFETERIA SUPPLIES	1300	5310000	600.00
8/17/2017	0000002206	000982	SHIRTS UNLIMITED LLC.	CONTRACTED SERVICES	1300	5310000	4,000.00
8/17/2017	0000002207	0000000088	TECH-24	CONTRACTED SERVICES	1300	5310000	35,000.00
8/17/2017	0000002208	004203	MEXAM ENTERPRISES, INC.	CAFETERIA SUPPLIES	1300	5310000	5,000.00
8/17/2017	0000002209	000801	GRAINGER	MAINTENANCE SUPPLIES	1300	5310000	600.00
8/17/2017	0000002210	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	1300	5310000	1,500.00
8/17/2017	0000002211	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	2,500.00
8/17/2017	0000002213	000987	C&M MOTORS	CONTRACTED SERVICES	1300	5310000	6,500.00
8/17/2017	0000002214	001007	CDE,CASHIER'S OFFICE	CAFETERIA FOOD	1300	5310000	1,000.00
8/17/2017	0000002215	0000000261	ATMOSPHERE CONSTRUCTION & DESIGN	CONTRACTED SERVICES	1300	5310000	5,000.00
8/17/2017	0000002216	0000000261	ATMOSPHERE CONSTRUCTION & DESIGN	CONTRACTED SERVICES	1300	5310000	5,000.00
8/17/2017	0000002217	003731	LITTLE CAESARS PIZZA	CAFETERIA FOOD	1300	5310000	80.85
8/17/2017	0000002218	002419	CINTAS CORPORTION NO. 3	CONTRACTED SERVICES	1300	5310000	10,000.00
8/17/2017	0000002219	003599	COMMERCIAL GAS APPLIANCE	CONTRACTED SERVICES	1300	5310000	10,000.00
8/17/2017	0000002220	000901	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	1300	5310000	2,100.00
8/17/2017	0000002222	004462	GALASSO'S BAKERY	CAFETERIA FOOD	1300	5310000	75,000.00
8/17/2017	0000002223	0000000095	FOOD 4 THOUGHT, LLC	CAFETERIA FOOD	1300	5370000	50,000.00
8/17/2017	0000002224	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5370000	10,000.00
8/17/2017	0000002225	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	5,928.00
8/17/2017	0000002226	004775	AFFORDABLE GREASE PUMPING	CONTRACTED SERVICES	1300	5310000	3,300.00
8/17/2017	0000002227	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	150,000.00
8/17/2017	0000002228	004398	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	5,000.00
8/17/2017	0000002229	003598	BJ'S RENTALS, INC.	CONTRACTED SERVICES	1300	5310000	1,500.00
8/17/2017	0000002230	0000000009	CATALINA OFFSHORE PRODUCTS, INC	CAFETERIA FOOD	1300	5310000	25,000.00
8/23/2017	0000002248	004091	PRUDENTIAL OVERALL SUPPLY	CONTRACTED SERVICES	1300	5310000	7,790.00
8/24/2017	0000002257	0000000261	ATMOSPHERE CONSTRUCTION & DESIGN	CONTRACTED SERVICES	1300	5310000	518.99
8/24/2017	0000002257	0000000261	ATMOSPHERE CONSTRUCTION & DESIGN	CONTRACTED SERVICES	1300	5310000	2,500.00
8/24/2017	0000002258	000967	ECONOMY RESTAURANT EQUIPMENT	CAFETERIA EQUIPMENT	1300	5314000	10,411.30
8/24/2017	0000002259	002578	CLARK SECURITY PRODUCTS	MAINTENANCE SUPPLIES	1300	5310000	1,000.00

Rec'd 12/4/17 Item 1

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
9/1/2017	0000002277	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	40,000.00
9/1/2017	0000002278	000987	C&M MOTORS	CONTRACTED SERVICE	1300	5310000	2,500.00
9/1/2017	0000002279	000356	GRAINGER	MAINTENANCE SUPPLIES	1300	5310000	750.00
9/1/2017	0000002280	001161	HOME DEPOT	MAINTENANCE SUPPLIES	1300	5310000	4,000.00
9/1/2017	0000002281	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	3,500.00
9/1/2017	0000002282	000786	P&R PAPER SUPPLY COMPANY, INC.	CAFETERIA PAPER GOODS	1300	5310000	50,000.00
					Total for 1300		**1,444,379.14**
8/11/2017	0000002167	0000000307	RIOT CREATIVE IMAGING	CONTRACTED SERVICES	2110	9010000	9,366.98
8/11/2017	0000002167	0000000307	RIOT CREATIVE IMAGING	CONTRACTED SERVICES	2110	9010000	9,366.98
8/16/2017	0000002175	0000000078	VECTOR USA	CONTRACTED SERVICES	2110	9010000	14,796.00
8/16/2017	0000002175	0000000078	VECTOR USA	CONTRACTED SERVICES	2110	9010000	14,796.00
8/16/2017	0000002176	003947	MANZANA ENERGY INC	SOLAR PANELS	2110	9010000	2,376,291.52
8/17/2017	0000002186	0000000305	THOMAS C. SELBERT	CONTRACTED SERVICES	2110	9010000	780.00
8/17/2017	0000002186	0000000305	THOMAS C. SELBERT	CONTRACTED SERVICES	2110	9010000	780.00
8/21/2017	0000002236	0000000197	C2 IMAGING	CONTRACTED SERVICES	2110	9010000	4,815.51
8/23/2017	0000002256	0000000310	MAGNUM DRYWALL	EQUIPMENT	2110	9010000	3,798.00
8/28/2017	0000002262	0000000313	ROBINSON STEEL CO.' INC	EQUIPMENT	2110	9010000	1,254.21
8/28/2017	0000002262	0000000313	ROBINSON STEEL CO.' INC	EQUIPMENT	2110	9010000	1,581.77
					Total for 2110		**2,437,626.97**
8/23/2017	0000002252	002130	DECISIONINSITE	PROFESSIONAL SERVICES	2518	9010000	10,068.00
8/23/2017	0000002252	002130	DECISIONINSITE	PROFESSIONAL SERVICES	2518	9010000	2,500.00
9/1/2017	0000002286	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	2518	9010000	7,250.00
					Total for 2518		**19,818.00**
8/17/2017	0000002212	0000000134	THE BANK OF NEW YORK MELLON	COP LEASE REVENUE BONDS	4901	9010000	210,369.61
8/17/2017	0000002212	0000000134	THE BANK OF NEW YORK MELLON	COP LEASE REVENUE BONDS	4901	9010000	60,000.00
8/17/2017	0000002221	0000000134	THE BANK OF NEW YORK MELLON	2015 REFUNDING COP	4902	9010000	500,000.00
8/17/2017	0000002221	0000000134	THE BANK OF NEW YORK MELLON	2015 REFUNDING COP	4903	9010000	404,593.75
8/17/2017	0000002221	0000000134	THE BANK OF NEW YORK MELLON	2015 REFUNDING COP	4903	9010000	390,000.00
9/1/2017	0000002287	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4901	9010000	3,000.00
9/1/2017	0000002287	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4902	9010000	3,000.00
9/1/2017	0000002287	004822	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	4903	9010000	4,000.00
					Total for 4900		**1,364,593.75**

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PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
					Grand Total		6,327,547.63

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of July 31, 2017 through August 30, 2017. Listing sheets #1085 through #2006. Payments were made with checks #14-290722 through #14-301126 for a total expenditure of $5,419,385.50 from the following sources:

General Fund - $1,251,016.93
Child Development Fund- $893.94
Cafeteria Fund - $52,848.83
Building Fund- $2,395,987.44
Capital Projects- $1,718,638.36

RECOMMENDATION:
Approve/Ratify the expenditures incurred by the District during the period of July 31, 2017 through August 30, 2017. Listing sheets #1085 through #2006. Payments were made with checks #14-290722 through #14-301126 for a total expenditure of $5,419,385.50

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

Financial Implications?	Are funds for this item included in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$5,419,385.50 (Amount)	As listed above (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

03300: San Ysidro 2017-07-31

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000231 - JOSE M. LUQUIN-GONZALEZ	14290722	150.00	LQ-MAYIL-17 SYSD-01	150.00	0000002058	150.00	0100	0000000	0000	7200	5800010	064		
004467 - ASSI SECURITY, INC.	14290723	570.00	SD9190 & SD9189	570.00	0000002024	235.00	0100	8150000	0000	8100	5600005	070		
004467 - ASSI SECURITY, INC.	14290723	570.00	SD9190 & SD9189	570.00	0000002024	335.00	0100	8150000	0000	8100	5600005	070		

Business Unit Total: $720.00

03300: San Ysidro **2017-08-01**

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	14291061	9,542.34	REIMBUR SEMENT	9,542.34		9,542.34	0100	6264000	1110	1000	5200003	061		
0000000076 - SOUTHERN CALIFORNIA RELIEF	14291062	263,304.00	202139	263,304.00	00000020 20	263,304.00	0100	0000000	0000	7200	5450000	071		
0000000078 - VECTOR USA	14291063	26,407.28	71799& 71800	14,516.93	00000019 96	2,995.00	0100	0000000	0000	7700	5800010	067		
0000000078 - VECTOR USA	14291063	26,407.28	71799& 71800	14,516.93	00000019 96	5,521.93	0100	0000000	0000	7700	5800010	067		
0000000078 - VECTOR USA	14291063	26,407.28	71799& 71800	14,516.93	00000019 96	6,000.00	0100	0000000	0000	7700	5800010	067		
0000000078 - VECTOR USA	14291063	26,407.28	71797 & 71798	11,890.35	00000019 95	5,890.35	0100	0000000	0000	7700	5800010	067		
0000000078 - VECTOR USA	14291063	26,407.28	71797 & 71798	11,890.35	00000019 95	6,000.00	0100	0000000	0000	7700	5800010	067		
0000000083 - SCHOOLS EXCESS LIABILITY FUND	14291064	30,469.95	0717-3768379	30,469.95	00000020 23	30,469.95	0100	0000000	0000	7200	5450000	071		
0000000292 - WINET PATRICK GAYER CREIGHTON	14291065	1,295.95	40646	1,295.95	00000020 25	1,295.95	0100	0000000	0000	7200	5450000	071		
001082 - ASSOCIATED VALUATION SERVICES	14291066	1,820.60	5594	1,820.60	00000020 22	1,820.60	0100	0000000	0000	7200	5800010	071		
004831 - ELLA SOUTH BAY MAGAZINE INC.	14291067	2,600.00	JULY 2017	2,600.00	00000020 38	2,600.00	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $335,440.12

1086

03300: San Ysidro 2017-08-02

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000050 - SOUTH COUNTY ECONOMIC DEVELOPMENT	14291481	350.00	1175-17	350.00	0000002065	350.00	0100	0000000	0000	7100	5300000	064		
0000000289 - OMAR CALLEROS	14291482	1,359.04	REIMBURSEMENT	1,359.04		1,359.04	0100	0000000	0000	3900	5200003	061		
000067 - SAN DIEGO GAS & ELECTRIC	14291483	43,430.91	JULY 2017	43,430.91	0000002011	43,329.96	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14291483	43,430.91	JULY 2017	43,430.91	0000002011	100.95	0100	0000000	0000	8200	5500002	069		
003676 - SCHOOL INNOVATIONS	14291484	23,900.00	0136346-IN	16,300.00	0000002018	4,400.00	0100	0000000	0000	7200	5800010	071		
003676 - SCHOOL INNOVATIONS	14291484	23,900.00	0136346-IN	16,300.00	0000002018	11,900.00	0100	0000000	0000	7200	5800010	071		
003676 - SCHOOL INNOVATIONS	14291484	23,900.00	0136492-IN	7,600.00	0000002019	7,600.00	0100	0000000	0000	7200	5800010	061		

Business Unit Total: $69,039.95

1087

03300: San Ysidro 2017-08-03

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001079 - PENSKE TRUCK LEASING	14291884	1,270.45	C060511746 & C060511876	1,270.45	0000001970	1,270.45	0100	8150000	0000	8100	5600001	070		

Business Unit Total: $1,270.45

1088

03300: San Ysidro 2017-08-04

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000204 - U.S. BANK NATIONAL ASSOCIATION	14292404	153,675.00	PAYMENT #2	153,675.00	0000002101	118,675.00	4903	9010000	0000	9100	7438000	010		
0000000204 - U.S. BANK NATIONAL ASSOCIATION	14292404	153,675.00	PAYMENT #2	153,675.00	0000002101	35,000.00	4903	9010000	0000	9100	7439000	010		
000553 - SPRINT	14292405	3,683.04	JULY 2017	3,683.04	0000002102	3,683.04	0100	0000000	0000	8200	5900001	069		
002909 - AT&T	14292406	6,008.52	JULY 2017	6,008.52	0000002100	6,008.52	0100	0000000	0000	8200	5900003	069		
003909 - TEAMTALK NETWORK	14292407	298.36	053739	298.36	0000002103	298.36	0100	0982000	0000	3600	5600005	074		

Business Unit Total: $163,664.92

03300: San Ysidro 2017-08-07

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	14292723	53,907.32	70790	53,907.32	0000002014	26,953.66	2110	9010000	0000	8100	5800010	012		
0000000047 - ALLIANCE ENGINEERING OF CALIFORNIA, INC	14292723	53,907.32	70790	53,907.32	0000002014	26,953 66	2110	9010000	0000	8100	5800010	016		
0000000262 - C&M RELOCATION SYSTEMS INC.	14292724	9,500.00	300173	9,500.00	0000001839	6,785.72	0100	0000000	0000	7100	5800010	064		
0000000262 - C&M RELOCATION SYSTEMS INC.	14292724	9,500.00	300173	9,500.00	0000001839	2,714.28	0100	0000000	0000	7200	5800010	071		
002722 - YMCA OF SAN DIEGO COUNTY	14292725	40,000.00	SYSD-SUMMER 50	40,000.00	0000002099	27,648.00	0100	9065005	1110	1000	5800000	061		
002722 - YMCA OF SAN DIEGO COUNTY	14292725	40,000.00	SYSD-SUMMER 50	40,000.00	0000002099	12,352.00	0100	4124000	1110	1000	5800010	061		
003888 - STANLEY CONVERGENT SECURITY	14292726	57,920.88	14604015 & 14604376	57,920.88	0000002021	57,920.88	0100	8150000	0000	8100	5600007	070		

Business Unit Total: $161,328.20

1090

03300: San Ysidro 2017-08-08

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	14293281	294.16	REIMBURSEMENT	294.16		294.16	0100	0000000	0000	2100	4300015	061		
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14293282	132.81	RS4337464	132.81	0000002107	132.81	0100	0000000	0000	7200	5600005	071		
0000000086 - EUGENIA MARTINEZ	14293283	550.92	REIMBURSEMENT	550.92		550.92	0100	0000000	0000	7200	5200003	065		
0000000126 - SAN DIEGO CENTER FOR VISION	14293284	320.00	JUNE 2017	320.00		320.00	0100	6500000	5770	1190	5800010	054		
0000000230 - JOEL GARCIA	14293285	156.22	REIMBURSEMENT	156.22		156.22	0100	4035000	1110	1000	5200003	061		
0000000241 - SHIRLEY KINNEY	14293286	162.64	REIMBURSEMENT	162.64		162.64	0100	4035000	1110	1000	5200003	061		
0000000251 - NORMA LARA	14293287	471.23	MILEAGE	471.23		471.23	0100	0000000	0000	3140	5200002	010		
0000000296 - CESAR MERCADO	14293288	154.08	REIMBURSEMENT	154.08		154.08	0100	4035000	1110	1000	5200003	061		
0000000297 - ANNETTE LUNA	14293289	167.99	REIMBURSEMENT	167.99		167.99	0100	4035000	1110	1000	5200003	061		
0000000298 - ANA GARCIA	14293290	140.18	REIMBURSEMENT	140.18		140.18	0100	4035000	1110	1000	5200003	061		
0000000300 - DAVID ALVARADO	14293291	80.25	REIMBURSEMENT	80.25		80.25	0100	4035000	1110	1000	5200003	061		
0000000301 - MARIAELENA AMEZCUA	14293292	46.86	REIMBURSEMENT	46.86		46.86	0100	4035000	1110	1000	5200003	061		
000289 - NORMA CAMPOS	14293293	47.08	REIMBURSEMENT	47.08		47.08	0100	4035000	1110	1000	5200003	061		
000623 - MONICA YRINEO	14293294	30.17	REIMBURSEMENT	30.17		30.17	0100	0000000	0000	7100	4300015	064		
000809 - OFFICE DEPOT	14293295	188.40	PO# 1997	188.40	0000001997	59.53	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14293295	188.40	PO# 1997	188.40	0000001997	128.87	0100	0000000	0000	7200	4300011	071		
001079 - PENSKE TRUCK LEASING	14293296	2,532.20	TRUCK RENTAL	2,532.20	0000001970	2,532.20	0100	8150000	0000	8100	5600001	070		
00147A - UNITED STATES POSTAL SERVICE	14293297	450.00	PERMIT#65	450.00	0000002015	225.00	0100	0000000	0000	7200	5900012	071		

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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
00117A - UNITED STATES POSTAL SERVICE	14293297	450.00	PERMIT#65	450.00	0000002015	225.00	0100	0000000	0000	7200	5900012	071		
002771 - SMART & FINAL	14293298	199.41	SMART & FINAL	199.41	0000002130	199.41	0100	0000000	0000	7100	4300015	064		
002976 - FEDEX	14293299	22.39	1966-4019-3	22.39	0000002068	22.39	0100	0000000	0000	7200	5900012	071		
003800 - ELVA DE BACA	14293300	482.21	REIMBURSEMENT	482.21		482.21	0100	4035000	1110	1000	5200003	061		
004212 - FRANCHISE TAX BOARD	14293301	338.33	EDTECH WITHHOLD#2	338.33		338.33	0100	0000001	1110	1000	5800010	061		
004779 - JULIO FONSECA	14293302	90.16	REIMBURSEMENT	90.16		90.16	0100	0000000	0000	7100	5200003	064		

Business Unit Total: $7,057.69

03300: San Ysidro 2017-08-09

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000285 - THE DIGICARD SERVICE GROUP INC.	14293894	168.55	7225	168.55	0000001975	168.55	0100	8150000	0000	8100	4300011	070		
000444 - LOZANO SMITH, LLP	14293895	450.00	2031403	450.00	0000002071	450.00	0100	0000000	0000	7200	5200003	071		
001374 - SAN JOAQUIN COUNTY OF EDUCATIO	14293896	722.25	17180352	722.25	0000002114	722.25	0100	0000000	0000	7200	5800010	062		
003529 - WESTERN GRAPHIX	14293897	324.98	48799	324.98	0000002116	324.98	0100	0982000	0000	3600	4300060	074		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14293898	688.20	11032	688.20	0000002111	688.20	0100	4035000	1110	1000	5800010	061		
004833 - SPARKLETTS	14293899	95.17	15231732072717	95.17	0000002121	95.17	0100	0000000	0000	7200	5600005	071		
01641A - XEROX CORPORATION	14293900	330.85	090111343	330.85	0000002017	330.85	0100	0000000	0000	7200	5600020	071		

Business Unit Total: $2,780.00

03300: San Ysidro 2017-08-10

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	14294372	3,336.77	REIMBURSEMENT	3,336.77		3,336.77	0100	0000000	0000	7100	5200003	064		
0000000068 - P.I.P.S.	14294373	69,448.33	200656	69,448.33	0000002002	69,448.33	0100	0000000			9910360			
0000000074 - MTGL INC	14294374	3,124.00	0056562	3,124.00	0000002105	3,124.00	0100	8150000	0000	8100	5600005	070		
0000000093 - FIREWATCH	14294375	1,680.81	ANNUAL INSPECTIONS	1,680.81	0000001859	96.48	0100	8150000	0000	8100	5600005	070		
0000000093 - FIREWATCH	14294375	1,680.81	ANNUAL INSPECTIONS	1,680.81	0000001859	96.48	0100	8150000	0000	8100	5600005	070		
0000000093 - FIREWATCH	14294375	1,680.81	ANNUAL INSPECTIONS	1,680.81	0000001859	192.96	0100	8150000	0000	8100	5600005	070		
0000000093 - FIREWATCH	14294375	1,680.81	ANNUAL INSPECTIONS	1,680.81	0000001859	345.30	0100	8150000	0000	8100	5600005	070		
0000000093 - FIREWATCH	14294375	1,680.81	ANNUAL INSPECTIONS	1,680.81	0000001859	431.63	0100	8150000	0000	8100	5600005	070		
0000000093 - FIREWATCH	14294375	1,680.81	ANNUAL INSPECTIONS	1,680.81	0000001859	517.96	0100	8150000	0000	8100	5600005	070		
0000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14294376	5,529.75	IN689307	4,800.70	0000002156	4,800.70	0100	0000000	1110	1000	5600020	010		
0000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14294376	5,529.75	IN707425 & IN693751	729.05	0000002157	729.05	0100	0000000	1110	1000	5600020	010		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14294377	18,475.19	JUNE 2017	18,475.19	0000002069	270.00	0100	0000000	0000	7100	5800002	063		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14294377	18,475.19	JUNE 2017	18,475.19	0000002069	5,417.54	0100	0000000	0000	7100	5800002	063		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14294377	18,475.19	JUNE 2017	18,475.19	0000002069	60.00	2110	9010000	0000	8100	5800002	064		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14294377	18,475.19	JUNE 2017	18,475.19	0000002069	967.50	2110	9010000	0000	8100	5800002	064		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14294377	18,475.19	JUNE 2017	18,475.19	0000002069	806.50	0100	0000000	0000	7200	5800200	062		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14294377	18,475.19	JUNE 2017	18,475.19	0000002069	10,953.65	0100	0000000	0000	7200	5800200	062		
0000000197 - C2 IMAGING	14294378	2,292.91	JOB#8151	2,292.91	0000002108	2,292.91	2110	9010000	0000	8500	6200003	071		
0000000280 - BECKER'S SCHOOL SUPPLIES	14294379	759.85	1482940-IN	759.85	0000002160	-134.09	1200	9024000	0001	1000	4300001	076		
0000000280 - BECKER'S SCHOOL SUPPLIES	14294379	759.85	1482940-IN	759.85	0000002160	893.94	1200	9024000	0001	1000	4300001	076		
0000000281 - XEROX FINANCIAL SERVICES	14294380	9,274.25	867575	9,274.25	0000002115	9,274.25	0100	0000000	1110	1000	5600020	010		
000069 - CITY TREASURER	14294381	25,055.14	JULY 2017	25,055.14	0000002013	25,055.14	0100	0000000	0000	8200	5500004	069		
000258 - PARADIGM HEALTHCARE SERVICES	14294382	500.00	SMAA005195	500.00	0000002143	500.00	0100	0490000	0000	3140	5800010	052		
000535 - SCHOOL SPECIALTY	14294383	1,169.09	208118677033	1,169.09	0000001772	1,169.09	0100	0000000	1110	1000	4300001	022		
001093 - KONE INC	14294384	10,285.80	949632581	10,285.80	0000002057	10,285.80	0100	8150000	0000	8100	5600007	070		
004323 - MCGREGOR AND ASSOCIATED	14294385	441.15	CA SY1708	441.15	0000001991	441.15	0100	0300100	0000	7200	5600005	071		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14294386	5,521.79	2105652A	5,521.79	0000001741	309.28	0100	0000000	1110	1000	4300001	024		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14294386	5,521.79	2105652A	5,521.79	0000001741	556.36	0100	0000000	1110	1000	4300001	024		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14294386	5,521.79	2105652A	5,521.79	0000001741	872.01	0100	0000000	1110	1000	4300001	024		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14294386	5,521.79	2105652A	5,521.79	0000001741	1,151.65	0100	0000000	1110	1000	4300001	024		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14294386	5,521.79	2105652A	5,521.79	0000001741	1,248.33	0100	0000000	1110	1000	4300001	024		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14294386	5,521.79	2105652A	5,521.79	0000001741	1,384.16	0100	0000000	1110	1000	4300001	024		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004732 - LEAL & TREJO APC	14294387	36,512.51	MAY 2017	36,512.51	0000002070	956.51	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14294387	36,512.51	MAY 2017	36,512.51	0000002070	28,688.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14294387	36,512.51	MAY 2017	36,512.51	0000002070	3,383.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14294387	36,512.51	MAY 2017	36,512.51	0000002070	3,485.00	0100	0000000	0000	7200	5800200	062		
004830 - THE TITAN GROUP, PROFESSIONAL	14294388	18,594.00	17026	18,594.00	0000002098	18,594.00	0100	0000000	0000	7200	5800010	062		

Business Unit Total: $212,001.34

03300: San Ysidro 2017-08-11

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.	14294830	15,000.00	203461	15,000.00	0000002087	15,000.00	0100	0000000	0000	7200	5450000	071		
0000000180 - PILLSBURY WINTHROP SHAW PITTMAN LLP	14294831	1,140.00	8138921	1,140.00	0000002088	1,140.00	0100	0000000	0000	7200	5800002	071		
0000000293 - ADRIENNE KONIGAR MACKLIN	14294832	6,713.20	APRIL,MAY& JULY 2017	6,713.20	0000002067	6,713.20	0100	0000000	0000	7200	5800010	062		
00067A - SAN DIEGO GAS & ELECTRICT	14294833	26,379.10	JULY 2017	26,379.10	0000002012	26,379.10	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14294833	26,379.10	JULY 2017	26,379.10	0000002012	0.00	0100	0000000	0000	8200	5500002	069		
001502 - CALIFORNIA DEPT. OF JUSTICE	14294834	294.00	247772	294.00	0000002158	294.00	0100	0000000	0000	7200	5800010	062		
004822 - CALIFORNIA FINANCIAL SERVICES	14294835	10,000.00	OC 2017-118	10,000.00	0000002106	10,000.00	2110	9010000	0000	8500	5800010	071		
004831 - ELLA SOUTH BAY MAGAZINE INC.	14294836	2,600.00	AUGUST 2017	2,600.00	0000002038	2,600.00	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $62,126.30

03300: San Ysidro 2017-08-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000171 - MY PT SAN DIEGO	14295642	2,510.00	27 & 28	2,510.00		2,510.00	0100	6500000	5770	1190	5800010	054		
0000000199 - ERIBERTO GARCIA	14295643	130.98	REIMBUR SEMENT	130.98		130.98	0100	4035000	1110	1000	5200003	061		
000117 - UNITED STATES POSTAL SERVICES	14295644	430.00	METER	430.00		144.10	0100	0000000	0000	2100	5900012	054		
000117 - UNITED STATES POSTAL SERVICES	14295644	430.00	METER	430.00		84.60	0100	0000000	0000	2100	5900012	061		
000117 - UNITED STATES POSTAL SERVICES	14295644	430.00	METER	430.00		83.35	0100	0000000	0000	7200	5900012	062		
000117 - UNITED STATES POSTAL SERVICES	14295644	430.00	METER	430.00		60.45	0100	0000000	0000	7200	5900012	071		
000117 - UNITED STATES POSTAL SERVICES	14295644	430.00	METER	430.00		44.16	0100	0000000	1110	1000	5900012	018		
000117 - UNITED STATES POSTAL SERVICES	14295644	430.00	METER	430.00		13.34	1300	5310000	0000	3700	5900012	085		
000464 - SYLVIA MAYER	14295645	40.61	REIMBUR SEMENT	40.61		40.61	0100	4035000	1110	1000	5200003	061		
00117A - UNITED STATES POSTAL SERVICE	14295646	2,424.15	BULK MAIL	2,424.15		1,335.90	0100	0000000	0000	2100	5900012	061		
00117A - UNITED STATES POSTAL SERVICE	14295646	2,424.15	BULK MAIL	2,424.15		403.88	0100	0000000	1110	1000	5900012	025		
00117A - UNITED STATES POSTAL SERVICE	14295646	2,424.15	BULK MAIL	2,424.15		684.37	1300	5310000	0000	3700	5900012	085		

Business Unit Total: $5,535.74

03300: San Ysidro 2017-08-16

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000304 - SCOTT LOVELACE	14296234	613.04	REIMBURSEMENT	613.04		613.04	0100	0000000	0000	8300	5200003	071		
003624 - SAN YSIDRO SCHOOL DISTRICT	14296235	1,033.43	REPLENISH	1,033.43		1,033.43	0100	0000000	0000	7300	5800014	065		
004774 - THINK TOGETHER	14296236	2,734.80	8603	2,734.80	0000001315	2,734.80	0100	0000001	1110	1000	5800010	061		
004853 - ANN ORDAZ	14296237	912.34	GARNISHMENT	912.34		912.34	0100	0000000	1110	1000	1100001	020		
004857 - ONE TRIPP TREE SERVICE INC.	14296238	14,378.00	61751	14,378.00	0000002005	14,378.00	0100	0300070	0000	8200	5600005	069		

Business Unit Total: $19,671.61

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03300: San Ysidro 2017-08-17

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
00067A - SAN DIEGO GAS & ELECTRICT	14296722	26,237.43	JULY 2017	26,237.43	0000002012	26,084.03	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14296722	26,237.43	JULY 2017	26,237.43	0000002012	153.40	0100	0000000	0000	8200	5500002	069		
003947 - MANZANA ENERGY INC	14296723	2,376,291.52	17-028	2,376,291.52	0000002176	2,376,291.52	2110	9010000	0000	8500	6200000	010		

Business Unit Total: $2,402,528.95

03300: San Ysidro 2017-08-18

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	14297311	2,303.34	REIMBURSEMENT	2,303.34		2,303.34	0100	6264000	1110	1000	5200003	061		
0000000068 - P.I.P.S.	14297312	347.24	205132	347.24	0000002002	347.24	0100	0000000			9910360			
0000000281 - XEROX FINANCIAL SERVICES	14297313	9,274.25	892222	9,274.25	0000002115	9,274.25	0100	0000000	1110	1000	5600020	010		
000506 - DION INTERNATIONAL TRUCK INC.	14297314	1,224.02	01SDW7020	1,224.02	0000002141	1,224.02	0100	0982000	0000	3600	5600005	074		
001079 - PENSKE TRUCK LEASING	14297315	3,185.88	VEHICLE RENTAL	3,185.88	0000001970	921.68	0100	8150000	0000	8100	5600001	070		
001079 - PENSKE TRUCK LEASING	14297315	3,185.88	VEHICLE RENTAL	3,185.88	0000001970	2,264.20	0100	8150000	0000	8100	5600001	070		
001775 - STAPLES, INC.	14297316	1,810.20	1611738001	1,810.20	0000002073	1,810.20	0100	0000000	1110	1000	4300001	018		
002770 - FLEETWASH INC	14297317	460.51	X-1077526 & X-1099916	460.51	0000002081	460.51	0100	0982000	0000	3600	5600005	074		
002771 - SMART & FINAL	14297318	97.91	SMART F.	97.91	0000002130	97.91	0100	0000000	0000	7100	4300015	064		
003909 - TEAMTALK NETWORK	14297319	298.36	054176	298.36	0000002103	298.36	0100	0982000	0000	3600	5600005	074		
004858 - FLYERS ENERGY	14297320	1,361.81	17-501570 &17-511444	1,361.81	0000002072	1,361.81	0100	0982000	0000	3600	4300060	074		

Business Unit Total: $20,363.52

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03300: San Ysidro 2017-08-21

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000134 - THE BANK OF NEW YORK MELLON	14297649	270,369.61	COP 2012	270,369.61	0000002212	210,369.61	4901	9010000	0000	9100	7438000	010		
0000000134 - THE BANK OF NEW YORK MELLON	14297649	270,369.61	COP 2012	270,369.61	0000002212	60,000.00	4901	9010000	0000	9100	7439000	010		
0000000294 - CUSTOMLANYARD.NET	14297650	1,212.00	220183426	1,212.00	0000002008	1,212.00	0100	0000000	0000	7200	4300011	062		
000258 - PARADIGM HEALTHCARE SERVICES	14297651	500.00	SMAA005262	500.00	0000002143	500.00	0100	0490000	0000	3140	5800010	052		
001161 - HOME DEPOT	14297652	2,645.83	HOME DP	2,046.24	0000002026	2,046.24	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14297652	2,645.83	HOME DP #69	599.59	0000002129	599.59	0100	0000000	0000	8200	4300014	069		
002037 - PERMA BOUND PUB.	14297653	2,579.80	1734964-02	223.71	0000001735	223.71	0100	0000000	0000	2420	6300001	016		
002037 - PERMA BOUND PUB.	14297653	2,579.80	PO#1912	2,356.09	0000001912	2,356.09	0100	3010000	1110	1000	4300001	018		
002153 - HARBOR FREIGHT TOOLS	14297654	191.59	810939	191.59	0000002039	191.59	0100	8150000	0000	8100	4300007	070		
002580 - COOLE SCHOOL	14297655	1,264.00	170950	1,264.00	0000001743	1,264.00	0100	0000000	1110	1000	4300001	012		
002774 - RESEARCH PRESS	14297656	423.42	F621529	423.42	0000002096	175.98	0100	3327000	5770	1190	4300001	054		
002774 - RESEARCH PRESS	14297656	423.42	F621529	423.42	0000002096	247.44	0100	3327000	5770	1190	4300001	054		
004073 - HAWTHORNE LIFT SYSTEMS	14297657	229.62	FS60071128-FS60071129	229.62	0000002161	60.00	0100	0000000	0000	7200	5600005	071		
004073 - HAWTHORNE LIFT SYSTEMS	14297657	229.62	FS60071128-FS60071129	229.62	0000002161	169.62	0100	0000000	0000	7200	5600005	071		

Business Unit Total: $279,415.87

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03300: San Ysidro 2017-08-22

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000072 - ALL AMERICAN EMPLOYEE AWARDS	14298144	882.60	2017080906420754 20	882.60	0000002153	134.61	0100	0000000	0000	7100	4300011	064		
0000000072 - ALL AMERICAN EMPLOYEE AWARDS	14298144	882.60	2017080906420754 20	882.60	0000002153	156.79	0100	0000000	0000	7100	4300011	064		
0000000072 - ALL AMERICAN EMPLOYEE AWARDS	14298144	882.60	2017080906420754 20	882.60	0000002153	214.30	0100	0000000	0000	7100	4300011	064		
0000000072 - ALL AMERICAN EMPLOYEE AWARDS	14298144	882.60	2017080906420754 20	882.60	0000002153	376.90	0100	0000000	0000	7100	4300011	064		
0000000134 - THE BANK OF NEW YORK MELLON	14298145	1,294,593.75	COP 2015	1,294,593.75	0000002221	404,593.75	4903	9010000	0000	9100	7438000	010		
0000000134 - THE BANK OF NEW YORK MELLON	14298145	1,294,593.75	COP 2015	1,294,593.75	0000002221	500,000.00	4902	9010000	0000	9100	7439000	010		
0000000134 - THE BANK OF NEW YORK MELLON	14298145	1,294,593.75	COP 2015	1,294,593.75	0000002221	390,000.00	4903	9010000	0000	9100	7439000	010		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	107.70	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	107.70	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	107.70	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	107.70	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	107.70	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	107.70	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
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
0000000259 - CHARACTER COUNTS! SERVICE CORP	14298146	5,169.46	CC-013376	5,169.46	0000001830	646.18	0100	0000000	1110	1000	4300001	020		
000043 - PRUDENTIAL OVERALL	14298147	483.95	JUNE-JULY 2017	483.95	0000002120	185.95	0100	0300070	0000	8200	4300014	069		
000043 - PRUDENTIAL OVERALL	14298147	483.95	JUNE-JULY 2017	483.95	0000002120	298.00	0100	0982000	0000	3600	4300023	074		
000069 - CITY TREASURER	14298148	3,023.30	WATER	3,023.30	0000002013	3,023.30	0100	0000000	0000	8200	5500004	069		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14298149	1,220.95	1-357803 1-357807 1-357930	1,220.95	0000002154	1,220.95	0100	0000000	0000	7700	4300002	067		
003104 - HOTSY EQUIPMENT COMPANY	14298150	516.93	JKL17-1742	516.93	0000002140	516.93	0100	0000000	0000	8200	4300014	069		
003935 - AMS - ACOUSTICAL MATERIAL	14298151	1,304.48	17029461-00	1,304.48	0000002053	1,304.48	0100	8150000	0000	8100	4300007	070		
004001 - OTAY MESA SALES INC.	14298152	1,341.49	30864	1,341.49	0000002181	1,341.49	0100	8150000	0000	8100	5600001	070		

2008

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004542 - MPC ELECTRONICS INC	14298153	1,736.06	268929-268773-268725-269034	1,736.06	0000002169	1,736.06	0100	0000000	0000	7700	4300002	067		

Business Unit Total: $1,310,272.97

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03300: San Ysidro 2017-08-23

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000078 - VECTOR USA	14298629	11,412.28	72103	5,521.93	0000001996	5,521.93	0100	0000000	0000	7700	5800010	067		
0000000078 - VECTOR USA	14298629	11,412.28	72104	5,890.35	0000001995	5,890.35	0100	0000000	0000	7700	5800010	067		
0000000262 - C&M RELOCATION SYSTEMS INC.	14298630	22,135.00	300216	22,135.00	0000001839	15,810.72	0100	0000000	0000	7100	5800010	064		
0000000262 - C&M RELOCATION SYSTEMS INC.	14298630	22,135.00	300216	22,135.00	0000001839	6,324.28	0100	0000000	0000	7200	5800010	071		
0000000305 - THOMAS C. SELBERT	14298631	1,560.00	1723	1,560.00	0000002186	780.00	2110	9010000	0000	8100	5800010	012		
0000000305 - THOMAS C. SELBERT	14298631	1,560.00	1723	1,560.00	0000002186	780.00	2110	9010000	0000	8100	5800010	016		
0000000308 - ANALYTICAL CHEMICAL LABS, INC	14298632	10,350.00	2017/547	10,350.00	0000002183	3,450.00	0100	8150000	0000	8100	5600005	070		
0000000308 - ANALYTICAL CHEMICAL LABS, INC	14298632	10,350.00	2017/547	10,350.00	0000002183	6,900.00	0100	8150000	0000	8100	5600005	070		
002722 - YMCA OF SAN DIEGO COUNTY	14298633	40,000.00	SYSD-SUMMER FINAL	40,000.00	0000002099	27,648.00	0100	9065005	1110	1000	5800000	061		
002722 - YMCA OF SAN DIEGO COUNTY	14298633	40,000.00	SYSD-SUMMER FINAL	40,000.00	0000002099	12,352.00	0100	4124000	1110	1000	5800010	061		
004772 - EMERGENCY PREPAREDNESS	14298634	48,250.00	543	48,250.00	0000002237	48,250.00	0100	0000001			9510000			
004857 - ONE TRIPP TREE SERVICE INC.	14298635	9,784.00	60571	9,784.00	0000001999	9,784.00	0100	0300070	0000	8200	5600005	069		

Business Unit Total: $143,491.28

12B.2

2001

03300: San Ysidro **2017-08-24**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000009 - CATALINA OFFSHORE PRODUCTS, INC	14299037	210.00	452643	210.00	00000022 30	210.00	1300	5310000	0000	3700	4700001	085		
0000000010 - SELECTA INTERNATIONAL	14299038	620.00	036921	620.00	00000021 94	620.00	1300	5310000	0000	3700	4700001	085		
0000000184 - S&S BAKERY, INC.	14299039	203.12	978650	203.12	00000021 96	203.12	1300	5310000	0000	3700	4700001	085		
0000000227 - GOLD STAR FOODS	14299040	35,796.43	2089920	35,796.43	00000022 00	35,796.43	1300	5310000	0000	3700	4700001	085		
0000000288 - J&C BOOKS LLC	14299041	640.44	1-806	640.44	00000019 74	56.16	0100	0000000	1110	1000	4300001	024		
0000000288 - J&C BOOKS LLC	14299041	640.44	1-806	640.44	00000019 74	98.28	0100	0000000	1110	1000	4300001	024		
0000000288 - J&C BOOKS LLC	14299041	640.44	1-806	640.44	00000019 74	486.00	0100	0000000	1110	1000	4300001	024		
000623 - MONICA YRINEO	14299042	35.75	MONICA YRINEO	35.75		35.75	0100	0000000	0000	7100	4300015	064		
000717 - HOLLANDIA DAIRY INC.	14299043	3,770.74	2080371	3,770.74	00000022 01	3,770.74	1300	5310000	0000	3700	4700001	085		
000778 - SAFEWAY INC. -VONS DIVISION	14299044	101.88	808544-071317-2115	101.88	00000021 99	101.88	1300	5310000	0000	3700	4700001	085		
000809 - OFFICE DEPOT	14299045	464.36	20854965 37	464.36	00000022 03	464.36	1300	5310000	0000	3700	4300011	085		
00117A - UNITED STATES POSTAL SERVICE	14299046	915.14	BULK MAIL	915.14		842.83	0100	0000000	0000	7100	5900012	064		
00117A - UNITED STATES POSTAL SERVICE	14299046	915.14	BULK MAIL	915.14		72.31	1300	5310000	0000	3700	5900012	085		
001958 - LLOYD PEST CONTROL CO.	14299047	160.00	5286783	160.00	00000022 11	160.00	1300	5310000	0000	3700	5600005	085		
001990 - PATRICIA CARO	14299048	47.97	REIMBUR SEMENT	47.97		47.97	0100	0000000	0000	7200	5200003	071		
002419 - CINTAS CORPORTION NO. 3	14299049	495.07	69447483	495.07	00000022 18	495.07	1300	5310000	0000	3700	5600005	085		
003192 - WAL- MART COMMUNITY/GECRB	14299050	268.12	010689	268.12	00000021 89	268.12	1300	5310000	0000	3700	4700001	085		
003224 - ACE COOLING & FREEZING	14299051	2,703.29	79404	2,703.29	00000022 25	2,703.29	1300	5310000	0000	3700	5600005	085		

2002

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	14299052	6,572.42	170725033	2,397.37	0000002228	2,397.37	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14299052	6,572.42	1334	4,175.05	0000002191	4,175.05	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14299053	263.38	4721718422	263.38	0000002222	263.38	1300	5310000	0000	3700	4700001	085		
004775 - AFFORDABLE GREASE PUMPING	14299054	450.00	167044	450.00	0000002226	450.00	1300	5310000	0000	3700	5600005	085		
004779 - JULIO FONSECA	14299055	122.73	REIMBURSEMENT	122.73		122.73	0100	0000000	0000	7100	5200003	064		
004847 - KELLI HAY	14299056	144.00	REIMBURSEMENT	144.00		144.00	0100	0000001	1110	1000	5200003	061		
004900 - ANTONIO RAMIREZ	14299057	808.92	JULY MILEAGE	808.92		808.92	0100	6500000	5001	3900	5200002	054		

Business Unit Total: $54,793.76

2002

03300: San Ysidro 2017-08-25

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000197 - C2 IMAGING	14299547	4,815.51	C2 IMAGING	4,815.51	0000002236	4,815.51	2110	9010000	0000	8500	6200003	071		
0000000295 - THE CHILDREN'S AID SOCIETY	14299548	899.98	NCCS00116	899.98	0000002148	449.99	0100	0000000	0000	3900	5200003	061		
0000000295 - THE CHILDREN'S AID SOCIETY	14299548	899.98	NCCS00116	899.98	0000002148	449.99	0100	0000000	0000	7100	5200003	064		
000106 - CHEVRON U.S.A. INC.	14299549	3,107.44	51166986	3,107.44	0000002004	1,528.74	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14299549	3,107.44	51166986	3,107.44	0000002004	0.00	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14299549	3,107.44	51166986	3,107.44	0000002004	814.43	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14299549	3,107.44	51166986	3,107.44	0000002004	764.27	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14299549	3,107.44	51166986	3,107.44	0000002004	0.00	1300	5310000	0000	3700	4300022	085		
001161 - HOME DEPOT	14299550	2,095.75	HOME DP	2,095.75	0000002026	2,095.75	0100	8150000	0000	8100	4300007	070		
002771 - SMART & FINAL	14299551	862.40	WATER	862.40	0000002155	862.40	0100	0000000	0000	7200	4300011	071		
004571 - DOMTAR PAPER CO. LLC	14299552	2,844.60	1368794	2,844.60	0000002080	2,844.60	0100	0000000	1110	1000	4300001	018		

Business Unit Total: $14,625.68

2003

03300: San Ysidro 2017-08-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000132 - VICTOR GUZMAN	14300004	304.18	REIMBUR SEMENT	304.18		304.18	0100	8150000	0000	8100	4300011	070		
0000000291 - IVAN OTTAVIANO	14300005	46.87	MILEAGE	46.87		46.87	0100	0000000	0000	7200	5200002	071		
0000000311 - SHEPPARD MULLIN RICHTER &	14300006	58,141.57	55RF-252596	58,141.57	00000022 51	58,141.57	0100	0000000	0000	7100	5800002	063		
0000000312 - CLAUDIO ZUAZO	14300007	80.25	REIMBUR SEMENT	80.25		80.25	0100	4035000	1110	1000	5200003	061		
000039 - DIXIELINE LUMBER CO	14300008	189.17	DIXIELINE	189.17	00000020 31	189.17	0100	8150000	0000	8100	4300007	070		
000273 - SCHOLASTIC , INC	14300009	484.21	15498297	484.21	00000020 95	132.06	0100	3327000	5770	1190	4300001	054		
000273 - SCHOLASTIC , INC	14300009	484.21	15498297	484.21	00000020 95	176.07	0100	3327000	5770	1190	4300001	054		
000273 - SCHOLASTIC , INC	14300009	484.21	15498297	484.21	00000020 95	176.08	0100	3327000	5770	1190	4300001	054		
000356 - GRAINGER	14300010	3,477.45	9525075603 &9524364271	2,561 99	00000020 27	2,561 99	0100	8150000	0000	8100	5600005	070		
000356 - GRAINGER	14300010	3,477.45	9519564992 & 9517133279	915 46	00000020 78	915 46	0100	0982000	0000	3600	4300023	074		
000370 - DUNN-EDWARDS CORP.	14300011	1,855.66	DUNN ED	1,855.66	00000020 30	1,855.66	0100	8150000	0000	8100	4300007	070		
000775 - REFRIGERATION SUPPLIES	14300012	2,347.83	61132027-00 & 61131501-00	2,347.83	00000020 32	2,347.83	0100	8150000	0000	8100	4300007	070		
001510 - EWING IRRIGATION	14300013	1,992.48	EWING	1,992.48	00000020 54	1,992.48	0100	0000000	0000	8200	4300014	069		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14300014	778.03	1-358662	778 03	00000021 54	778 03	0100	0000000	0000	7700	4300002	067		
001845 - FERGUSON ENTERPRISES,INC#1350	14300015	55.79	5014850	55.79	00000020 51	55.79	0100	8150000	0000	8100	4300007	070		
002102 - A-Z BUS SALES, INC.	14300016	700.00	A-Z INV.	700.00	00000020 56	700.00	0100	0982000	0000	3600	4300023	074		
002151 - RANCHO AUTO & TRUCK	14300017	425.37	7693-298539	425.37	00000020 76	425.37	0100	0982000	0000	3600	4300060	074		

2004

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
PARTS														
002721 - CALIFORNIA ELECTRIC SUPPLY	14300018	311.54	1069-734565 - 734690-734384	311.54	0000002049	311.54	0100	8150000	0000	8100	4300007	070		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14300019	1,906.59	SYMS PROJECT	1,906.59	0000002037	1,906.59	0100	8150000	0000	8100	4300007	070		
004084 - RUSSELL SIGLER, INC	14300020	76.87	INV-SND17010880	76.87	0000002047	76.87	0100	8150000	0000	8100	4300007	070		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1687	1,053.33	0000001687	83.90	0100	0000000	1110	1000	4300001	024		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1687	1,053.33	0000001687	969.43	0100	0000000	1110	1000	4300001	024		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	8.84	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	11.65	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	12.50	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	12.79	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	12.85	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	13.21	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	48.27	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	53.37	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	59.94	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	63.22	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	84.28	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	132.25	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	133.10	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	142.33	0100	3327000	5770	1190	4300001	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
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2092	987.85	0000002092	199.25	0100	3327000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1954	2,197.68	0000001954	367.54	0100	0000000	0000	7700	4300002	067		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1954	2,197.68	0000001954	633.68	0100	0000000	0000	7700	4300002	067		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1954	2,197.68	0000001954	1,196.46	0100	0000000	0000	7700	4300002	067		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1973	326.20	0000001973	326.20	0100	0000000	1110	4200	4300013	022		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#1971	499.22	0000001971	499.22	0100	0000000	0000	7700	4300002	067		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2244	282.81	0000002244	-97.94	0100	0000000	0000	7100	4300011	064		
004678 - AMAZON.COM, INC.	14300021	5,347.09	PO#2244	282.81	0000002244	380.75	0100	0000000	0000	7100	4300011	064		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	37.42	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	37.42	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	74.88	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	112.26	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	121.14	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	145.36	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	158.58	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	158.58	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	158.58	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	165.19	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	171.79	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	224.65	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	244.41	0100	3327000	5770	1190	4300001	054		

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2004

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	323.77	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	369.93	0100	3327000	5770	1190	4300001	054		
004680 - SOCIAL THINKING	14300022	3,072.20	68770	3,072.20	0000002091	568.24	0100	3327000	5770	1190	4300001	054		

Business Unit Total: $81,593.15

03300: San Ysidro **2017-08-29**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000107 - CAROLYN KARINEN	14300572	3,712.50	JULY 2017	3,712.50	0000002249	3,712.50	0100	6500000	5770	1190	5800010	054		
0000000250 - CRISTINA D'OLEIRE	14300573	8.45	MILEAGE	8.45		8.45	0100	0000000	1110	1000	5200002	025		
003598 - BJ'S RENTALS, INC.	14300574	288.60	799252-4	288.60	0000002117	288.60	0100	8150000	0000	8100	5600001	070		

Business Unit Total: $4,009.55

2005

03300: San Ysidro 2017-08-30

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000077 - AZTEC CONTAINER	14301109	2,165.76	12133-1 12133-2 12133-3	2,165.76	0000002171	2,165.76	0100	8150000	0000	8100	5600005	070		
0000000245 - OFFICESUPPLY.COM	14301110	2,605.03	2544530	2,605.03	0000002184	2,605.03	0100	0000000	0000	7200	4300011	071		
0000000279 - SIGNTECH ELECTRICAL ADVERTISING, INC.	14301111	3,512.31	16667	2,924.73	0000001998	2,924.73	0100	0000000	0000	7100	5800010	064		
0000000279 - SIGNTECH ELECTRICAL ADVERTISING, INC.	14301111	3,512.31	16769	587.58	0000001923	587.58	0100	0000000	0000	7700	5600005	067		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	16.91	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	17.77	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	49.95	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	78.49	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	85.13	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	98.40	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	107.03	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	149.84	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	217.63	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	346.07	0100	0000000	1110	1000	4300012	025		
000535 - SCHOOL SPECIALTY	14301112	1,547.19	208118789016	1,547.19	0000002061	379.97	0100	0000000	1110	1000	4300012	025		
00067A - SAN DIEGO GAS & ELECTRICT	14301113	55,096.90	AUGUST 2017	55,096.90	0000002012	54,975.87	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14301113	55,096.90	AUGUST 2017	55,096.90	0000002012	121.03	0100	0000000	0000	8200	5500002	069		
000762 - SOUTH BAY FENCE, INC.	14301114	289.03	70591	289.03	0000002040	289.03	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
000775 - REFRIGERATION SUPPLIES	14301115	405.76	61132240-00	405.76	0000002032	405.76	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14301116	2,626.50	POI#2185	1,087.23	0000002185	1,087.23	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14301116	2,626.50	PO#2178	1,539.27	0000002178	39.33	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14301116	2,626.50	PO#2178	1,539.27	0000002178	48.88	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14301116	2,626.50	PO#2178	1,539.27	0000002178	74.67	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14301116	2,626.50	PO#2178	1,539.27	0000002178	212.70	0100	0000000	1110	1000	4300001	016		
000809 - OFFICE DEPOT	14301116	2,626.50	PO#2178	1,539.27	0000002178	1,163.69	0100	0000000	1110	1000	4300001	016		
001079 - PENSKE TRUCK LEASING	14301117	1,656.06	TRUCK LEASE	1,656.06	0000001970	1,656.06	0100	8150000	0000	8100	5600001	070		
001161 - HOME DEPOT	14301118	1,272.11	IT DEPT	396.28	0000002170	396.28	0100	0000000	0000	7700	4300002	067		
001161 - HOME DEPOT	14301118	1,272.11	IT DEPT.	875.83	0000002170	875.83	0100	0000000	0000	7700	4300002	067		
001438 - REPUBLIC SERVICES	14301119	13,464.28	AUGUST 2017	13,464.28	0000002010	13,464.28	0100	0000000	0000	8200	5500005	069		
001532 - VERITIV OPERATING COMPANY	14301120	753.72	745-41188171	753.72	0000002177	252.17	0100	0000000	0000	7550	4300050	073		
001532 - VERITIV OPERATING COMPANY	14301120	753.72	745-41188171	753.72	0000002177	501.55	0100	0000000	0000	7550	4300050	073		
003113 - PHONAK HEARING SYSTEMS	14301121	2,676.59	5156128067	2,676.59	0000002163	927.63	0100	6500000	5770	1190	4300001	054		
003113 - PHONAK HEARING SYSTEMS	14301121	2,676.59	5156128067	2,676.59	0000002163	1,748.96	0100	6500000	5770	1190	4300001	054		
003221 - HOUGHTON MIFFLIN COMPANY	14301122	3,457.62	710069842	3,457.62	0000002180	3,457.62	0100	0000000	1110	1000	4300001	020		
004401 - OTAY MESA SALES INC.	14301123	1,104.44	30997	1,104.44	0000002181	1,104.44	0100	8150000	0000	8100	5600001	070		
004426 - SOUTHERN CALIFORNIA TRANE	14301124	1,165.96	30361831	1,165.96	0000002086	1,165.96	0100	8150000	0000	8100	4300007	070		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA73857240	4,733.89	0000001979	862.86	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA73857240	4,733.89	0000001979	3,871.03	0100	6300000	1110	1000	4100000	061		

2006

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 87	10,765.32	00000019 84	431.43	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 87	10,765.32	00000019 84	431.43	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 87	10,765.32	00000019 84	666.70	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 87	10,765.32	00000019 84	4,460.09	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 87	10,765.32	00000019 84	4,775.67	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 81	4,058.01	00000019 82	755.01	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 81	4,058.01	00000019 82	3,303.00	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 83	3,424.19	00000019 80	647.15	0100	6300000	1110	1000	4100000	061		
004899 - THE COLLEGE BOARD	14301125	22,981.41	EA738744 83	3,424.19	00000019 80	2,777.04	0100	6300000	1110	1000	4100000	061		
01641A - XEROX CORPORATION	14301126	4,781.10	JULU 2017	4,781.10	00000021 74	4,781.10	0100	0000000	0000	7200	5600020	071		

Business Unit Total: $121,561.77

2006

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:
The District would like to accept and thank the organizations and/or individuals on the attached list for their generous contributions to the Welcome Back Breakfast to motivate and welcome all staff to the 2017-18 school year. The event was held on Monday, August 14, 2017 at the San Ysidro Middle School's Multicultrual Complex.

RECOMMENDATION:
Accept donations at an estimated value of $7,992.00 to help motivate and welcome staff to the 2017-18 school year.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

Donations $7,992.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

San Ysidro School District

2017-2018 DONATIONS

BOARD MEETING: SEPTEMBER 14, 2017		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Aguilar & Associates	District	$1,500.00	N/A	Welcome Back Staff Event - Gifts and expenses
Balfour Beatty Construction	District	$5,000.00	N/A	Welcome Back Staff Event - Gifts and expenses
American Fidelity	District	N/A	$25.00	Welcome Back Staff Event - (1) Target gift card
American Fidelity	District	N/A	$30.00	Welcome Back Staff Event - (3) $10 Starbucks gift cards
Keenan	District	N/A	$300.00	Welcome Back Staff Event - (12) $25 gift cards
Waxie	District	N/A	$25.00	Welcome Back Staff Event - (1) Luna Grill gift card
Waxie	District	N/A	$25.00	Welcome Back Staff Event - (1) Starbucks cup /(1) $25 gift card
Waxie	District	N/A	$188.00	Welcome Back Staff Event - (2) Padre Tickets ($94ea)
Waxie	District	N/A	$40.00	Welcome Back Staff Event - (1) Cleaning Kit
MRC Xerox	District	N/A	$149.00	Welcome Back Staff Event - (2) Padre Tickets ($74.50 ea)
Office Depot	District	N/A	$60.00	Welcome Back Staff Event - (4) Starbucks gift cards ($15 ea)
Delta Dental	District	N/A	$40.00	Welcome Back Staff Event - (1) Electric Toothbrush
Culver Newlin	District	N/A	$150.00	Welcome Back Staff Event - (1) Amazon gift card
VSP	District	N/A	$50.00	Welcome Back Staff Event - (1) Nike Sunglasses
Mission Federal Cr. Union	District	N/A	$100.00	Welcome Back Staff Event - (4) Visa gift cards ($25 ea)
Legal Shield	District	N/A	$25.00	Welcome Back Staff Event - (1) Starbucks gift card
ACE College Education	District	N/A	$50.00	Welcome Back Staff Event - (1) Amazon gift card
U.S. Healthworks	District	N/A	$25.00	Welcome Back Staff Event - (1) Starbucks gift card
Simsa	District	N/A	$25.00	Welcome Back Staff Event - (1) Starbucks gift card
Texas Life Insurance	District	N/A	$25.00	Welcome Back Staff Event - (5) Portfolios
Texas Life Insurance	District	N/A	$25.00	Welcome Back Staff Event - (5) Braclet USB Drives
Texas Life Insurance	District	N/A	$40.00	Welcome Back Staff Event - (2) Yeti Tumblers
Hartford Insurance	District	N/A	$30.00	Welcome Back Staff Event - Miscellaneous office items in bag
U.S. Healthcare	District	N/A	$30.00	Welcome Back Staff Event - Miscellanious items in basket
Kaiser	District	N/A	$10.00	Welcome Back Staff Event - Lunch bag
VEBA	District	N/A	$25.00	Welcome Back Staff Event - Target gift card
		$6,500.00	**$1,492.00**	
	TOTAL:	**$7,992.00**		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH LOOMIS ARMORED US, LLC

BACKGROUND INFORMATION:
For the past years, Mission Federal Credit Union (MFCU) has been providing banking services to our District which included the Loomis Armored US, LLC services. MFCU conducted a Request for Proposal with several providers in San Diego, performed a careful review and decided to remain with Loomis for another 2 years. Loomis services has been consistently good, their pricing is lower than the other carriers and they are the current vault provider for MFCU schools.

In the past, the Agreement for Armored Transportation Services was between the financial institution (MFCU) and the service provider (Loomis). Due to insurance requirements, the provider is now required to have the agreement directly with the school districts.

The monthly base price for service is $71.50. The invoice for transportation services will continue to go to MFCU and the fees will be passed along through the monthly account analysis. The term of the agreement is from August 1, 2017 to August 1, 2019.

RECOMMENDATION:
Approve/Ratify the 2-year service agreement with Loomis Armored US, LLC for armored transportation services at an estimated monthly cost of $200.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Estimated cost: $200.00/month (Amount)

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

(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

LOOMIS

SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")
a Texas Limited Liability Company
with offices at:
2500 CityWest Blvd. Ste. 2300,
Houston, TX 77042.

and

San Ysidro School District
("CUSTOMER")
a CA corporation, located at,
4350 Otay Mesa Road,
San Ysidro, CA 92173.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 26th day of May, 2017.

Term: Service will begin on the 1st day of August, 2017 and shall continue for a period of two (2) year(s). CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
1240	***San Ysidro Unified School District 4350 Otay Mesa Road San Ysidro, CA 92173***	***$400,000 per shipment***	***1x/week Wed***	***$71.50 per month***

Premise Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of $2.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research and Supply Fee: A fee of $65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of $1.50 per Item is assessed when the number of items or containers exceeds ten (10) items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: $45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of $100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of $0.40 per $1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 7% will be assessed to all services provided within this Agreement.

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

☐ **Decline**

Reconstruction Obligations:
As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

☐ **Decline**

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars ($10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. **Service(s)**: LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment**: CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment**: LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is $1.31. Any cost above the $1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to $1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
$4.91	$5.00	$ .10	18.00%
$4.81	$4.90	$ .10	17.50%
$4.71	$4.80	$ .10	17.00%
$4.61	$4.70	$ .10	16.50%
$4.51	$4.60	$ .10	16.00%
$4.41	$4.50	$ .10	15.50%
$4.31	$4.40	$ .10	15.00%
$4.21	$4.30	$ .10	14.50%
$4.11	$4.20	$ .10	14.00%
$4.01	$4.10	$ .10	13.50%
$3.91	$4.00	$ .10	13.00%
$3.81	$3.90	$ .10	12.50%
$3.71	$3.80	$ .10	12.00%
$3.61	$3.70	$ .10	11.50%
$3.51	$3.60	$ .10	11.00%

$3.41	$3.50	$ .10	10.50%
$3.31	$3.40	$ .10	10.00%
$3.21	$3.30	$ .10	9.50%
$3.11	$3.20	$ .10	9.00%
$3.01	$3.10	$ .10	8.50%
$2.91	$3.00	$ .10	8.00%
$2.81	$2.90	$ .10	7.50%
$2.71	$2.80	$ .10	7.00%
$2.61	$2.70	$ .10	6.50%
$2.51	$2.60	$ .10	6.00%
$2.41	$2.50	$ .10	5.50%
$2.31	$2.40	$ .10	5.00%
$2.21	$2.30	$ .10	4.50%
$2.11	$2.20	$ .10	4.00%
$2.01	$2.10	$ .10	3.50%
$1.91	$2.00	$ .10	3.00%
$1.81	$1.90	$ .10	2.50%
$1.71	$1.80	$ .10	2.00%
$1.61	$1.70	$ .10	1.50%
$1.51	$1.60	$ .10	1.00%
$1.41	$1.50	$ .10	.50%
$1.31	$1.40	$ .10	.00%

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability**: LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

5. **Excess Liability**: The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.**

6. **Indemnity**: LOOMIS agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, 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 LOOMIS, its agents, officers, employees, or independent consultants hired under this Agreement.

7. **Claim Procedures**: The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, ATM number if applicable, customer contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars ($10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure**:

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or

by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.

(ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

(iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.

(iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes**: CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in San Diego, California.

10. **Container Value Limitation**: CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars ($250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars ($250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars ($250,000) or less.

11. **Holiday Service**: LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage**: LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality**: Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

(1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;

(2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information

(3) information which is or becomes publically available other than through breach by the Receiving Party of this Agreement; and,

(4) information which is independently developed by or on behalf of Receiving Party

15. **Entire Agreement**: This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles; 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. (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) **intentionally omitted**; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k)shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CUSTOMER

By _____
Printed Name _____
Title _____
Date _____

LOOMIS

By _____
Printed Name _____
Title _____
Date _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA INC. FOR FISCAL AND MANAGEMENT INFORMATION SYSTEMS

BACKGROUND INFORMATION:
Throughout the year the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from September 1, 2017 to August 31, 2018. The cost implications for these services are estimated at $3,660.00 and $600.00 for the CADIE and SABRE reports plus additional expenses that may be incurred.

RECOMMENDATION:
Approve/Ratify the agreement with School Services of California, Inc. for Fiscal and Management Information Services from September 1, 2017 to August 31, 2018 at an estimated cost of $4,260.00 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	
ESTIMATE $4,260.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

Client # 0022000 / S15 P.O.#

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of September 1, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:

   a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*

   b. Unlimited access to the Consultant's online workshops, which include:

      i. Fiscal Aspects of Negotiations

      ii. Associate Student Body

   c. The option of receiving information on Consultant's website regarding major school finance and policy issues

   d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

   e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation

   f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance

2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

   Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:

   a. $3,660 annually, plus expenses, or payable at $305 per month, plus expenses, upon receipt of a billing from Consultant

   b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply

   c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site

   d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning September 1, 2017, and terminating August 31, 2018. This Agreement may be terminated prior to August 31, 2018 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client

provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____ DATE: _____

_____
Print Name

_____
Job Title
San Ysidro Elementary School District

BY: _____ DATE: August 15, 2017
ROBERT D. MIYASHIRO
Vice President
School Services of California, Inc.

Contract period: 10-01-17 to 09-30-18 **P.O. #**_____

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **C**omparative **A**nalysis of **D**istrict **I**ncome and **E**xpenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS and CBEDS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **S**alary **A**nd **B**enefits **R**eport (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

Please check the appropriate items below:

____ **CADIE Only**	**$400**	____ Use the same districts as last year		Y	Current year 2015-16
____ **SABRE Only**	**$250**	X Use districts of similar type and size		X	Next year 2016-17
X **CADIE & SABRE**	**$600**	____ Call me to discuss comparative group			
		X Please use similar unduplicated pupil percentage districts			

*Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2017, CADIE will be released in May 2018

District Name: _____
Contact Name: _____
Address (no P.O. boxes please):_____
_____
Telephone with extension: _____
Email Address: _____
Signature: _____
Print Name: _____ Date:_____

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH ALTA ROOFING AND WATERPROOFING

BACKGROUND INFORMATION:
The District conducted an inspection of one of the buildings located in the San Ysidro Middle School due to reports of water leaks. ALTA Roofing and Waterproofing was called out to further inspect the area. ALTA determined that there were leaks occurring near the front door areas and water damage was found. They also inspected the roof surface and found that the standing seams on the metal roof require repairs.

RECOMMENDATION:
Approve/Ratify the agreement with ALTA Roofing and Waterproofing for roof repairs at the San Ysidro Middle School at the estimated cost of $9,800.00 from the building 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 #

$9,800.00	Building Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of August, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

ALTA Roofing & Waterproofing Company/Consultant	(858) 256-7663 Telephone Number
8515 Arjons Drive, Suite K, San Diego, CA 92126 Address	www.altaroofinginc.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: August 11, 2017 To: To completion of project(s)

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

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

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

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

required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

by District.

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless

Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	**ALTA Roofing and WaterProofing**
Name:	Joseph Anthony De La Cruz
Title:	
Address:	8515 Arjons Drive, Suite K
City/State/Zip Code:	San Diego, CA 92126
Telephone:	(858) 256-7663 / (858) 256-7660
Email:	

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director, MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 x3065
Email:	arturo.macias@sysd.k12.ca.us	Victor.guzman@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
ALTA Roofing & Waterproofing	**San Ysidro School District**
Firm Name	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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

Please see attached proposal provided by ALTA Roofing & Waterproofing.

Note: This Professional Services Agreement supersedes any other terms and conditions stated on the Proposal.

Initial

District _____

ALTA _____

EXHIBIT A

ALTA
ROOFING & WATERPROOFING
Lic. 993536
Main Line (855) 523-ROOF
(523-7663)
8515 Arjons Drive, Suite K
San Diego, CA 92126
Local: (858) 256-7663
Fax: (858) 256-7660
www.altaroofinginc.com

PROPOSAL

Date: 07/31/2017
Job: WO #818

Customer	Jobsite
San Ysidro School District 4350 Otay Mesa Rd San Diego, CA 92173-1685	Otay Mesa Middle School 4345 Otay Mesa Rd San Diego, CA 92173

Specification(s): San Ysidro Middle School-4345 Otay Mesa Rd 92173

Alta Roofing & Waterproofing proposes to furnish all materials and perform all labor necessary to complete the following: **Proposal applies to 1 (one) building located at project address listed above.**

Inspected interior and found water damage.
Leaks are occurring near the front door areas.
Inspected roof surface, roof is a standing seams metal roof.
Condition is fair, repairs are needed.

1. All stored materials to be removed from roof before roof repairs can begin. Stored materials on roof subsequent to leak repairs would invalidate any workmanship warranty, expressed or implied.
2. Remove old caulking from metal side laps.
3. Remove sheet metal screws from side laps.
4. Clean over metal seams with wire brush and install double sided 4" self adhesive tape over side laps
5. Install new sheet metal screws and new neoprene washers.
6. Inspect and seal turn ups near wall and seal field metal seams.
7. Furnish and install water proofing sealant.
8. Remove all roof top debris from roof surface.
9. Remove and haul away all debris caused by roofing.
10. Payment to be 100% upon completion.

PRICE	$9,800.00

Price Subject To Change 30 Days From Bid Date Unless Renewed

Warranty:

Provide Owner With A 2(Two) Callbacks in 1(One) Year Alta Roofing & Waterproofing Workmanship Warranty Over Repair Area(s) Only.

ALTA
ROOFING & WATERPROOFING
Lic. 993536
Main Line (855) 523-ROOF
(523-7663)
8515 Arjons Drive, Suite K
San Diego, CA 92126
Local: (858) 256-7663
Fax: (858) 256-7660
www.altaroofinginc.com

- Interest of 1 ½% per month will be charged on delinquent accounts.
- Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.
- All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
- If not done by the owner, or others, we shall raise, move, or lift objects on the roof, but we assume no responsibility for the operation of or damage to conduits, signs, skylights, air conditioners, TV antennas, satellite dishes, guide wires, A/C units and condensing pipes, or other objects on the roof, where it becomes necessary to raise, move, or lift objects in order to properly apply the roof.
- Satellite dishes and Solar heating equipment: If necessary, it is owner's responsibility to disconnect, and reinstall this equipment.
- That the Roofing Contractor will not be liable for damage to any part of the interior or exterior of any building (including, but not limited to, mold, asbestos, mildew, etc.) or to contents thereof, which may arise from leaks of any nature either before, during, or after the performance by Roofing Contractor of any work thereon. Should leaks occur, if due to faulty materials or workmanship, necessary repairs will be made to Roof without cost to owner, during period of guarantee.
- ARBITRATION PROVISION: On the demand of any interested party any controversy or claim arising out of or relating to this contract or its interpretation, its performance or nonperformance, or any breach thereof, including, but not limited to an attempt to void this agreement in whole or in part by any claim of fraud, recession or revocation, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator (s) may be entered in any Court having jurisdiction thereof. This agreement to arbitrate is separable and enforceable from any other cause or requirement contained therein
- Warranty void by earthquake, tornado, or other act of God or by non-payment of contract amount specified in contract.
- Roof disposal does not include removal of asbestos material - this must be accomplished by a licensed asbestos removal company at the sole cost of the owner.
- Owner responsible to install fire detection system. For information regarding exact equipment and location contact your local fire department
- You are required to perform routine maintenance on the roofing system to keep the coverage of the warranty intact.
- This proposal does not include any labor or material for existing dry rot / termites' damages. If damage is found an additional repair fee will be charged.
- We cannot be responsible for any other waterproofing systems (i.e.) windows, doors, chimney cap, planters, stucco walls, etc.).
- In the state of California if you're making **alterations or additions valued at $10,000 or more**, installing an automatic earthquake gas shut-off valve is mandatory by law.
- Due the continuous settling of the structure, deflecting areas can be found on the substrate. It is owner's responsibility to correct any deflections that may create ponding conditions. ALTA will attempt to identify and correct visible ponding areas but no warranty is expressed or implied that all the ponding areas will be eliminated.
- Unless otherwise provided herein, payment schedule to be as follows…
  - 10% upon signing contract
  - 40% upon delivery of material
  - 40% upon substantial completion
  - 10% upon final completion
- Any controversy or claim arising out of or relating to this contract or its interpretation, its performance or nonperformance, or any breach thereof, including, but not limited to an attempt to void this agreement in whole or in part by any claim of fraud, recession or revocation, prevailing party shall be entitled to attorney's fees and costs.

Approved By:

PRINT NAME

SIGNATURE



Joseph Anthony De La Cruz

Alta Roofing & Waterproofing

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH STANLEY CONVERGENT SECURITY SOLUTIONS, INC.

BACKGROUND INFORMATION:
Stanley Convergent Security Solutions, Inc. has been providing services to all of our District sites for the past several years. Their services include the installation, repairs, and monitoring of the security systems.

Due to the renovations at La Mirada and Smythe Schools, it was imperative that new systems be installed to include Fire Monitoring and Inspections, Cell Back Up Service and Burglary Intrusion Control for the next five years. The cost implication for 2017-18 is estimated at: La Mirada $7,775.00 and for Smythe $8,075.00 as reflected below and thereafter, only the monthly service fees will apply.

La Mirada	Fire Monitoring and Inspections	Fire Cell Back Up	Burglary Intrusion Control	Intrusion Cell Back Up
Installation & Equipt.	$1,330.00	$1,040.00	$1,269.00	$1,040.00
Service per year	$1,800.00	$96.00	$720.00	$480.00
La Mirada Estimated Totals:	$3.130.00	$1,136.00	$1,989.00	$1,520.00
Smythe	Fire Monitoring and Inspections	Fire Cell Back Up	Burglary Intrusion Control	Intrusion Cell Back Up
Installation & Equipt.	$1,330.00	$1,040.00	$1,269.00	$1,040.00
Service per year	$2,100.00	$96.00	$720.00	$480.00
Smythe Estimated Totals:	$3,430.00	$1,136.00	$1,989.00	$1,520.00

RECOMMENDATION:
Approve/Ratify the 5-year Installation and Service Agreements with Stanley Convergent Security Solutions, Inc. for La Mirada and Smythe Elementary Schools at an estimated contract cost of $41,794.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

ESTIMATED $41,794.00 (Amount)

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

(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

STANLEY CONVERGENT SECURITY SOLUTIONS

LA MIRADA

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 22ND DAY OF AUGUST, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR LA MIRADA ELEMENTARY AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: LA MIRADA ELEMENTARY - Fire Monitoring and Inspections
Quote: Q-00858117
Investment Type: Takeover

System Information

Fire	☑	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☐	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	Payment for Permits & Fees	Payment for Plan Submittals
Access to Device Locations	Any Add'l Devices Req'd by Local AHJ	RJ31x Phone Jacks or dedicated lines
Aux'ry relays for Fire / sup'ory Devices		

Existing Equipment

Quantity	Description
1	STANLEY SECURITY WILL MONITOR AND INSPECT THE EXISTING NOTIFIER FIRE CONTROL PANEL AT STANLEY CENTRAL STATION
8	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 8 PULL STATIONS
12	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 12 RELAYS
104	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 104 HEAT DETECTORS
121	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 121 SMOKE DETECTORS
4	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 1 CONTROL PANEL AND 3 MODULES

Services

Selected or Quantity	Service Name	Service Description

License Information (as of 10/03/2016): AK 1003300; 104891; AL 868, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830, 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4986; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446, CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.REV (2016.10.03) Q-00858117

Services

X	Fire Alarm & Sprinkler Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY A FIRE ALARM DETECTION DEVICE. PNC WILL NOTIFY THE FIRE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION, 24-HOUR AUTO DIALER TEST AND BASIC EDATAMANAGER.
X	24 Hour Auto Dialer Testing	(NON-FIRE ALARM SYSTEMS) ON ALARM CONTROLS, A 24-HOUR AUTO DIALER TEST IS PROGRAMMED TO AUTOMATICALLY SEND A TEST SIGNAL TO PNC TO VERIFY THE CONTROL S COMMUNICATION STATUS. WHEN AN AUTO DIALER TEST SIGNAL IS NOT RECEIVED, PNC NOTIFIES THE CUSTOMER.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FEE PER SITE & PANEL - FREE FOR EVERYONE.
249	Annual Fire Test & Inspections	SCHEDULED TESTS AND INSPECTIONS ON FIRE ALARM SYSTEM. THE SCHEDULED APPOINTMENTS INCLUDE A VISUAL INSPECTION OF DEVICES, OPERATIONAL TEST OF SYSTEM COMPONENTS AND VERIFICATION OF COMMUNICATION LINK. TESTS AND INSPECTIONS ARE DOCUMENTED AND PROVIDED FOR CUSTOMER RECORDS. INCLUDES ACCESS TO THE PNC TAC - TECHNICAL ASSISTANCE CENTER (24X7). SYSTEM REPAIR, EQUIPMENT REPLACEMENT AND LIFT RENTALS ARE EXCLUDED.
1	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS.
		THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

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STANLEY SECURITY WILL MONITOR AND INSPECT THE EXISTING NOTIFIER FIRE CONTROL PANEL AT STANLEY CENTRAL STATION
INSPECTIONS WILL BE DONE ON AN ANNUAL BASIS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 8 PULL STATIONS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 12 RELAYS
STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 104 HEAT DETECTORS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 121 SMOKE DETECTORS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 1 CONTROL PANEL AND 3 MODULES

INSTALLATION IS COMPLETE AND THIS PROJECT IF FOR THE MONITORING OF THE FIRE SYSTEM

Investment Type: Stanley Takeover

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Takeover
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

Prices do not include taxes

Total Installation Price*:	$1,330.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	
Monthly Service Charges	
Total Monthly Fee:*	$150.00 USD
Payment Frequency:	*Monthly in Advance*

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Installation and Service Agreement

No. Q-00858117

This Agreement is made and entered into this 22nd day of August 2017 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, Indiana, 46037, hereinafter referred to as "SCSS" and LA MIRADA ELEMENTARY, hereinafter referred to as "Customer".

1. **System and Service**

   ☑ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule.")

   ☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months (5 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $1,330.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows: 0

         c. $0.00 upon completion of the installation

      ii. $150.00 for services per month, as described in the Schedule of Service and Protection, payable ☑ monthly ☐ quarterly ☐ semi-annually or ☐ annually, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months (1 Year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months (1 Year) period. If SCSS increases the basic monthly charge in any year by an amount greater than Zero percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT,INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding

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holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **Miscellaneous Charges and Increase in Charges**

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. **Further Obligations of Customer**

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. **Further Obligations of SCSS; Limitations**

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48582; AZ ROC204975; AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600; CA 849019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830, 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277, 61931; MA 7129C; MD 107-1828, 259, MI 5103306, 3801205772; MN TS01233; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FALV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave. Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423, 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53899-5 BOK 953; OR 161567, PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180, 1540, 1448, 1650, 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) O-00858117

B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses,

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damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. **Severability and Savings**
In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Trial by Jury**
Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: LA MIRADA ELEMENTARY
STANLEY Authorized Manager (Sign)	Customer (Sign)
STANLEY Authorized Manager (Print)	Customer (Print) Arturo Sanchez Macias
Security Representative (Sign)	Title Deputy Superintendent
Security Representative (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300; 104891: AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388. 48682. AZ ROC204975: AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600: CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services. Dept. of Consumer Affairs, Sacramento, CA 95814: CT ELC.0184651-L5: DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274: KY 338; LA F1162; F875; F1277; 61931: MA 7129C: MD 107-1828; 259; MI 5103306; 3601205772: MN TS01238: MS 19207-SC; 15024172: MT FPL-BEL-000132: NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320: NJ 1074485; 659423; 34BF00017200: NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State: OH 53899-3612; OK 963; OR 161567: PA 032736: RI 9448A; TSC 4996; AC-004956 SC FAC3387: BAC5501: TN 1180; 1540; 1448, 1650; 1446; CE-D 65526; TX ACR2639; ECR1821; B02140: UT 5704066-6501: VA 2705-087235A, 11-5481 WA STANLCSS25MZ, WV 045298: WI 969322: WY LV-G-23879. REV (2016.10.03) O-00858117

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	FIRE MONITORING AND INSPECTIONS	FIRE MONITORING AND INSPECTIONS	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 23RD DAY OF AUGUST, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR LA MIRADA ELEMENTARY AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: LA MIRADA ELEMENTARY - Fire - Cell Back Up
Quote: Q-00858707
Investment Type: Customer Owned

System Information

Fire	☑	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☐	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	Access to Device Locations	

Equipment

Quantity	Part Number	Description
1	IPGSM-4G	IP/4G COMM.DUAL PRIMARY,UL
1	PS1270F1	12V 7AMP BATTERY

Services

Selected or Quantity	Service Name	Service Description
X	GSM Cellular Basic - Fire	(ALARMNET GSM SERVICE - HONEYWELL GSMV COMMUNICATOR - DAILY SUPERVISION) UTILIZES A GSM DIGITAL CELLULAR CONNECTION AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC. THE ALARMNET GSM TRANSMITS ALL ZONES FOR VISTA PANELS; GENERAL ALARM AND SUPERVISORY CONDITIONS FOR ALL OTHER PANELS. PROVIDES SUMMARY ALARM COMMUNICATION ONLY FOR AUDIO VERIFICATION SYSTEMS. THIS SERVICE INCLUDES MONTHLY CELLULAR FEES AND DAILY SUPERVISION TEST. EXCLUDES THE CELLULAR EQUIPMENT. ONLY OFFERED WHERE GSM SERVICE IS AVAILABLE.

Equipment Notes

License Information (as of 10/03/2016): AK 1003300, 104891; AL 886, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600. CA 848019 C10, C28, LCO5911, ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772, GA 439701, IA AC-211, ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931, MA 7129C; MD 107-1828; 259; MI 5103306, 3601265772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132, NC 23471 SP-FA/LV 1851-[illegible] Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423; 34BF00017200; NM 374554, NV F400, F401; 0071024; 0078001, NY 12000293169, Licensed by NYS Dept. of State; OH [illegible] OK 953, OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501, TN 1180; 1540; 1448; 1650; 1446; CE.D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481, WA STANLCS925IJZ; WV 045298; WI 969322, WY LV-G-23879. REV (2016.10.03) Q-00858707

Theory of Operation

STANLEY SECURITY WILL INSTALL THE CELL BACK UP FOR THE EXISTING FIRE SYSTEM COMMUNICATION TO STANLEY CENTRAL STATION

STANLEY SECURITY WILL INSTALL THE FOLLOWING EQUIPMENT:

(1) IP/4G COMM.DUAL PRIMARY,UL

(1) 12V 7AH SLA BATTERY F1

ALL FIRE DEVICES WILL BE TESTED, PROGRAMMED AND COMMISSIONED WITH THE CELL BACK UP COMMUNICATION

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Add/Upgrade
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*:	$1,040.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	$1,040.00
Monthly Service Charges	
*Total Monthly Fee**:	$8.00 USD
Payment Frequency:	*Monthly in Advance*

STANLEY Convergent Security Solutions, Inc.	Customer: LA MIRADA ELEMENTARY
STANLEY Authorized Manager (Sign)	**Customer (Sign)**
STANLEY Authorized Manager (Print)	**Customer (Print)** Arturo Sanchez Macias
Security Representative (Sign)	**Title** Deputy Superintendent
Security Representative (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388. 48582; AZ ROC204975; AR 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600. CA 848019 - C10, C28, LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015630; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL BEL-000132; NC 23471 SP-FA/LV; 18[illegible] Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320. NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400, F401; 0071024; 0078001; NY 12000293169. Licensed by NYS Dept. of State; [illegible]; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4998; AC 004956; SC FAC3387; BAC5501; TN 1180; 1540; 1148; 1650; 1446; CE D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00858707

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	CELL BACK UP	CELL BACK UP	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 28TH DAY OF AUGUST, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR LA MIRADA ELEMENTARY AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: LA MIRADA ELEMENTARY - Intrusion - Takeover
Quote: Q-00859866
Investment Type: Takeover

System Information

Fire	☐	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☑	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	All Conduit w/ Pull Strings	Network Connectivity
Access to Device Locations		

Existing Equipment

Quantity	Description
0	STANLEY SECURITY WILL MONITOR THE EXISTING VISTA BURGLARY INTRUSION CONTROL PANEL AT STANLEY CENTRAL STATION
0	THE STANLEY TECHNICIAN WILL TEST AND SEND SIGNALS TO STANLEY SECURITY CENTRAL STATION
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 1 - 8 MOTION SENSORS
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 2 - 8 MOTION SENSORS
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 3 - 17 MOTION SENSORS
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 4 - 9 MOTION SENSORS

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND BASIC EDATAMANAGER.

License information (as of 10/03/2016): **AK** 1003,100 104891 **AL** 888 1278, 1322 1472 Complaints may be directed to Alabama Electronic Security Board of Licensure 7956 Vaughn Rd Montgomery, AL 36116 (334) 264-9388 48682 **AZ** ROC204975 **AR** 0329770517 CMPY 0001911 Regulated by Arkansas Bd of Private Investigators and Private Security Agencies #1 State Police Plaza Dr Little Rock AR 72209 (501) 618-8600 **CA** 848019 C10, C26, LCO5811 ACO6055 Alarm company operations are licensed and regulated by the Bureau of Security & Investigative Services Dept of Consumer Affairs Sacramento, CA 95814 **CT** ELC.0184651-L5 **DE** 04-158 FAL-0001 **FL** EF0000772 **GA** 439701 **IA** AC-211 **ID** 015836, 022726 AA-4 **IL** 127001274; **KY** 338, **LA** F1162, F875 F1277 61931 **MA** 7129C **MD** 107-1828 259 **MI** 5101306 3601205772 **MN** TS01236 **MS** 19207-SC 15024172 **MT** FPL-BFL 000132 **NC** 23471 SP-FA(L)V 1839 CSA Alarm Systems Licensing Bd. 3901 Glenwood Ave Ste 200 Raleigh NC 27612 (919)788-5320 **NJ** 1074485 659423 34BF00017200 **NM** 374554 **NV** F400 F401 0071024 0076001 **NY** 12000299169, Licensed by NYS Dept of State **OH** 53-89 1512 **OK** 953 **OR** 161567 **PA** 032736; **RI** 94-48A, TSC 4996 AC 004956 **SC** FAC3367 BAC5501 **TN** 1180 1540 1448 1650 1446 CE-D 65528 **TX** ACR7639, ECR1621 B02140 **UT** 5704066-6501, **VA** 2705-087225A, 11-5481 **WA** STANLCS928MZ **WV** 045286 **WI** 869327 **WY** LV-G-23879 REV (2016.10.03) C-00859866

Services		
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FEE PER SITE & PANEL - FREE FOR EVERYONE.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	eServices Team Edition	ESERVICES TEAM EDITION - ADVANCED REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 3 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL ACCOUNTS) - FEE PER SITE & PANEL

Equipment Notes

License Information (as of 10/03/2016) AK 1003300; 104891 AL 888 1276 1322 1472 Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd Montgomery AL 36116 (334) 264-9388; 48682 AZ ROC204975 AR 0329770517 CMPY 0001911 Regulated by Arkansas Bd of Private Investigators and Private Security Agencies #1 State Police Plaza Dr Little Rock, AR 72209 (501) 618-8600 CA 848019 C10 C28 LCO5911 ACO6055 Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept of Consumer Affairs Sacramento CA 95814 CT ELC.0164651-L5 DE 04-158 FAL-0001 FL EF0000772 GA 439701 IA AC-211 ID 015830-022726 AA-4 IL 127001274; KY 338, LA F1162, F875, F1277 61931 MA 7129C MD 107-1828 259 MI 5103396 3601205772 MN TS01236 MS 19207-SC 15024172 MT FPL-BEL-000132 NC 23471-SP-FA/LV 1839-CSA Alarm Systems Licensing Bd 4901 Glenwood Ave Ste 200 Raleigh NC 27612 (919)788-5320 NJ 1074465 658423 34BF00017200 NM 374554 NV P400 F401, 0071024 0078001 NY [illegible] Licensed by NYS Dept of State OH 53-89 1512; OK 955-OR 161567 PA 032736 RI 9448A; TSC 4996 AC-004956 SC FAC3387 BAC5501 TN 1180 1540 1448 1650 1446 CE.D 65528 TX ACR7639 ECR1621 802140 UT 5704068-6501 VA 2705-087235A 11 5481 WA STANLCS925MZ; WV 045298 WI 969322 WY LV G-23578.REV (2016.10.03) Q-00859866

Theory of Operation

STANLEY SECURITY WILL MONITOR THE EXISTING VISTA BURGLARY INTRUSION CONTROL PANEL AT STANLEY CENTRAL STATION

THE STANLEY TECHNICIAN WILL TEST AND SEND SIGNALS TO STANLEY SECURITY CENTRAL STATION

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 1 - 8 MOTION SENSORS

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 2 - 8 MOTION SENSORS

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 3 - 17 MOTION SENSORS

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 4 - 9 MOTION SENSORS

ALL CODES WILL BE PROGRAMMED AT STANLEY CENTRAL STATION AND AUTHORIZED REPS WILL BE ABLE TO ACCESS THE ACCOUNT AND CODES THROUGH ESERVICES

Investment Type: Stanley Takeover

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Takeover
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

Prices do not include taxes

Total Installation Price*:	$1,269.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	
Monthly Service Charges	
Total Monthly Fee:*	$60.00 USD
Payment Frequency:	*Monthly in Advance*

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Installation and Service Agreement

No. Q-00859866

This Agreement is made and entered into this 28th day of August 2017 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, Indiana, 46037, hereinafter referred to as "SCSS" and LA MIRADA ELEMENTARY, hereinafter referred to as "Customer".

1. **System and Service**

   ☑ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

   ☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months (5 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $1,269.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows: 0

         c. $0.00 upon completion of the installation

      ii. $60.00 for services per month, as described in the Schedule of Service and Protection, payable ☑ monthly ☐ quarterly ☐ semi-annually or ☐ annually, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months (1 Year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months (1 Year) period. If SCSS increases the basic monthly charge in any year by an amount greater than Zero percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT,INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT. FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding

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holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.
DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increase in Charges

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. Further Obligations of SCSS; Limitations

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

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B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses,

License Information (as of 10/03/2016): AK 1003300 104891; AL 888 1278 1322 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure 7956 Vaughn Rd. Montgomery, AL 36116 (334) 264-9388; 48692; AZ ROC204975; AR 03297705 17 CMPY 0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618 8600. CA 946019 C10 C28 LCD5911 ACO6056 Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT ELC.0184651 L5 DE 04 158 FAL 0001 FL EF0000772 GA 439701 IA AC-211 ID 015830; 032726 AA-1 IL 127001274 KY 338 LA F1162 F875 F1277 61931; MA 7129C; MD 107-1828; 259 MI 5103306; 3601205772 MN TS01235; MS 19207-SC 15024172 MT FPL BEL 000132 NC 23471 SP FA/LV 18 [illegible] Systems Licensing Bd. 4901 Glenwood Ave Ste 200 Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423 34BF00017200; NM 374554; NV F400; F401 0071024; 0078001 NY 12000293169. Licensed by NYS Dept of State OH 50-69 1512 OK 953; OR 161567 PA 032736 RI 3448A; TSC 4996; AC 004956 SC FAC3387; BAC5501; TN 1180 1540 1448; 1650 1446 CE D 65525; TX ACR2639; ECR1621 B02140 UT 5704068-6501; VA 2705 087235A 11-6481; WA STANLCSS*EMZ; WV 045298; WI 369322; WY LW-G-23879 REV (2016.10.03) C-008559866

damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. **Severability and Savings**
In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Trial by Jury**
Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: LA MIRADA ELEMENTARY

STANLEY Authorized Manager (Sign)	**Customer (Sign)**
STANLEY Authorized Manager (Print)	**Customer (Print)**
Security Representative (Sign)	**Title**
Security Representative (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300, 104891; AL 868, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517, CMPY 0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 846019, C10, C28; LCO5911, ACC6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651 L5; DE 04-156; FAL 0001; FL EF0000772; GA 439701; IA AC.211, ID 015820, 022726 AA 4; IL 127001274; KY 338; LA F1162, F875, F1277, 61931; MA 7129C; MD 107.1828; 259; MI 5103306, 3601205772; MN TS01235; MS 15207-SC, 15024172; MT EPI, BEL 000132; NC 23471 SP-FA/LV, 18[illegible] Systems Licensing Bd, 4001 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919) 788-5320; NJ 1074485, 659423, 34BF00017200; NM 374554; NV F400, F401; 0071024; 0078001; NY 12000293762; Licensed by NYS Dept of State, 2[illegible] OK 953, OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180, 1640, 1448, 1650, 1446; CE-D 65526; TX ACR2639, ECR1821, B02140; UT 5704068-6501; VA 2705.087235A, 11 5361; WA STANLCSI*257; WV 045296; WI 969322; WY LV-S-23879. REV (2016.10.03) C-00659656

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	BURGLARY INTRUSION SYSTEM	BURGLARY INTRUSION SYSTEM	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 5TH DAY OF SEPTEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR LA MIRADA ELEMENTARY AT 222 AVENIDA DE LA MADRID, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: LA MIRADA ELEMENTARY - Intrusion -Cell Back Up
Quote: Q-00861485
Investment Type: Customer Owned

System Information

Fire	☑	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☐	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	Access to Device Locations	

Equipment

Quantity	Part Number	Description
1	TG7V0004	TELGUARD TG7 CELLULAR ALARM COMMUNICATOR; UL LISTED; COMMERCIAL BURGLARY & RESIDENTIAL USE
1	PS1270F1	12V 7AMP BATTERY

Services

Selected or Quantity	Service Name	Service Description
X	GSM Cellular Advanced - Intrusion	(TELLULAR SERVICE - TELLULAR TG7 COMMUNICATOR - 5 MINUTE SUPERVISION) UTILIZES A GSM DIGITAL CELLULAR CONNECTION AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC. TELLULAR COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. THIS SERVICE INCLUDES MONTHLY CELLULAR FEES AND 5 MINUTE SUPERVISION TEST. EXCLUDES THE CELLULAR EQUIPMENT. ONLY OFFERED WHERE GSM SERVICE IS AVAILABLE. PROVIDES SUMMARY ALARM COMMUNICATION ONLY FOR AUDIO VERIFICATION SYSTEMS.

Equipment Notes

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162, F875, F1277, 61931; MA 7129C; MD 107-1828, 259; MI 5103306, 3601205772; MN TS01238; MS 19207-SC, 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV, 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423, 34BF00017200; NM 374554; NV F400, F401, 0071024, 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387, BAC5501; TN 1180, 1540, 1448, 1650, 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLSS825M2; WV 045298; WI 969322; WY LV-G-23879, REV (2016.10.03) Q-00861485

Theory of Operation

STANLEY SECURITY WILL INSTALL THE CELL BACK UP FOR THE EXISTING INTRUSION SYSTEM COMMUNICATION TO STANLEY CENTRAL STATION

STANLEY SECURITY WILL INSTALL THE FOLLOWING EQUIPMENT:

(1) TEL GUARD 7 CELL BACK UP

(1) 12V 7AH SLA BATTERY F1

ALL INTRUSION DEVICES WILL BE TESTED, PROGRAMMED AND COMMISSIONED WITH THE CELL BACK UP COMMUNICATION

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Add/Upgrade
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*:	$1,040.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	$1,040.00
Monthly Service Charges	
Total Monthly Fee:*	$40.00 USD
Payment Frequency:	*Monthly in Advance*

STANLEY Convergent Security Solutions, Inc. Customer: LA MIRADA ELEMENTARY

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

Security Representative (Sign)

Title

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162, F875, F1277, 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400, F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650, 1446, CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANCS*763MZ; WV 045298; WI 969322; WY LV-G-23879, REV (2016.10.03) Q-00861485

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	CELL BACK UP	CELL BACK UP	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

STANLEY CONVERGENT SECURITY SOLUTIONS

SMYTHE

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 22ND DAY OF AUGUST, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR SMYTHE ELEMENTARY AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: SMYTHE ELEMENTARY - Fire - Monitoring and Inspections
Quote: Q-00858144
Investment Type: Takeover

System Information

Fire	☑	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☐	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	Payment for Permits & Fees	Payment for Plan Submittals
Access to Device Locations	Any Add'l Devices Req'd by Local AHJ	RJ31x Phone Jacks or dedicated lines
Aux'ry relays for Fire / sup'ory Devices		

Existing Equipment

Quantity	Description
1	STANLEY SECURITY WILL MONITOR AND INSPECT THE EXISTING NOTIFIER FIRE CONTROL PANEL AT STANLEY CENTRAL STATION
8	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 8 PULL STATIONS
11	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 11 RELAYS
130	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 130 HEAT DETECTORS
161	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 161 SMOKE DETECTORS
7	STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 1 CONTROL PANEL AND 6 MODULES

Services

Selected or Quantity	Service Name	Service Description

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322, 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875, F1277, 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave. Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 107-4485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446, CE-D 65528; TX ACR2639; ECR1621; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879.REV (2016.10.03) Q-00858144

Services		
X	Fire Alarm & Sprinkler Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY A FIRE ALARM DETECTION DEVICE. PNC WILL NOTIFY THE FIRE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1-800 TOLL-FREE SIGNAL TRANSMISSION, 24-HOUR AUTO DIALER TEST AND BASIC EDATAMANAGER.
X	24 Hour Auto Dialer Testing	(NON-FIRE ALARM SYSTEMS) ON ALARM CONTROLS, A 24-HOUR AUTO DIALER TEST IS PROGRAMMED TO AUTOMATICALLY SEND A TEST SIGNAL TO PNC TO VERIFY THE CONTROL S COMMUNICATION STATUS. WHEN AN AUTO DIALER TEST SIGNAL IS NOT RECEIVED, PNC NOTIFIES THE CUSTOMER.
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FEE PER SITE & PANEL - FREE FOR EVERYONE.
317	Annual Fire Test & Inspections	SCHEDULED TESTS AND INSPECTIONS ON FIRE ALARM SYSTEM. THE SCHEDULED APPOINTMENTS INCLUDE A VISUAL INSPECTION OF DEVICES, OPERATIONAL TEST OF SYSTEM COMPONENTS AND VERIFICATION OF COMMUNICATION LINK. TESTS AND INSPECTIONS ARE DOCUMENTED AND PROVIDED FOR CUSTOMER RECORDS. INCLUDES ACCESS TO THE PNC TAC - TECHNICAL ASSISTANCE CENTER (24X7). SYSTEM REPAIR, EQUIPMENT REPLACEMENT AND LIFT RENTALS ARE EXCLUDED.
1	Technical Assistance Center Support	PNC PROVIDES 24X7 TELEPHONE TECHNICAL SUPPORT. PNC TECHNICAL SPECIALISTS ARE AVAILABLE OVER THE TELEPHONE TO ASSIST CUSTOMERS WITH TROUBLESHOOTING, PANEL PROGRAMMING AND SYSTEM OPERATIONS ON MOST SYSTEM CONTROLS.
		THIS SERVICE IS PROVIDED ON MOST INTRUSION ALARMS, FIRE ALARMS AND CCTV DVR/VCR CONTROLS. PRICE PER LOCATION.

Equipment Notes

Theory of Operation

License Information (as of 10/03/2015): AK 1003300; 104891; AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3501205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave. Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501. TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-037235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879,REV (2015.10.03) O-00858144

STANLEY SECURITY WILL MONITOR AND INSPECT THE EXISTING NOTIFIER FIRE CONTROL PANEL AT STANLEY CENTRAL STATION
INSPECTIONS WILL BE DONE ON AN ANNUAL BASIS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 8 PULL STATIONS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 11 RELAYS
STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 130 HEAT DETECTORS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 161 SMOKE DETECTORS

STANLEY SECURITY AND NOTIFIER REP WILL PROGRAM AND COMMISSION THE FOLLOWING FIRE DEVICES - 1 CONTROL PANEL AND 6 MODULES

INSTALLATION IS COMPLETE AND THIS PROJECT IF FOR THE MONITORING OF THE FIRE SYSTEM

Investment Type: Stanley Takeover

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Takeover
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

Prices do not include taxes

Total Installation Price*:	$1,330.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	
Monthly Service Charges	
Total Monthly Fee:*	$175.00 USD
Payment Frequency:	*Monthly in Advance*

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Installation and Service Agreement

No. Q-00858144

This Agreement is made and entered into this 22nd day of August 2017 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, Indiana, 46037, hereinafter referred to as "SCSS" and SMYTHE ELEMENTARY, hereinafter referred to as "Customer".

1. **System and Service**

   ☑ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

   ☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 1880 SMYTHE AVE, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months (5 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $1,330.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows: 0

         c. $0.00 upon completion of the installation

      ii. $175.00 for services per month, as described in the Schedule of Service and Protection, payable ☑ monthly ☐ quarterly ☐ semi-annually or ☐ annually, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months (1 Year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months (1 Year) period. If SCSS increases the basic monthly charge in any year by an amount greater than Zero percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT,INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding

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holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW; SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **Miscellaneous Charges and Increase in Charges**

   A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

   B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

   C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

   D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

   E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

   F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

   G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. **Further Obligations of Customer**

   A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

   B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

   C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

   D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

   E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

   F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

   G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

   H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

   I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

   J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

   K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

   L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. **Further Obligations of SCSS; Limitations**

   A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

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B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account, or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses,

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd, Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306, 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53894512QK; 53 OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00858144

damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. **Severability and Savings**
In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Trial by Jury**
Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SMYTHE ELEMENTARY
STANLEY Authorized Manager (Sign)	Customer (Sign)
STANLEY Authorized Manager (Print)	Customer (Print) Arturo Sanchez Macias
Security Representative (Sign)	Title Deputy Superintendent
Security Representative (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48882; AZ ROC204975; AR 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828, 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423; 34BF00017200; NM 374554; NV F400; F401, 0071024, 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53889-15125; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-097235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879, REV (2016.10.03) O-00858144

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	FIRE MONITORING AND INSPECTIONS	FIRE MONITORING AND INSPECTIONS	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 23RD DAY OF AUGUST, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR SMYTHE ELEMENTARY AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: SMYTHE ELEMENTARY - Fire - Cell Back Up
Quote: Q-00858704
Investment Type: Customer Owned

System Information

Fire	☑	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☐	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	Access to Device Locations	

Equipment

Quantity	Part Number	Description
1	IPGSM-4G	IP/4G COMM.DUAL PRIMARY,UL
1	PS1270F1	12V 7AMP BATTERY

Services

Selected or Quantity	Service Name	Service Description
X	GSM Cellular Basic - Fire	(ALARMNET GSM SERVICE - HONEYWELL GSMV COMMUNICATOR - DAILY SUPERVISION) UTILIZES A GSM DIGITAL CELLULAR CONNECTION AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC. THE ALARMNET GSM TRANSMITS ALL ZONES FOR VISTA PANELS; GENERAL ALARM AND SUPERVISORY CONDITIONS FOR ALL OTHER PANELS. PROVIDES SUMMARY ALARM COMMUNICATION ONLY FOR AUDIO VERIFICATION SYSTEMS. THIS SERVICE INCLUDES MONTHLY CELLULAR FEES AND DAILY SUPERVISION TEST. EXCLUDES THE CELLULAR EQUIPMENT. ONLY OFFERED WHERE GSM SERVICE IS AVAILABLE.

Equipment Notes

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264 9388; 48682; AZ ROC204975; AR 0329770517; CMPY 0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28, LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5, DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015630; 022726-AA-4; IL 127001274; KY 338; LA F1162, F875, F1277; 61931; MA 7129C, MD 107-1828, 259; MI 5103306, 3601205772; MN TS01238; MS 19207-SC; 15024172, MT FPL BEL-000132; NC 23471 SP-FA/LV, 183 [illegible] Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423, 34BF00017200; NM 374554; NV F400, F401; 0071024, 0078001; NY 12000293169. Licensed by NYS Dept. of State, [illegible] OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC 004956; SC FAC3387; BAC5501; TN 1180, 1540, 1448, 1650, 1446; CE-D 65528; TX ACR2639, ECR1821, B02140; UT 5704066-6501; VA 2705-087235A, 11-5481; WA STANLCS925MZ; WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00858704

Theory of Operation

STANLEY SECURITY WILL INSTALL THE CELL BACK UP FOR THE EXISTING FIRE SYSTEM COMMUNICATION TO STANLEY CENTRAL STATION

STANLEY SECURITY WILL INSTALL THE FOLLOWING EQUIPMENT:

(1) IP/4G COMM.DUAL PRIMARY,UL

(1) 12V 7AH SLA BATTERY F1

ALL FIRE DEVICES WILL BE TESTED, PROGRAMMED AND COMMISSIONED WITH THE CELL BACK UP COMMUNICATION

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Add/Upgrade
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*:	$1,040.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	$1,040.00
Monthly Service Charges	
*Total Monthly Fee**:	$8.00 USD
Payment Frequency:	*Monthly in Advance*

STANLEY Convergent Security Solutions, Inc.	Customer: SMYTHE ELEMENTARY
	Customer (Sign)
STANLEY Authorized Manager (Sign)	
STANLEY Authorized Manager (Print)	Customer (Print) Arturo Sanchez Macias
Security Representative (Sign)	Title Deputy Superintendent
Security Representative (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388. 48682. AZ ROC204975; AR 0329770517, CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-6600. CA 848019 - C10, C28; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT ELC.0184651-L5. DE 04-158, FAL-0001. FL EF0000772; GA 439701; IA AC-211. ID 015830, 022726-AA-4. IL 127001274; KY 338; LA F1162; F875, F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172. MT FPL-BEL-000132. NC 23471 SP-FALV; 183 Alarm Systems Licensing Bd., 4901 Glenwood Ave. Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024, 0078001. NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1446; 1650; 1446; CE-D 65528. TX ACR2639, ECR1821, B02140. UT 5704068-6501; VA 2705-087235A, 11-54B1; WA STANLCS025MZ; WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00858704

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	CELL BACK UP	CELL BACK UP	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 28TH DAY OF AUGUST, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR SMYTHE ELEMENTARY AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: SMYTHE ELEMENTARY - Intrusion - Takeover
Quote: Q-00859865
Investment Type: Takeover

System Information

Fire	☐	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☑	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	All Conduit w/ Pull Strings	Network Connectivity
Access to Device Locations		

Existing Equipment

Quantity	Description
0	STANLEY SECURITY WILL MONITOR THE EXISTING VISTA BURGLARY INTRUSION CONTROL PANEL AT STANLEY CENTRAL STATION
0	THE STANLEY TECHNICIAN WILL TEST AND SEND SIGNALS TO STANLEY SECURITY CENTRAL STATION
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 1 - 8 MOTION SENSORS
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 2 - 8 MOTION SENSORS
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 3 - 17 MOTION SENSORS
0	THE TECHNICIAN WILL TEST DEVICES IN BUILDING 4 - 9 MOTION SENSORS

Services

Selected or Quantity	Service Name	Service Description
X	Traditional Digital Intrusion Alarm Monitoring	ALARM SIGNAL SENT TO PNC INITIATED BY AN INTRUSION ALARM DETECTION DEVICE. PNC WILL NOTIFY THE POLICE DEPARTMENT AND CUSTOMER WHEN AN ALARM SIGNAL IS RECEIVED. THIS SERVICE INCLUDES 1 AREA OF PROTECTION, 1-800 TOLL-FREE SIGNAL TRANSMISSION, WEEKLY AUTO DIALER TEST AND BASIC EDATAMANAGER.

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery AL 36116 (334) 264-9388; 48687; AZ ROC204975. AR 0329770517; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies #1 State Police Plaza Dr Little Rock AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055 Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services Dept. of Consumer Affairs, Sacramento CA 95814 CT ELC.0154651-L5; DE 04-158; FAL-0001; FL EF0000772 GA 439701 IA AC-211 ID 015830 022726-AA-I IL 127001274; KY 338; LA F1162, F875; F1277, 61931, MA 7129C MD 107-1928; 259 MI 5103396, 3601205772 MN TS01238 MS 19207-SC, 15024172 MT FPL-BEL-000132, NC 23471 SP-FA/LV 1839-CSA, Alarm Systems Licensing Bd 4901 Glenwood Ave. Ste 200 Raleigh, NC 27612 (919)788-5320. NJ 1074495; 659423; 34BF00017200; NM 374554 NV F400, F401 0071024 0078001 NY 12000293169, Licensed by NYS Dept. of State OH 53-89 1512 OK 953; OR 161567, PA 032736; RI 9448A; TSC 4996; AC 004956 SC FAC3387; BAC5501 TN 1180; 1540, 1448, 1650; 1446, CE-D 65528; TX ACR2639; ECR1821, B02140 UT 5704065-6501, VA 2705-087235A 11-5481, WA STANLCS925MZ; WV 045298 WI 969322; WY LV-G-23879.REV (2016 10 03) O 00859865

Services		
1	eServices Core Edition	ESERVICES CORE EDITION - BASIC REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING, BILLING AND ACCOUNT MANAGEMENT, INSTALL/SERVICE - UNLIMITED USERS (SMALL BUSINESS/RESIDENTIAL) - FEE PER SITE & PANEL - FREE FOR EVERYONE.
1	Open / Close Signal Tracking	(NO O/C SCHEDULE REQUIRED) ON AN INTRUSION ALARM, A PROGRAMMED FEATURE THAT TRANSMITS A SIGNAL TO PNC WHEN THE SYSTEM IS ARMED/DISARMED. PNC AUTOMATICALLY LOGS THE TIME & USER NUMBER FOR EACH ARM AND DISARM, BUT TAKES NO ACTION SINCE THERE IS NO OPEN/CLOSE SCHEDULE. THE CUSTOMER HAS THE RESPONSIBILITY OF MANAGING PIN S (PASSCODE, PASSCARD & USER NUMBER).
1	PIN Management By Stanley	ON A MONITORED ALARM SYSTEM, STANLEY MANAGES ALL PERSONAL IDENTIFICATION NUMBERS (PASSCARD, PASSCODE/KEYPAD AND USER NUMBER), USER NAMES AND REMOTELY PROGRAMS THE PASSCODES INTO THE ALARM CONTROL PANEL. PIN MANAGEMENT BY STANLEY ENHANCES ALL OPEN/CLOSE REPORTS BY REPLACING USER NUMBER WITH USER NAME. CUSTOMER INFORMATION IS FIRST UPDATED IN THE PNC MONITORING DATABASE, AND THEN DOWNLOADED TO THE CUSTOMER S LOCAL ALARM CONTROL PANEL VIA A DIAL-UP MODEM OR AVAILABLE TECHNOLOGY. CUSTOMER S ALARM CONTROL PANEL MUST HAVE DOWNLOADABLE CAPABILITY. THIS SERVICE IS RESERVED FOR STANLEY KEY ACCOUNTS.
1	eServices Team Edition	ESERVICES TEAM EDITION - ADVANCED REPORTING - UP TO 1 MONTH OF MONITORING AND SERVICE DATA FOR VIEWING AND ACCESS TO THE 'NOT ARMED' REPORT, UP TO 3 SUBSCRIPTION REPORTS PER USER, METADATA TAGGING FOR GROUPING LOCATIONS, BILLING AND ACCOUNT MANAGEMENT, MONITORING, INSTALL/SERVICE - UNLIMITED USERS(COMMERCIAL ACCOUNTS) - FEE PER SITE & PANEL

Equipment Notes

License Information (as of 10/03/2016): **AK** 1003300, 10489; **AL** 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; **AZ** ROC204975; **AR** 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies. #1 State Police Plaza Dr. Little Rock, AR 72209 (501) 618-8600; **CA** 648019; C10, C28; LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; **CT** ELC.0184651-L5; **DE** 04-158, FAL 0001; **FL** EF0000772; **GA** 439701; **IA** AC-211; **ID** 015830, 022726-AA 4; **IL** 127001274; **KY** 338; **LA** F1162, F675, F1277, 61931; **MA** 7129C; **MD** 107-1828; 259; **MI** 5103306, 3601205772; **MN** TS01235; **MS** 19207-SC, 15024172; **MT** FPL-BEL 000132; **NC** 23471 SP-FAILY, 1839 CSA Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)786-5320; **NJ** 1074485; 659423; 34BF00017200; **NM** 374554; **NV** F400; F401, 0071024, 0076001; **NY** [illegible] Licensed by NYS Dept. of State; **OH** 53-89-1512; **OK** 953; **OR** 161567; **PA** 032736; **RI** 9448A; TSC 4996; AC 004956; **SC** FAC3387; BAC5501; **TN** 1180; 1540; 1448, 1650, 1446; CE-D 65528; **TX** ACR2639, ECR1621; B02140; **UT** 5704068-6501; **VA** 2705-087235A, 11 5481; **WA** STANICS925M2; **WV** 045298; **WI** 869322; **WY** LV-S-23878 REV (2016.10.03) O 00659865

Theory of Operation

STANLEY SECURITY WILL MONITOR THE EXISTING VISTA BURGLARY INTRUSION CONTROL PANEL AT STANLEY CENTRAL STATION

THE STANLEY TECHNICIAN WILL TEST AND SEND SIGNALS TO STANLEY SECURITY CENTRAL STATION

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 1 - 8 MOTION SENSORS

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 2 - 8 MOTION SENSORS

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 3 - 17 MOTION SENSORS

THE TECHNICIAN WILL TEST DEVICES IN BUILDING 4 - 9 MOTION SENSORS

ALL CODES WILL BE PROGRAMMED AT STANLEY CENTRAL STATION AND AUTHORIZED REPS WILL BE ABLE TO ACCESS THE ACCOUNT AND CODES THROUGH ESERVICES

Investment Type: Stanley Takeover

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Takeover
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

Prices do not include taxes

Total Installation Price*:	$1,269.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	
Monthly Service Charges	
*Total Monthly Fee**:	$60.00 USD
Payment Frequency:	*Monthly in Advance*

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Installation and Service Agreement

No. Q-00859865

This Agreement is made and entered into this 28th day of August 2017 between STANLEY Convergent Security Solutions, Inc., with its principal office located at 8350 Sunlight Drive, Fishers, Indiana, 46037, hereinafter referred to as "SCSS" and SMYTHE ELEMENTARY, hereinafter referred to as "Customer".

1. **System and Service**

   ☑ SCSS will sell and install, provide warranty and after-warranty repair service, and/or provide monitoring and other services for the security systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the 'Schedule.")

   ☐ SCSS will install, provide repair service and provide monitoring and the other services for the security systems (individually or collectively the "System" or "SCSS System") described on the attached Schedule. A SCSS System remains the sole and exclusive property of SCSS.

   The System will be installed at the premises of the Customer located at: 1880 SMYTHE AVE, SAN YSIDRO, CA 92173
   Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. **Term, Renewal and Expiration**

   A. This Agreement is effective as of the execution date of this Agreement and for use of the System and services shall have an initial term of 60 Months (5 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for consecutive terms of twelve (12) months, except where prohibited by applicable law in which case the Agreement will renew from month to month, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

3. **Payment and Scope (prices do not include any applicable state and local sales or use tax):**

   A. Payment – Customer agrees to pay SCSS:

      i. $1,269.00 for the price of a Sold System and the installation of the System.

         a. $0.00 upon signing of this Agreement.

         b. Progress payments as follows: 0

         c. $0.00 upon completion of the installation

      ii. $60.00 for services per month, as described in the Schedule of Service and Protection, payable ☑ monthly ☐ quarterly ☐ semi-annually or ☐ annually, in advance commencing from the first (1st) day of the month following the date the system becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the system becomes operative until the first (1st) of the following month.

      iii. SCSS may at any time following the expiration of 12 Months (1 Year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 Months (1 Year) period. If SCSS increases the basic monthly charge in any year by an amount greater than Zero percent, Customer may terminate the Agreement upon written notice to SCSS within fifteen (15) days of notification of such increase.

   B. Services

      i. SCSS will provide the services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair service will be on a time and material basis unless Customer subscribes to a service plan described on the Schedule. Repair services for a SCSS System are described on the Schedule.

4. **Liquidated Damages and SCSS's Limits of Liability**

   A. It is understood and agreed by the parties hereto that SCSS is providing a System and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that SCSS is not liable for losses which may occur in cases of malfunction or nonfunction of any System provided by, or serviced by, SCSS, that SCSS is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to SCSS's negligence or failure of performance; that SCSS is not liable for losses resulting from failure to warn or inadequate training; that SCSS is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that SCSS offers several levels of protection and services and that the System and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.

   B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT,INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CUSTOMER'S DATA, INABILITY OF SCSS TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS OR INURIES TO THIRD PARTIES. THEREFORE IF ARTICLE 4A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR $10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, SCSS'S LIABILITY SHALL BE LIMITED TO $500). THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SCSS'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF SCSS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SCSS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES SCSS TO INCREASE THE AMOUNT OF THE LIABILITY LIMITATION OR LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM SCSS AN ADDITIONAL AMOUNT OF LIMITED LIABILITY OR LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO SCS, SUBJECT TO WRITTEN APPROVAL BY AN AUTHORIZED SCSS REPRESENTATIVE SETTING FORTH SAID TERMS. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH SCSS AS AN INSURER.

   C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS SCSS, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND US BANK EQUIPMENT FINANCE IF US BANK EQUIPMENT FINANCE HAS PROVIDED ANY FUNDS IN RELATION TO THIS AGREEMENT, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY SCSS OF ANY SERVICE, INCLUDING BUT NOT LIMITED TO INSTALLATION, MONITORING, SIGNAL-HANDLING OR NOTIFICATION ASPECTS OF THE SERVICE.

   D. With respect to SCSS owned systems, CUSTOMER EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CUSTOMER BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY SCSS'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

   E. Paragraphs A through D of this Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to SCSS, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, financing, or other services provided hereunder.

   F. LIMITED WARRANTY. [SOLD SYSTEM ONLY]
   SCSS warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at SCSS's sole option, free of charge. Warranty repair is done 8 am–4 pm Monday through Friday, excluding

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holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by SCSS or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of SCSS. If inspection by SCSS fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and SCSS's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL SCSS, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. SCSS MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. **Miscellaneous Charges and Increase in Charges**

A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to SCSS for facilities required for transmission of signals under this Agreement.

B. At SCSS's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either SCSS or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

C. Charges for toll free telephone usage, if selected by Customer, are included in the payment described in paragraph 3(A). SCSS may immediately increase its monthly charges to reflect any increase in charges for toll free service. Customer shall pay any other telephone company toll line charges, including installation.

D. Installation charges set forth in Article 3 assume installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the alarm system are based upon the number of components, type of security and service specified in the Schedule. Should Customer request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at SCSS's initial survey and for delays other than caused by SCSS will be borne by Customer at SCSS's then current rates.

G. SCSS shall charge interest at the rate of 1 ½% per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. SCSS may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. SCSS may charge $25.00 for any NSF check or the maximum permitted by law.

6. **Further Obligations of Customer**

A. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by SCSS, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds SCSS harmless for any claim arising out of the foregoing and that if any work is required to be performed by SCSS, due to Customer's breach of the foregoing obligations, Customer will pay SCSS for such work in accordance with SCSS's then-current prevailing charges.

B. For those premises where SCSS is to provide monitoring, Customer shall furnish SCSS a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish SCSS with an authorized daily and holiday opening and closing schedule.

C. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to SCSS any claimed inadequacy in or failure of the system. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

D. Customer shall permit SCSS access to the premises for any reason arising out of or in connection with SCSS's rights or obligations under this Agreement.

E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of SCSS, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a SCSS owned system.)

F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to SCSS within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.F., Limited Warranty.

G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold SCSS harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from SCSS's inability to recover system components when Customer moves out of the premises.

H. For those premises where SCSS is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with SCSS's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

J. Customer represents that, except to the extent it has given SCSS written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond SCSS's reasonable control and SCSS shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold SCSS and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to SCSS).

K. Customer agrees that SCSS may conduct a credit investigation and review, or provide a copy of the Agreement, or related information to US Bank Equipment Finance for the purpose of evaluating credit. In such event, Customer shall provide, in a timely manner, such financial information as SCSS may request. Customer represents and warrants that all such financial information accurately and completely presents Customer's financial condition as of the date of execution of this Agreement.

L. Customer hereby authorizes SCSS to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Customer's behalf and to file such documents in all places where necessary to perfect SCSS's interest in the equipment. Customer agrees to execute any such instruments as SCSS may request from time to time.

7. **Further Obligations of SCSS; Limitations**

A. SCSS shall not be held responsible or liable for delay in installation of the system or interruption of service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of SCSS, including interruptions in telephone service. SCSS will not be required to perform installation or supply service to Customer while any such cause shall continue.

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B. If Customer has subscribed to monitoring service, the System will be connected to SCSS's monitoring facility (the "Center"). Unless specifically requested otherwise by the Customer and approved by SCSS's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. SCSS and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the system. SCSS reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and SCSS, and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by SCSS, or otherwise comply with such requirements, and an additional fee may apply for such services.

C. If video equipment is installed, it may be integrated into the system and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7B above.

D. Customer understands that, if the system installed is monitored, due to the nature of the method used for communicating alarm signals to SCSS's monitoring center, there may be times when that communication method is not able to transmit signals and SCSS will not receive alarm signals. Digital communicators use standard telephone lines and SCSS does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems or Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that SCSS offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond SCSS's control and are maintained and serviced, solely by the applicable carrier or provider. Customer agrees to reimburse SCSS for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the system from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the system. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify SCSS if Customer has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

E. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not SCSS's agents nor does SCSS assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

F. SCSS shall not be responsible for the replacement of equipment or parts no longer commercially available to SCSS.

G. If an Access Control Preventative Maintenance or Software Support option is selected by Customer, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by SCSS and the OEM, will not be installed by SCSS. In the event the Customer elects to have someone other than SCSS install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by SCSS are excluded from this agreement.

8. Title to the SCSS System; Proprietary Protection

A. Customer acknowledges that the purchase price for the equipment is incorporated into the Total Monthly Fee set forth on the Schedule of Service and Protection and will be paid over the initial Term of the Agreement. Customer therefore agrees that SCSS retains title to the equipment until the full purchase price is paid, which shall be at the expiration of the Initial Term of this Agreement. Provided all payments have been made as required hereunder, title to the equipment will be transferred to Customer upon expiration of the Initial Term of the Agreement. SCSS agrees that upon expiration of the Initial Term, the parties may renegotiate the Total Monthly Fee to reflect payment of the purchase price for the equipment. In the event the Agreement as to the location is terminated prior to the expiration of the Initial Term because the premises and/or the equipment have been destroyed or so substantially damaged that it is commercially impractical for Customer to continue operations at the premises or utilize the equipment, Customer agrees that it must pay SCSS all remaining Total Monthly Fee payments to be made through the scheduled expiration of the initial Term of the Agreement.

B. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this Agreement for a Sold System or a SCSS System, is owned by SCSS, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

A. SCSS may terminate this Agreement immediately upon written notice:

i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate. Customer shall also pay attorney and/or collection fees, defined as an additional thirty-five percent (35%) of the outstanding balance owed, incurred in collecting Customer's account; or

ii. In the event SCSS's Customer Service Center, the telephone lines, wires or SCSS's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or

iii. As provided in Article 2 relating to expiration.

B. Customer may terminate the Agreement:

i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using SCSS-owned equipment, the Customer must pay SCSS all payments remaining to be made under this Agreement through its scheduled expiration; or

ii. As provided in Article 2 relating to expiration and Article 3(A) relating to price increases.

C. Upon termination of this Agreement, Customer shall permit SCSS access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of SCSS first being obtained. SCSS shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the services provided by SCSS. For all losses,

License Information (as of 10-03-2016): AK 1003300 104891 AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682 AZ ROC204975; AR 0329770517; CMPY 0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 946019 C10, C28, LCO5811; ACO6055 Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5, DE 04-158; FAL-0001; FL EF0000772, GA 430701; IA AC-611; ID 015830-022726-AA-4; IL 127001274, KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1628, 259, MI 5103306; 3601205772; MN TS01238; MS 19207-SC, 15024172; MT FPL-BEL-000132, NC 23471 SP-FAMLV 15-0[illegible] Alarm Systems Licensing Bd, 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485, 659423; 34BF00017200; NM 374564; NV F400, F401, 0071024, 0078001; NY 12000293169, Licensed by NYS Dept. of State, OH [illegible]; OK 953, OR 161567, PA 052736; RI 9448A; TSC 4996; AC-004856; SC FAC3367; BAC5501; TN 1150, 1540, 1448, 1650, 1446; CE-D 65528; TX ACR2639, ECR1821, 802140; UT 5704068-6501; VA 2705-057235A, 11-5491; WA STANLCS[illegible]MZ, WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00859865

damage or injury above the limits set forth in paragraph 4B, Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against SCSS. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge SCSS from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SCSS.

12. **Severability and Savings**
In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. **Trial by Jury**
Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. **Choice of Law**
This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law.

15. **Entire Agreement**
It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4 and on the attached Schedule, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of SCSS. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on SCSS until approved and accepted by SCSS or SCSS begins the installation or services as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

STANLEY Convergent Security Solutions, Inc.	Customer: SMYTHE ELEMENTARY

STANLEY Authorized Manager (Sign)	**Customer (Sign)**
STANLEY Authorized Manager (Print)	**Customer (Print)**
Security Representative (Sign)	**Title**
Security Representative (Print)	

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517, CMPY 0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209 (501) 618-8600; CA 946019, C10, C26, LCO5911; ACO6055. Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439704; HI AC-11477; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162, F875; F1277, 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 18[illegible] Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169. Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4096; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650, 1446; CE-D 65529; TX ACR2639, ECR1821; B02140; UT 5700068-6501; VA 2705[illegible]235A, 11-5[illegible]11; WA STANLES[illegible]MZ; WV 045298; WI 989322; WY LV-G-23879. REV (2016.10.03) O-00859865

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	BURGLARY INTRUSION SYSTEM	BURGLARY INTRUSION SYSTEM	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Schedule of Service and Protection

(Equipment & Services)

STANLEY CONVERGENT SECURITY SOLUTIONS, INC. ("SCSS") AGREES ON THIS 5TH DAY OF SEPTEMBER, 2017, TO PROVIDE THE SERVICES DESCRIBED BELOW FOR SMYTHE ELEMENTARY AT 1880 SMYTHE AVE, SAN YSIDRO, CA 92173. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE TERMS SET FORTH IN THE AGREEMENT BETWEEN THE PARTIES. IF SUCH AGREEMENT IS NOT IN EFFECT, THE WORK WILL BE DONE IN ACCORDANCE WITH SCSS'S STANDARD TERMS AND CONDITIONS WHICH CAN BE FOUND AT HTTP://STANLEYCSS.COM/LEGAL/

Solution: SMYTHE ELEMENTARY - Intrusion - Cell Back Up
Quote: Q-00861486
Investment Type: Customer Owned

System Information

Fire	☑	Intercom	☐
Video	☐	Commander	☐
Access	☐	Integrated Solution	☐
Access - Sonitrol	☐	Integrated Solution – Sonitrol	☐
Intrusion – Traditional	☐	Time & Attendance	☐
Intrusion – Audio	☐	Other	☐

Customer to Provide

120 vac Power Outlets	Access to Device Locations	

Equipment

Quantity	Part Number	Description
1	TG7V0004	TELGUARD TG7 CELLULAR ALARM COMMUNICATOR; UL LISTED; COMMERCIAL BURGLARY & RESIDENTIAL USE
1	PS1270F1	12V 7AMP BATTERY

Services

Selected or Quantity	Service Name	Service Description
X	GSM Cellular Advanced - Intrusion	(TELLULAR SERVICE - TELLULAR TG7 COMMUNICATOR - 5 MINUTE SUPERVISION) UTILIZES A GSM DIGITAL CELLULAR CONNECTION AS A COMMUNICATION PATH FOR ALARM SIGNALS TO PNC. TELLULAR COMMUNICATOR TRANSMITS ALARMS AND SUPERVISORY CONDITIONS WITH ZONE AND PANEL SPECIFIC INFORMATION. THIS SERVICE INCLUDES MONTHLY CELLULAR FEES AND 5 MINUTE SUPERVISION TEST. EXCLUDES THE CELLULAR EQUIPMENT. ONLY OFFERED WHERE GSM SERVICE IS AVAILABLE. PROVIDES SUMMARY ALARM COMMUNICATION ONLY FOR AUDIO VERIFICATION SYSTEMS.

Equipment Notes

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPY.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28, LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830, 022726-AA-4; IL 127001274; KY 338; LA F1162, F875, F1277, 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV, 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423, 34BF00017200; NM 374554; NV F400, F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953, OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLSSEMZ*RV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00861486

Theory of Operation

STANLEY SECURITY WILL INSTALL THE CELL BACK UP FOR THE EXISTING INTRUSION SYSTEM COMMUNICATION TO STANLEY CENTRAL STATION

STANLEY SECURITY WILL INSTALL THE FOLLOWING EQUIPMENT:

(1) TEL GUARD 7 CELL BACK UP

(1) 12V 7AH SLA BATTERY F1

ALL INTRUSION DEVICES WILL BE TESTED, PROGRAMMED AND COMMISSIONED WITH THE CELL BACK UP COMMUNICATION

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

Transaction Information: Add/Upgrade
Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*:	$1,040.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	$1,040.00
Monthly Service Charges	
Total Monthly Fee:*	$40.00 USD
Payment Frequency:	*Monthly in Advance*

STANLEY Convergent Security Solutions, Inc. | Customer: SMYTHE ELEMENTARY

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

Security Representative (Sign)

Title

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888, 1278, 1322, 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388. 48682; AZ ROC204975; AR 0329770517; CMPY.0001911. Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600 CA 848019 - C10, C28, LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5 DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162, F875, F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLOS883MZ; WV 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00861486

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	CELL BACK UP	CELL BACK UP	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

Theory of Operation

STANLEY SECURITY WILL INSTALL THE CELL BACK UP FOR THE EXISTING INTRUSION SYSTEM COMMUNICATION TO STANLEY CENTRAL STATION

STANLEY SECURITY WILL INSTALL THE FOLLOWING EQUIPMENT:

(1) TEL GUARD 7 CELL BACK UP

(1) 12V 7AH SLA BATTERY F1

ALL INTRUSION DEVICES WILL BE TESTED, PROGRAMMED AND COMMISSIONED WITH THE CELL BACK UP COMMUNICATION

Investment Type: Stanley Security Direct

Pricing and Deposit Terms

The term of this Schedule is for a period of 60 Months (5 Years) from the date hereof and shall thereafter renew as set forth in the Agreement.

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Warranty Duration: 90 Days
Escalation Information: Zero after 12 Months (1 Year)

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Prices do not include taxes

Total Installation Price*:	$1,040.00 USD
Up-front Deposit*:	$0.00
Progress Payments*:	0
Balance Due Upon Completion*:	$1,040.00
Monthly Service Charges	
Total Monthly Fee:*	$40.00 USD
Payment Frequency:	*Monthly in Advance*

STANLEY Convergent Security Solutions, Inc. | Customer: SMYTHE ELEMENTARY

STANLEY Authorized Manager (Sign)

Customer (Sign)

STANLEY Authorized Manager (Print)

Customer (Print)

Security Representative (Sign)

Title

Security Representative (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Account Payment Settings:

PO Required by customer: ☐

License Information (as of 10/03/2016): AK 1003300, 104891; AL 888 1278 1322 1472. Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Mon ROC204975; AR 0329770517; CMPY 0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. CT ELC.0184651-L5; DE 04-158; FAL-0001; FL 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828, 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; N Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 34BF00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169; Licensed I OR 161567; PA 032736; RI 9448A; TSC 4996; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1446; CE:D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 270 045298; WI 969322; WY LV-G-23879. REV (2016.10.03) Q-00861486

Billing Addresses:	Installation Invoices	Recurring Services Invoices	Time & Material Invoices
Street Address:			
City			
State/Providence			
Country			
Zip/Postal Code			
Attention			
Billing Contact			
Billing Phone			
Billing ID	CELL BACK UP	CELL BACK UP	
Special Handling Required	N	N	N
Notes for Special Handling			
PO #			

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH GROSSMONT UNION SCHOOL DISTRICT

BACKGROUND INFORMATION:
The District has a need for school buses in order to meet the student transportation needs. Grossmont Union School District of El Cajon, California has agreed to rent three (3) school buses respectively numbered 3, 8, and 19. The term of the agreement is from August 18, 2017 to August 17, 2018. The cost implications are as follows for each, by bus type:

- 30+4 passenger wheelchair bus at $1,200 per month and $.95 per mile.
- 84 Passenger Transit Bus at $2,100 per month and $.95 per mile.
- Daily rates will be calculated by the monthly rate and the number of school days in the month for which a partial rental occurred.
- Maintenance and minor repairs such as tires, brakes, lights, hoses, seat belts, clamps, etc.
- Other expenses may be applicable/incurred.

RECOMMENDATION:
Approve/Ratify the Transportation and Vehicle Repair Services Agreement with Grossmont Union School District for the rental of three (3) school buses for school year 2017-18 at an estimated cost of $70,000.00 from the general fund.

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

Financial Implications?	Are funds for this item included in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
ESTIMATE $70,000.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

AGREEMENT
FOR TRANSPORTATION AND VEHICLE REPAIR SERVICES
BETWEEN GROSSMONT UNION HIGH SCHOOL DISTRICT
AND SAN YSIDRO SCHOOL DISTRICT

August 18, 2017

THIS AGREEMENT is entered into between the GROSSMONT UNION HIGH SCHOOL DISTRICT of El Cajon, California, hereinafter called "GROSSMONT" and SAN YSIDRO SCHOOL DISTRICT of San Diego, California, hereinafter called "SAN YSIDRO SCHOOL DISTRICT".

1. **INSURANCE AND INDEMNITY**

a. GROSSMONT shall provide proof of Comprehensive General Liability, Commercial Automobile Liability and Garage Liability at a limit of $1,000,000 per occurrence. GROSSMONT will name SAN YSIDRO SCHOOL DISTRICT as an additional insured, for the term of the agreement.

b. SAN YSIDRO SCHOOL DISTRICT shall provide proof of Comprehensive General Liability and Commercial Automobile Liability at a limit of $1,000,000 per occurrence. SAN YSIDRO SCHOOL DISTRICT will name GROSSMONT as additional insured for the term of the agreement.

c. GROSSMONT agrees to indemnify and hold harmless SAN YSIDRO SCHOOL DISTRICT from any and all claims, demands, loss, liability, cost or expenses arising out of any negligent or intentional acts or omissions of GROSSMONT, its officers, agents, or employees.

d. SAN YSIDRO SCHOOL DISTRICT agrees to indemnify and hold harmless GROSSMONT from any and all claims, demands, loss, liability, cost or expense arising out of any negligent or intentional acts, omissions of SAN YSIDRO SCHOOL DISTRICT, its officers, agents, or employees.

2. **DISPUTE RESOLUTION**

a. Any disputes concerning terms and conditions of this Agreement or performance hereunder shall be settled by mutual desire of both parties, through amicable negotiations within ninety (90) days. In the event that amicable negotiation does not produce mutually agreeable results, the parties agree to submit the dispute to arbitration. The arbitrator will be selected by mutual agreement within thirty (30) days of written request for arbitration by either party. If there is no agreement, an arbitrator will be selected under the rules of the American Arbitration Association, upon written request of either party.

3. **TERMS AND CONDITIONS REGARDING VEHICLE RENTAL SERVICES**

a. SAN YSIDRO SCHOOL DISTRICT may, at its option, rent from GROSSMONT vehicles on a daily, weekly, or monthly basis subject to vehicle availability. GROSSMONT shall provide such vehicle(s) to SAN YSIDRO SCHOOL DISTRICT in good condition and working order, with fire extinguisher, first aid kit, reflector triangles, and all safety equipment required by the State of California Motor Carrier and the State law.

b. If at any time during the term of this Agreement SAN YSIDRO SCHOOL DISTRICT fails to adequately maintain the equipment or the equipment is in danger of physical damage due to strike or other conditions, GROSSMONT may repossess any or all rented vehicles under this agreement.

c. The option to domicile vehicles at locations other than GROSSMONT shall be made at the sole discretion of GROSSMONT. Minimum requirements for this option are:

I. The yard is well lighted during hours of darkness;
II. All vehicle exit doors shall be locked and all windows secured when not in use;
III. Ultra-Low Sulphur Diesel Fuel shall be used exclusively in all diesel-powered vehicles;

d. If equipment is in need of repairs, such as tires, brakes, lights, hoses, seat belts, clamps, etc., SAN YSIDRO SCHOOL DISTRICT shall make repairs without notifying GROSSMONT. If equipment is in need of any major repairs such as transmission, engine replacement, it is SAN YSIDRO SCHOOL DISTRICT's responsibility to contact GROSSMONT Transportation Director for direction prior to any repairs. SAN YSIDRO SCHOOL DISTRICT is responsible for all 45 day inspections.

e. SAN YSIDRO SCHOOL DISTRICT is responsible for properly lettering buses with their District lettering in accordance with regulations. Upon return to GROSSMONT all SAN YSIDRO SCHOOL DISTRICT lettering must be removed.

f. If SAN YSIDRO SCHOOL DISTRICT misuses equipment, SAN YSIDRO SCHOOL DISTRICT will be responsible for all parts, materials, and labor costs at the listed mechanical rate per hour for repairs. Parts and materials will be billed at GROSSMONT's cost plus 15 percent (15%) for handling.

g. SAN YSIDRO SCHOOL DISTRICT shall have the responsibility of checking the equipment and to maintain all fluid levels during the period of this rental agreement.

h. SAN YSIDRO SCHOOL DISTRICT shall notify GROSSMONT of any accident or occurrence causing damage to the vehicle within twenty four (24) hours.

i. SAN YSIDRO SCHOOL DISTRICT shall return equipment in clean condition inside and out.

j. All fluid levels shall be correct. Fuel level shall be at the same level as when equipment left GROSSMONT premises.

k. SAN YSIDRO SCHOOL DISTRICT agrees to ensure all persons intending to operate GUHSD-owned vehicles hold the required license and applicable endorsement(s) as prescribed by California law for the type vehicle rented. GUHSD reserves the right to have each driver furnish proof of licensing at time of equipment pickup.

l. SAN YSIDRO SCHOOL DISTRICT agrees to ensure all persons intending to operate GUHSD-owned vehicles have demonstrated proficiency to the GUHSD Safety & Training Department for the type of vehicle rented. If SAN YSIDRO SCHOOL DISTRICT driver's need to become proficient in a vehicle type, SAN YSIDRO SCHOOL DISTRICT agrees to co-ordinate training schedules with the GUHSD Safety & Training Department.

m. Proficiency training can be given during normal GUHSD business hours (6:00 am to 4:00 pm, Monday through Friday, District holidays excepted). SAN YSIDRO SCHOOL DISTRICT agrees to reimburse GUHSD for any proficiency training needed outside of normal business hours at the rates specified on the Fee Schedule.

n. SAN YSIDRO SCHOOL DISTRICT agrees to pick up rental equipment during the hours of 8:00 am to 4:00 pm, Monday through Friday, District holidays excepted. Pickup arrangements at times/days other than those specified must be made in advance and confirmed with GUHSD Transportation Director.

4. **NON-EXCLUSIVITY:**

A. No language in this agreement shall be construed as creating an exclusive contract for any maintenance and/or transportation services between SAN YSIDRO SCHOOL DISTRICT and GROSSMONT

5. **GENERAL PROVISIONS**

A. Each party is responsible for complying with the Educational Employment Relations Act, to the extent it applies to any matter related to this Agreement. This Agreement may be modified by the parties at any time by written agreement, executed by an authorized agent of each party. It is understood that all fees for service or equipment rental included in this agreement may be adjusted annually for inflation utilizing this process.

B. This Agreement is entered into pursuant to Government Code section 6500, et seq.; however, no separate entity is created hereby. The employees of GROSSMONT and SAN YSIDRO SCHOOL DISTRICT are not the employees of the other party, respectively.

6. **TERM OF AGREEMENT**

A. The term of this Agreement shall be from August 18, 2017 through August 17, 2018 providing, however, that either party may terminate the agreement at any time upon thirty (30) day's notice in writing. Fee Schedules will be renewed annually and will require signature by both parties.
B. Buses rental may be terminated by SAN YSIDRO SCHOOL DISTRICT by contacting the GROSSMONT Transportation Director by 4:00 pm the day of the termination.

7. **FEE SCHEDULE**

A. 30+4 passenger wheelchair bus is $1,200 per month and $.95 per mile.
B. 84 passenger Transit bus is $2,100 per month and $.95 per mile.
C. Daily rates will be calculated by the monthly rate / the number of school days in the month for which a partial rental occurred.

By: _____

Scott Patterson
Deputy Superintendent, Business Services
Grossmont Union High School District

By: _____

SAN YSIDRO SCHOOL DISTRICT

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH KLEINFELDER - AMENDMENT NO. 1

BACKGROUND INFORMATION:
During a walk-through of the San Ysidro Middle School site, several crevices (cracks) were found both on the ground and walls of several buildings. Some of the crevices of concern, such as ones found in the boys' and girls' locker rooms, required further investigation. Another area of concern is Building 400 (classrooms) where building distress was observed.

Kleinfelder, an architecture, engineering, and science consulting firm, will conduct a geotechnical study to determine the severity of the problem. The geotechnical study includes: ▪ Document Review ▪ Manometer Survey ▪ Field Exploration ▪ Laboratory Testing ▪ Analysis and Report Preparation. Kleinfelder provided recommendations and possible solutions to prevent any further damage to the school site.

RECOMMENDATION:
Approve/Ratify Amendment No. 1 to the Agreement with Kleinfelder to conduct a geotechnical study at the San Ysidro Middle School's Building 400 at an estimated cost of $39,700.00 from the building fund.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$39,700.00 (Amount)	Building Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

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July 19, 2017

Mr. Victor Guzman
Director of MOTF
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

Subject: Proposal for Geotechnical investigation
San Ysidro Middle School – Building 400
4345 Otay Mesa Road
San Ysidro, California

Dear Mr. Guzman:

In accordance with your request, Kleinfelder is pleased to present this proposal to perform a geotechnical investigation of the observed building distress at the San Ysidro Middle School - Building 400 classroom building. The purpose of our investigation is to evaluate the existing geologic conditions beneath the site and assess the potential cause(s) of the building distress as it relates to subsurface geotechnical conditions.

SCOPE OF WORK

Our scope of services will include a field exploration program, laboratory testing of soil samples, engineering analyses and preparation of a report presenting our conclusions and recommendations. Specifically, our proposed geotechnical services will include the following tasks:

Task 1 - Document Review

We will review available documentation, including relevant reports on file with DSA, published geotechnical and geologic literature, geologic maps and historical stereoscopic aerial photographs. Our study is based on the assumption that reports are available and that the information within the reports is pertinent to the proposed improvements.

Task 2 – Manometer Survey

An engineering from our firm will conduct a manometer survey of the interior floor slab to identify the patterns and amount of vertical differential movement. We will also perform a visual survey of the building to identify any apparent abnormal distress.

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Task 3 - Field Exploration

We will drill and log a total of four (4) borings to a depth of up to approximately 20 feet below current site grades or effective refusal, whichever occurs first. The borings will be drilled near the exterior of the building using a truck-mounted, hollow stem auger drill rig. As discussed with you, the borings will be drilled prior to the start of the school year to avoid conflict with students.

Prior to drilling any borings, we will coordinate with you for locating any underground utilities that may be in conflict with our borings. We will also subcontract with a private utility locator to assist in evaluating underground utilities in the vicinity of our borings. The borings will be logged by our field engineer or geologist, who will collect soil samples at selected depth intervals for further examination and laboratory testing.

Task 4 – Laboratory Testing

We will conduct laboratory testing of selected soil samples obtained from the borings. Our testing may include but not be limited to the following tests:

- Moisture and density determination (ASTM D2216 and D2937)
- Particle size distribution (ASTM D422)
- Atterberg limits (ASTM D4318)
- Expansion Index (ASTM D4829)
- Consolidation (ASTM D2435)
- Direct Shear (ASTM D3080)

Please note that the testing program may change based on the actual observed geologic conditions in the borings.

Task 5 – Analysis and Report Preparation

Kleinfelder will prepare a report summarizing the results of our field exploration, laboratory testing, engineering assessment and recommendations for selected mitigation measures. The report will include the following:

- Vicinity map and site plan showing approximate locations of the borings
- Logs of the borings
- Laboratory test results
- Discussion of the site and subsurface soil conditions
- Discussion of potential cause(s) of the observed distress
- Discussion of mitigation measures to address observed distressed condition
- Recommendations for selected mitigation measures

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ESTIMATED FEE

The estimated fee to complete our geotechnical investigation outlined above is $39,700. A breakdown of our estimated has been summarized on the following table. This cost is based on authorization of all tasks and one mobilization.

Summary of Cost Estimate

Task	Estimated Cost
Task 1 - Document Review	$ 850
Task 2 – Manometer Survey	$ 6,800
Task 3 - Field Exploration	$18,650
Task 4 - Laboratory Testing	$ 4,800
Task 5 - Analysis and Report Preparation	$ 8,600
Estimated Fee	**$39,700**

Our services will be billed on a time and expense basis. If our investigation indicates that unanticipated conditions are present which would require additional work, we will discuss the situation with you and revise our scope, schedule, and fees accordingly. An invoice for our services will be submitted upon completion of our report or on an end-of-the-month basis, whichever occurs first.

SCHEDULE

We will begin our mobilization efforts upon receipt of written Notice to Proceed (NTP). We anticipate completing the manometer survey and field exploration within two weeks of NTP. Our report will follow within three to four weeks after the field exploration, for a total duration of about five to six weeks after NTP.

AUTHORIZATION

If our proposed scope of services and fee meet your needs, please provide us with written authorization to proceed. If there is a need for a change in the scope of services described in this proposal, please contact us immediately. Changes may require revision of the proposed fee which will be communicated to you upon assessment of the requested changes.

The terms and conditions indicated in this proposal will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project. The proposal will remain in effect for 60 days from the date shown on the proposal and thereafter shall be null and void unless our contract has been signed for the work performed. Separate proposals for future phases of work can be provided as the development process moves forward. Our services will be performed under the terms and conditions of our existing master service agreement.

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BASIS OF CHARGES

1. Listed on the attached page are typical prices for services most frequently performed by Kleinfelder. Prices for other services, including special quotes for volume work, will be given upon request, but will be subject to the terms set forth below.
2. The client agrees to limit the Kleinfelder's liability to the client and to all agents of the client, including contractors and subcontractors on the project due to Kleinfelder's professional negligent acts, errors or omissions to $50,000 or the consultant's fee, whichever is greater. Kleinfelder's liability (as defined above) on Materials Testing projects will be limited to the greater of $2,500 or the amount of the Kleinfelder's fee.
3. Invoices will be issued on a monthly basis, or upon completion of a project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
4. A two-hour minimum charge will be made for all field services. A four-hour minimum charge will be made for any field services in excess of two hours. A six-hour minimum charge will be made for field services in excess of four hours per day. An eight-hour minimum charge will be made for field services in excess of six hours per day.
5. A one-hour minimum charge per day will be made for any office service.
6. Time worked in excess of 8 hours per day and Saturday work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day, Sundays, and holidays will be charged at 2 times the hourly rate.
7. Per diem will be charged at a rate of $140 per day per person or expenses plus 20%, whichever is greater. Per diem will be charged for all projects in excess of 50 miles from the nearest Kleinfelder office.
8. Outside services will include a 15% markup, unless otherwise noted.
9. In the event of above average increases in fuel costs, a fuel surcharge of 0 to 3% will be added to all invoices.
10. The proposed fee includes standard invoicing with time detail summary. Additional administrative time will be charged if invoice backup information (timesheets, daily field reports, or work summaries) is requested.
11. Certified payroll for prevailing wage projects will be provided only if requested and will be subject to additional charges for administrative time for each pay period.
12. Kleinfelder carries Worker's Compensation Insurance (including Employer's Liability), Comprehensive General Liability and property damage insurance for its own equipment, and will furnish certificates upon request.
13. Kleinfelder routinely disposes of non-environmental and uncontaminated samples after submission of our final report and reserves the right to return environmental sample to client, at its expense, after submission of our final report.
14. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.
15. The proposed rates will be in effect for 90 days from the proposal date.
16. Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date. For time and materials projects, any not to exceed amount will be similarly adjusted.

KLEINFELDER 2015 FEE SCHEDULE

PROFESSIONAL STAFF RATES*

Staff Professional	$ 116/ hour
Project Professional	$ 165/ hour
Principal Professional	$ 166/ hour
Senior Principal Professional	$ 188/ hour
Project Manager	$ 180/ hour
Senior Project Manager	$ 205/ hour
Designer/Drafter	$ 105/ hour
Senior Designer/Drafter	$ 125/ hour
Project Controls Professional	$ 90/ hour
Senior Project Controls Professional	$ 140/ hour

TECHNICAL STAFF RATES

Materials Testing Technician	$ 70/ hour
Soil Technician	$ 85/ hour
Special Inspector	$ 75/ hour
Prevailing Wage Rate	$ 105/ hour
Construction Manager	$ 130/ hour

ADMINISTRATIVE STAFF RATES

Administrator	$ 85/ hour
Project Administrator	$ 95/ hour

All services will be charged portal to portal when applicable.
Mileage charges will be assessed at the current IRS rate.

SOIL TESTS

SOIL DENSITY TESTS

Test	Test Method†	Fee
Standard Proctor, 4" Mold	D698, T99	$210.00 each
Standard Proctor, 6" Mold	D698, T99	$235.00 each
Modified Proctor, 4" Mold	D1557, T180	$215.00 each
Modified Proctor, 6" Mold	D1557, T180	$240.00 each
Proctor Check Point	T272	$115.00 each
Proctor Oversize Correction	D4718	$65.00 each
Treated Soil Proctor	D558	$280.00 each
Minimum/Maximum Relative Density	D4254, D4253	$360.00 each
Moisture/Density, TEX 113-E	TEX113-E	$260.00 each
Moisture/Density, TEX 114-E	TEX114-E	$260.00 each
California Impact, CTM 216, Dry Method	CTM216	$215.00 each
California Impact, CTM 216, Wet Method	CTM216	$185.00 each

SOIL CLASSIFICATION AND INDEX TESTS

Test	Test Method†	Fee
Visual Classification	D2488	$10.00 each
Sieve Analysis, % Finer than 200 Sieve	C117, D1140	$80.00 each
Sieve Analysis, Fine	C136, D422, D6913	$120.00 each
Sieve Analysis, Coarse	C136, D422, D6913	$100.00 each
Sieve Analysis, Coarse and Fine	C136, D422, D6913	$150.00 each
Hydrometer Analysis*	D422	$165.00 each
Water Content	D2216, D4643	$25.00 each
Water Content and Dry Unit Weight	D2216, D2937, D7263	$45.00 each
Atterberg Limits, Single Point	D4318-Method B	$110.00 each
Atterberg Limits, Multiple Point	D4318-Method A	$170.00 each
Atterberg Limits, Liquid Limit Only	D4318	$110.00 each
Soil Specific Gravity	D854	$140.00 each
Soil Organic Content	D2974-Method C	$105.00 each
Pinhole Dispersion Classification	D4647	$300.00 each
Soil pH	D4972, G51	$55.00 each
Soil Resistivity	G187	$160.00 each
Chloride Content		$50.00 each
Sulfate Content		$100.00 each
Thermal Resistivity, Per Point	D5334, IEEE 422	$300.00 each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	$900.00 each

Note: Requires a Sieve Analysis, not included.

SOIL BEARING PRESSURE TESTS

Test	Test Method†	Fee
California Bearing Ratio, Single Point *	D1883	$350.00 each
California Bearing Ratio, 3 Points *	D1883	$600.00 each
Resistance R-Value	D2844	$300.00 each
Resistance R-Value of Treated Material	D2844	$350.00 each
Rock Correction for R-Value	D2844	$80.00 each
Stabilized Soil UC Strength, 1 Point *	D1633, D5102	$150.00 each

Note: Does not include Proctor Test

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS (continued)

Test	Test Method†	Fee
Stabilized Soil UC Strength, Set of 3	D1633, D5102	$900.00 each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM373	$150.00 each
CTM 373, 1 Lime Content	CTM373	$350.00 each
CTM 373, 3 Lime Contents	CTM373	$950.00 each
Eades and Grim Test (Opt. Lime Content)	C977	$135.00 each
Resilient Modulus	T307	$450.00 each
CTB Strength, Individual Specimen		$175.00 each
CTB Strength, Set of 3, Without Design		$400.00 each
CTB Complete Mix Design		$1,200.00 each

SOIL STRENGTH AND PERMEABILITY TESTS

Test	Test Method†	Fee
Pocket Penetration Value		$10.00 each
Unconfined Compressive Strength	D2166	$135.00 each
Direct Shear, 1 Point	D3080	$125.00 each
Direct Shear, 3 Points	D3080	$350.00 each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	$200.00 each
Consolidation without Time Rate Plots	D2435	$330.00 each
Consolidation with 2 Time Rate Plots	D2435	$425.00 each
Consolidation, All Loads with Time Rates	D2435	$600.00 each
Consolidation, Additional Rebound	D2435	$75.00 each
Collapse Potential	D5333	$175.00 each
One Dimensional Free Swell	D4546	$150.00 each
One Dimensional Swell, Percent Heave	D4546	$240.00 each
One Dimensional Swell with Consolidation	D4546	$450.00 each
Expansion Index	D4829	$175.00 each
Denver Swell Test		$65.00 each
Permeability, Rigid Wall	D2434	$400.00 each
Permeability, Flexible Wall	D5084-Method C	$358.00 each
Triaxial Shear, CU, 1 Point	D4767	$450.00 each
Triaxial Shear, CU, 3 Points	D4767	$1,200.00 each
Triaxial Shear, UU, 1 Point	D2850	$200.00 each
Triaxial Shear, UU, 3 Points	D2850	$500.00 each
Triaxial Shear, UU Saturated, 1 Point	D2850-Modified	$270.00 each
Triaxial Shear, UU Saturated, 3 Points	D2850-Modified	$750.00 each
Triaxial Test, TEX117E, Part I	TEX117E	$2,200.00 each
Triaxial Test, TEX117E, Part II	TEX117E	$2,200.00 each
Resonant Column Torsional Shear		$4,000.00 each

AGGREGATE TESTS

Test	Test Method†	Fee
Acid Solubility	AWWA B100	$175.00 each
Air Degradation	ODT TM208	$200.00 each
ASR Reactivity, Long Method	C227, C1293	$1,500.00 each
ASR Reactivity, Short method	C1260, C1567	$850.00 each
Cleanness Value	CTM227	$150.00 each
Clay Lumps and Friable Particles, per sz *	C142	$100.00 each
Coarse Specific Gravity & Absorption	C127	$60.00 each
Fine Specific Gravity & Absorption	C128	$100.00 each
Coarse Durability	D3744	$150.00 each
Fine Durability	D3744	$110.00 each
Flat and Elongated Particles, per size *	D4791	$75.00 each
Fractured Faces, per size *	D5821	$100.00 each
Lightweight Pieces **	C123	$330.00 each
Los Angeles Abrasion, Large Aggregate	C535	$200.00 each
Los Angeles Abrasion, Small Aggregate	C131	$175.00 each
Mortar Sand Strength	C87, CTM515	$550.00 each
Organic Impurities	C40	$60.00 each
ASR Potential Reactivity, Chemical Method	C289	$700.00 each
Sand Equivalent, 1 point	D2419	$70.00 each
Sand Equivalent, 3 points	D2419	$130.00 each
Sieve Analysis, % Finer than 200 Sieve	C117, D1140	$80.00 each
Sieve Analysis, Fine	C136	$120.00 each
Sieve Analysis, Coarse	C136	$100.00 each
Sieve Analysis, Coarse and Fine	C136	$150.00 each
Soundness of Aggregate, per size *	C88	$140.00 each
Unit Weight	C29	$60.00 each
Water Content	D2216, C566	$25.00 each
Texas Wet Ball Mill	TEX116E	$250.00 each
Calcium Carbonate		$750.00 each
Decantation Wash	TEX406A	$85.00 each
Disintegration	IDT T-116	$100.00 each
Uncompacted Void Content of Fine Agg.	C1252	$130.00 each
Idaho Degradation	IDT T-15	$300.00 each

***Note:** Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.*

****Note:** Tests are billed by each specific gravity of heavy liquid used (2.0 and/or 2.4).*

FILTER MEDIA TESTS

Test	Test Method†	Fee
Filter Media, Sieve Analysis*	AWWA B100	$175.00 each
Filter Media, Mohs Hardness	AWWA B100	$175.00 each
Filter Media, Percent Silica		$200.00 each
Acid Solubility	AWWA B100	$175.00 each

***Note:** Includes determination of d10, d 60, effective size and uniformity coefficient.*

ROCK TESTS

Test	Test Method†	Fee
Rock Sample Preparation		$80.00 each
Rock Direct Shear, 1 Point	D5607	$105.00 each
Rock Direct Shear, 3 Points	D5607	$315.00 each
Rock Mohs Hardness		$25.00 each
Rock Point Load Index	D5731	$35.00 each
Rock Point Load, Set of 10	D5731	$200.00 each
Rock Slake Durability	D4644	$125.00 each
Rock Tensile/Brazilian	D3967	$205.00 each
Rock Triaxial Shear, W Modulus of Rupture	D7012	$530.00 each
Rock Triaxial Shear	D7012	$400.00 each
Rock Unconfined Compression	D7012	$200.00 each
Rock Unconfined Compression W/Mod of Rup	D7012	$340.00 each

CONCRETE TESTS

Test	Test Method†	Fee
Concrete Compression	C39	$30.00 each
Concrete Core Compression	C42	$65.00 each
Concrete Creep	C512	$2,000.00 each
Concrete Cylinder Unit Weight	C567	$100.00 each
Concrete Drying Shrinkage, set of 3	C157	$440.00 each
Concrete Flexural Strength	C78	$100.00 each
Concrete Modulus of Elasticity	C469	$250.00 each
Concrete Splitting Tensile Strength	C496	$80.00 each
Concrete Core Thickness	C174	$10.00 each
Concrete Laboratory Trial Batch	C192	$1,000.00 each
RCC Compression	C39	$60.00 each
Shotcrete Compression	C1140	$80.00 each
Concrete Absorption after 3-Hour Boil	C497	$125.00 each
Concrete Absorption after 5-Hour Boil	C497, C642	$150.00 each
Concrete Absorption after 10-Minute Soak	C497	$100.00 each
CLSM Compression	D4832	$40.00 each
Concrete Permeability	COE CRD C 48	$2,800.00 each
Concrete Chloride Ion Penetration	C1202	$750.00 each

MASONRY TESTS

Test	Test Method†	Fee
Masonry Grout Compression	C1019	$30.00 each
Masonry Mortar Compression	C942	$30.00 each
Masonry Core Compression	CA DSA	$60.00 each
Masonry Core Shear	CA DSA	$50.00 each
Masonry Prism Compression	C1314	$110.00 each
CMU Absorption and Received Moisture	C140	$75.00 each
CMU Compression	C140	$100.00 each
CMU Dimension Verification	C140	$25.00 each
CMU Lineal Shrinkage	C426	$175.00 each
Masonry Brick Absorption	C67	$80.00 each
CMU/Seg. Retaining Wall Unit Freeze-Thaw		

ASPHALT TESTS

BINDER TESTS

Test	Test Method†	Fee
Absolute Viscosity	D2171	$210.00 each
Bitumen Penetration	D5	$75.00 each
Kinematic Viscosity	D2170	$190.00 each
Recovery by Roto-Vapor	D5404	$365.00 each
Softening Point, Ring & Ball	D36	$100.00 each
Bitumen Recovery by Abson Method	D5404	$350.00 each
Ductility of Bitumen	D113	$125.00 each
Resilience of AR Binders	D5329	$75.00 each

EMULSION TESTS

Test	Test Method†	Fee
Emulsion Elastic Recovery	D6084, T301	$250.00 each
Emulsion Settlement	D6930, T59	$225.00 each
Emulsion Sieve Test	D6933, T59	$100.00 each
Emulsion Storage Stability	D6930, T59	$175.00 each
Emulsion Torsional Recovery	CTM332	$150.00 each
Particle Charge	D7402, T59	$100.00 each
Residue by Evaporation	D6934, T59	$110.00 each
Saybolt Viscosity	D7946, T59	$155.00 each

ASPHALT TESTS (cont.)

MIX PROPERTY TESTS

Test	Test Method†	Fee
Air Voids Determination*	D3203	$50.00 each
VMA Determination*		$50.00 each
VFA Determination*		$50.00 each
Gradation of Extracted Aggregate	D5444	$100.00 each
AC Core Thickness	D3549	$10.00 each
AC Content by Extraction	D2172	$200.00 each
Hveem Stability	D1560	$325.00 each
Hveem Stability without Compaction	D1560	$165.00 each
AC Content by Ignition Oven	D6307, T308	$140.00 each
AC Ignition Oven Calibration	D6307	$300.00 each
AC Moisture Content	T329	$50.00 each
AC Content by Nuclear Gauge	D4125	$200.00 each
Marshall Stability and Flow**	D6927	$150.00 each
AC Swell	CTM305	$100.00 each
AC Core Unit Weight & Thickness	D1188,D2726,D3549	$50.00 each
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	$300.00 each

**Note: Calculation only, other test methods required.*

***Note: Does not include compaction of test briquettes*

DESIGN AND DENSITY TESTS

Test	Test Method†	Fee
Centrifuge Kerosene Equivalent	CTM303	$240.00 each
Film Stripping	CTM 302	$120.00 each
Index of Retained Strength	D1075	$1,000.00 each
Unit Weight, Gyratory Method	T312	$350.00 each
Unit Weight, Hveem Method	D1561	$285.00 each
Unit Weight, Marshall Method	D6926	$210.00 each
Maximum Theoretical Specific Gravity	D2041	$145.00 each
Moisture Induced Damage	T283	$1,400.00 each
Caltrans Tensile Strength Ratio	CTM371	$2,100.00 each
Moisture Vapor Susceptibility		$250.00 each
Mix Design, Hveem Method W/RAP		$7,600.00 each
Mix Design, Hveem Method		$5,400.00 each
Mix Design, Marshall Method		$3,000.00 each
Mix Design, Superpave Method		$6,000.00 each
Caltrans Opt Bitumen Content OGFC	CTM368	$1,500.00 each

METAL TESTS

BOLT TESTS

Test	Test Method†	Fee
Bolt Assembly Suite (Bolt, Nut, Washer)*	F606	$180.00 each
Bolt Hardness	E18	$25.00 each
Bolt Proof Load	F606	$35.00 each
Bolt Wedge Tensile	F606	$35.00 each
Nut Hardness	E18	$25.00 each
Nut Proof Load	F606	$35.00 each
Washer Hardness	E18	$25.00 each

*Note: *An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.*

METAL TESTS

Test	Test Method†	Fee
Bend	A370, E290	$40.00 each
Rebar Coupler Slippage	A370, CTM 670	$130.00 each
Rebar Coupler Tensile	A370, CTM 670	$80.00 each
Rebar Coupler Tensile ≥2 Sq.In. CrossSect	A370, CTM 670	$140.00 each
CTM 670 Strain (Elongation)	CTM670	$15.00 each
PT Strand Tensile	A370	$145.00 each
Spliced Specimen Tensile	A370	$80.00 each
Tensile <2.0 Sq. In. Cross-Sect.	A370, E8	$85.00 each
Tensile and Bend <2.0 Sq. In. Cross-Sect.	A370, E8, E290	$125.00 each
Tensile ≥2.0 Sq. In. Cross-Sect.	A370, E8	$140.00 each
Tensile and Bend ≥2.0 Sq. In. Cross-Sect.	A370, E8, E290	$180.00 each
Rockwell Hardness	E18	$30.00 each
Macroetch	E381	$125.00 each
Charpy Impact, Set of 3 *	A370, A673	$300.00 set
Galvinization Thickness	B499, E376	$20.00 each
Fireproofing Density	E605	$50.00 each

*Note: *Price does not include the cost of machining test specimens. Price is for testing at 40 °F; additional fees will be assessed for other testing temperatures.*

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE

Test	Test Method†	Fee
Dimension Stone, Absorption/Spec. Grav.	C97	$210.00 set/5
Dimension Stone, Compressive Strength	C170	$210.00 set/5
Dimension Stone, Flexural Strength	C880	$210.00 set/5
Dimension Stone, Modulus Of Rupture	C99	$210.00 set/5
Dimension Stone, Anchor Pull Out Strngth		$150.00 each

ROOFING MATERIAL TESTS

Test	Test Method†	Fee
Roof Tile Absorption		$100.00 each
Roofing, Unit Weight of Surfacing	D2829	$100.00 each
Roof Tile Breaking Load	UBC 15-5	$50.00 each
Roof Tile Permeability		$150.00 each

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS

Test	Test Method†	Fee
Non-Masonry Grout Compression	C579	$30.00 each
Hydraulic Ram Calibration		$200.00 each

SAMPLE PREPARATION

SAMPLE PREPARATION

Test	Test Method†	Price
Rock Sample Preparation	D4543	$80.00 each
Sample Crushing		$100.00 each
Sample Cutting and Trimming		$30.00 each
Sample Mixing and Processing		$40.00 each
Sample Preparation		$25.00 each
Sample Preparation, per hour		$90.00 hour
Sample Remolding		$75.00 each
Contamination Fee		$250.00 each
Sample Disposal Fee		$10.00 each

KLEINFELDER
Bright People. Right Solutions.

Information gathered during the study by Kleinfelder is considered confidential and will be released only upon written authorization of the client or as required by law. California law requires a person to inform the state if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment.

LIMITATIONS

Our work will performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond data evaluated. Kleinfelder makes no warranty or guarantee, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help understand and manage the level of risk. Since detailed investigation and analysis involve greater expense, our clients participate in determining levels of service, which provide adequate information for their purposes at acceptable levels of risk. More extensive studies could be performed to reduce these uncertainties. Acceptance of this proposal will indicate that the client has reviewed the scope of work and determined that it does not need or want a greater level of service than that being provided. Any exceptions should be noted and may result in higher fees.

This proposal does not include costs for the preparation of supplemental reports and letters, or for the review of grading, foundation or other plans and specifications. Kleinfelder can provide a proposal for such services if the need arises.

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at (619) 831-4531.

Sincerely,
KLEINFELDER, INC.

Robert A. Torres, PE
Senior Program Manager

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

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

BACKGROUND INFORMATION:
Under the supervision of the Interim Director of Special Education, Ms. Darcy Morales Monge, Consultant, will be supporting the mental health intervention team by working collaboratively with the Licensed Clinical Social Worker (LSCW) and Lead School Psychologist to conduct Mental Health Assessments, Functional Behavior Analysis (FBA), individual or group counseling and guidance services, parent and teacher support, and other duties assigned.

Cost implication will be: $55.00/hr. x 7 hrs/day x 154 days = $59,290.00

RECOMMENDATION:
Approve the agreement with Ms. Darcy Morales Monge, M.S., as a consultant for school year 2017-2018 at a cost not to exceed $59,290.00 from the Educationally Related Mental Health Services (ERMHS) 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	

$59,290.00	Educationally Related Mental Health Services (ERMHS)	0100-3327000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of September, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Darcy Morales Monge, M.S. Company/Consultant	(619) 592-6206 Telephone Number
3103 Kennelworth Ln, Bonita, CA 91902 Address	Darcy.morales@sysd.k12.ca.us 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: September 15, 2017 To: June 22, 2018

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

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

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

(The SELPA Master Contract requires that Contractor/Consultant provide General Liability, Professional Liability, Auto liability for owned and non-owned vehicles used by Consultant in relation to the performance of services under Agreement. Consultant agrees that SubContractors, with which it contracts to provide services pursuant to this Agreement, shall provide written proof of insurance in a minimum amount of $1,000,000 per occurrence prior to providing any services under this Agreement.)

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

material to third parties for a use not intended by this Agreement.

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts,

errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	
Name:	Darcy Morales, M.S.
Title:	Psychologist
Address:	3103 Kennelworth Ln
City/State/Zip Code:	Bonita, CA 91902
Telephone:	(619) 592-6206
Email:	Darcy.morales@sysd.k12.ca.us

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
Darcy Morales Monge, M.S. Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Darcy Morales Monge, M.S. Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
(619) 592-6206 Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

Consultant will be supporting the mental health intervention team by working collaboratively with the Licensed Clinical Social Worker (LSCW) and Lead School Psychologist to conduct mental health assessments, Functional Behavior Analysis (FBA), individual or group counseling and guidance services, parent and teacher support, and other duties as assigned.

Cost implication will be: $55.00/hr. x 7 hrs/day x 154 days = **$59, 290.00**

//

Approved by:

Darcy Morales Monge, M.S.	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Darcy Morales Monge, M.S.	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	Print Name, Title

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH MEDICAL BILLING TECHNOLOGIES, INC.

BACKGROUND INFORMATION:
Due to the backcasting of Medi-Cal Administrative Activities (MAA) invoices for school years 2012-2013, 2013-2014, and 2014-2015, the District will enter into a one-time agreement with Medical Billing Technologies, Inc., a company that generated those invoices, to reduce the administrative burden associated with the time survey submission and review process.

Cost implications: $250.00 per quarter x 10 quarters = $2,500.00

RECOMMENDATION:
Approve the agreement with Medical Billing Technologies, Inc. to generate backcasting invoices for school years 2012-2013, 2013-2014, and 2014-2015 at an amount of $2,500.00 from the Medi-Cal Administrative Activities (MAA) fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$2,500.00	Medi-Cal Administrative Activities (MAA)	0100-5640000-0000-3140-4300000-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

Medi-Cal Administrative Activities (MAA) Program
Contract - Backcasting

This Contract Addendum is entered into this _____ day of _____, 2017, between MEDICAL BILLING TECHNOLOGIES, INC., hereinafter called "MBT" and SAN YSIDRO ELEMENTARY SCHOOL DISTRICT, hereinafter called "CLIENT".

Due to the change in methodology of the Medi-Cal Administrative Activities (MAA) Program beginning with the 2014/2015 claiming year, the limited services vendors may provide school districts has been identified. This Agreement states the terms and conditions under which MBT will provide technical assistance and consultant services on behalf of CLIENT under the Medi-Cal Administrative Activities (MAA) Program, specifically applying backcasting methodology to previously generated invoices (2012-2013 Q1-Q4, 2013-2014 Q1-Q4, & 2014/2015 Q1 & Q2).

1. MBT shall provide the following services to CLIENT:

    a. Work with MAA contact(s), as designated by CLIENT.
    b. Complete CLIENT'S required quarterly MAA backcasting invoices and submit to the LEC/LGA.

2. CLIENT shall do and perform each of the following:

    a. Designate MAA contact person(s) to supply invoicing documentation.
    b. Submit all necessary quarterly financial information in format compliant with MBT systems requirements and according to deadlines.

3. All parties shall perform their work in compliance with state and federal rules and regulations pertinent to notices of privacy practices for CLIENT'S students.

4. All statistical, financial and other data relating to the MAA program and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

    MBT is compliant with all HIPAA regulations and standards and all MBT staff is trained in HIPAA regulations and required to sign a statement of confidentiality concerning student information.

5. MBT will use due care in processing the work of the CLIENT. MBT will be responsible only to the extent of correcting any errors that are due to the machines, operators or programmers of MBT; any such errors shall be corrected at no additional charge to CLIENT. The liability of MBT with respect to this agreement shall in any event be limited to the compensation for services provided under this Agreement and shall not include any other damage, including, but not limited to consequential damages or liability.

6. MBT Compensation:

Recalculation of previously completed invoices (backcasting)	$250 per quarterly invoice
Default	MBT will diligently provide all services due to CLIENT. If CLIENT does not follow through and complete the MAA process, CLIENT agrees to pay MBT a minimum fee per year of $500.

a. *Payment:* CLIENT agrees to issue a warrant for monies due to MBT within 30 calendar days of receipt of a quarterly invoice from MBT.

b. CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past date of invoice.

7. This Agreement shall be effective from date of execution, through completion of required backcasting invoices. Agreement may be terminated at any time by either party.

8. The parties hereto agree to execute such other and further documents as may be necessary or required by the Department of Health Care Services to authorize MBT to perform MAA services on behalf of CLIENT.

9. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

SAN YSIDRO ELEMENTARY SCHOOL DISTRICT

By_____ Dated: _____
Authorized Signature

_____
(Printed name)

MEDICAL BILLING TECHNOLOGIES, INC.

By_____ Dated: _____
Roberta Stephens, CEO

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH DIGITAL PROMISE - AMENDMENT NO. 1

BACKGROUND INFORMATION:
Digital Promise, with the support of Google, is launching a Technology and Learning Coaching Fellowship Program and supporting fifty U.S. middle schools with a fulltime technology and learning coach. The one-year fellowship program includes engagement with a national cohort and additional support that will enable teachers in each fellow's school to more powerfully use technology for learning.

The Amendment agreed upon by Digital Promise and the District specifies terms by which the District will share data with Digital Promise for the purpose of conducting educational studies of the impact of participation in the Program on teaching and learning at San Ysidro Middle School and Vista Del Mar Middle School.

RECOMMENDATION:
Approve/Ratify Amendment No. 1 to the Digital Promise Memorandum of Understanding for a Coaching Fellowship Program during the 2017-18 school year at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

This First Amendment ("Amendment") is entered into by and between Digital Promise and San Ysidro School District (the "District"), and amends the Memorandum of Understanding by and between Digital Promise and the District dated [May] __, 2017 (the "MOU"). Digital Promise and the District are each referred to herein as a "Party" and collectively as the "Parties."

WHEREAS Digital Promise and the District entered into the MOU to implement the Classroom Coaching Fellowship program ("Program") at San Ysidro Middle School and Vista Del Mar Middle;

WHEREAS Section 2 of the MOU states, "San Ysidro School District will provide .... Participation in research by supporting data collection," and "Schools must be willing to complete surveys and participate in aggregate data collection used to deepen understanding of the role of the coach and the school leader and their effects on the broader school community";

WHEREAS Digital Promise Global was incorporated to expand educational innovation around the globe;

WHEREAS Digital Promise Global and Digital Promise have an administrative services sharing agreement that allows them to work together, sharing resources fluidly across the two independent organizations; and

WHEREAS Digital Promise and the District wish to amend the MOU to specify the terms by which the District will share data with Digital Promise for the purpose of conducting educational studies of the impact of participation in the Program on teaching and learning at San Ysidro Middle School, and Vista Del Mar Middle School

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Data Required from the District - Data Provider

The District will share the following data with Digital Promise during the term of the MOU:

- De-identified student learning data which will be determined in collaboration with the District to ensure the measure is valid and reliable;
- De-identified student attendance, suspension and expulsion data;
- Demographic data for the District and each of the schools participating in the Program; and
- De-identified participant (student, teacher, coach and principal) demographic data.

Additionally, the District will collect and share the following data from schools within the District that are part of the Program during the term of the MOU:

- Responses to surveys measuring changes in knowledge, attitudes, skills, culture, and satisfaction as perceived by principals, coaches, and teachers. Responses to surveys measureing changes in student engagement and learning, as perceived by teachers and students.

The District shall provide data to Digital Promise on a mutually agreed schedule.

2. Confidentiality

Digital Promise and the District shall comply with Section [11] (Confidentiality) of the MOU, subject to the following additional terms and conditions:

- Digital Promise and the District will not transmit Confidential Information (as defined in the MOU) via unencrypted e-mail, and shall rely solely on secure transmission methods.

- At the request of the District, Digital Promise will permanently destroy data to the extent it is Confidential Information, and any and all copies thereof, upon the expiration of the five (5) year period following the termination or expiration of the MOU as set forth in Section [11] of the MOU, and will send written certification to the District that all such Confidential Information has been permanently destroyed.

- Digital Promise may share Confidential Information and data with Digital Promise Global, any subcontractor of Digital Promise that is providing services in connection with the Program, and their respective officers, directors, employees and agents who are authorized to review the data, provided such entities maintain, handle and, if requested by the District, destroy such Confidential Information in compliance with the terms and conditions of Section [11] of the MOU and this Section 2.

- When necessary to comply with federal, state and local confidentiality and data privacy laws, rules and regulations applicable to school and student records and children, including, but not limited to, the Family Educational Rights and Privacy Act of 1996 ("FERPA") and its implementing regulations, the District will procure the consent of parents, guardians or students in connection with use of the data by Digital Promise, Digital Promise Global, any subcontractor of Digital Promise providing services in connection with the Program, and their respective officers, directors, employees and agents who are authorized to review the data, and agrees to maintain and to make available to Digital Promise written proof of such parent, guardian or student consent.

- Except as permitted by FERPA and other applicable law, Digital Promise shall not publish or otherwise disclose data containing Confidential Information, or any other information, which identifies students, employees or officers of the District or individual schools participating in the Program by name without the written consent of such individuals, or in the case of a student under the age of 18, his or her parent or legal guardian, which consents shall be obtained by the District. The District agrees to maintain and to make available to Digital Promise written proof of such consents. Nothing herein shall be interpreted to require consent to use the names of the District and individual schools.

3. Use of Data

Digital Promise and Digital Promise Global may analyze, publish, distribute, or otherwise use the data for purposes related to the Program or any other scientific and educational purposes during and after the term of the MOU.

4. Ownership of Data

The District's data are, and at all times shall remain, the sole property of the District. Except as expressly provided in this Amendment, the District retains all right, title and interest in and to the data.

5. Effective Date and Term

This Amendment is made effective upon its signing by the Parties.

6. Contact Information

Digital Promise

Kathryn Petrillo-Smith

Chief Operating Officer

1001 Connecticut Avenue, NW, Suite 830

Washington, DC 20036

703-861-1556

operations@digitalpromise.org

the District

Jose Arturo Sanchez macias

Deputy Superintendent

4350 Otay Mesa Road

(619) 428-4476 Ext. 3004

Arturo.macias@sysd.kl12.ca.us

<District Federal EIN>

7. Effectiveness

Except as expressly provided herein, all terms and conditions of the MOU shall remain in full force and effect and nothing in this Amendment shall be deemed to waive or modify any of the provisions of the MOU. In the event of any express conflict between the MOU and this Amendment, this Amendment shall govern.

8. Survival

The terms and conditions of this Amendment that would, by their nature, survive the expiration or termination of the MOU, including, without limitation, Section 2 (Confidentiality), Section 3 (Use of Data), Section 4 (Ownership of Data) and this Section 8, shall so survive the expiration or termination of the MOU for any reason.

9. Counterparts

This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Signed,

_____ Date: _____

Kathryn Petrillo-Smith

Digital Promise

Chief Operating Officer

_____ Date: 8/11/2017

Jose Arturo Sanchez Macias

San YsidrobSchool District

Deputy Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO, BORDER VIEW FAMILY FOR THE 2017-18 AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES – ATTACHMENTS A-I

BACKGROUND INFORMATION:
On June 8, 2017 the Governing Board approved the YMCA of San Diego County (Border View Family YMCA) as the provider for the 2017-18 ASES Program. YMCA has many years of experience serving the various communities in the South Bay area and has a proven record of outstanding academics with the San Ysidro community.

The District would like to include Attachments A through I to the YMCA Agreement providing more detailed information on the distribution of funds for the 2017-18 After School Education & Safety (ASES) Program.

• Attachment A: SYSD ELP Grant Funds	• Attachment F: Smythe ELP
• Attachment B: SYSD Local Funds	• Attachment G: Sunset ELP
• Attachment C: La Mirada ELP	• Attachment H: Vista Del Mar ELP
• Attachment D: Ocean View Hills ELP	• Attachment I: Willow ELP
• Attachment E: SYMS ELP	

RECOMMENDATION:
Approve/Ratify the inclusion of Attachments A through I to the agreement with YMCA of San Diego County (Border View Family YMCA) for the 2017-18 After School Education & Safety (ASES) Program detailing fund distribution from the ASES grant and 21st Century Community Learning Center (CCLC) grant.

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

Financial Implications?	Are funds for this item available in the 2017-18 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
NOT TO EXCEED $900,000.00 (Amount)	ASES Grant & 21st CCLC Grant (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

YMCA of San Diego County Sub-Contractor Agreement
Attachment A: San Ysidro School District ELP Grant Funds 2017-18

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0.00	0.00%	15503.53	2.00%	0	0.00%	15503.53	2.00%
San Ysidro School District	0	0.00%	24,806.00	3.20%	0	0.00%	24,806.00	3.20%
YMCA of San Diego County	38,758.82	5.00%	37,208.47	4.80%	658,899.96	85.00%	734,867.25	94.80%
Total Costs Retained	**38,758.82**	**5.00%**	**77,518.00**	**10.00%**	**658899.96**	**85.00%**	**775,176.78**	**100.00%**

	ASES/21st CCLC	AM Award Amount:	$117,398.24	AM Supplemental Award Amount	N/A
	ASES/21st CCLC	PM Award Amount:	$657,778.19	PM Supplemental Award Amount	N/A

YMCA of San Diego County Sub-Contractor Agreement
Attachment B-San Ysidro Local Funds 2017-18

Organization Name	Indirect Costs		Direct Administrative Costs Retained		Direct Service Costs Retained		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
San Ysidro School District	0	0.00%	0.00	0.00%	0	0.00%	0.00	0.00%
YMCA of San Diego County	24805.65	3.20%	0.00	0.00%	0.00	0.00%	0.00	3.20%
Total Costs Retained	**24,805.65**	**3.20%**	**0.00**	**0.00%**	**0.00**	**0.00%**	**0.00**	**3.20%**

Local Funds	24,805.65	AM Award Amount:	N/A	AM Supplemental Award Amount	N/A
		PM Award Amount:	N/A	PM Supplemental Award Amount	N/A

YMCA of San Diego County
La Mirada ELP 2017-18 Attachment C

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	2150.67	2.00%	0	0.00%	2150.67	2.00%
La Mirada	0	0.00%	3,441.08	3.20%	0	0.00%	3,441.08	3.20%
YMCA of San Diego County	5376.69	5.00%	5,161.60	4.80%	91,403.68	85.00%	101,941.97	94.80%
Total Costs Retained	**5,376.69**	**5.00%**	**10,753.35**	**10.00%**	**91403.68**	**85.00%**	**107,533.72**	**100.00%**

		AM Award Amount:	$15,430.74	**AM Supplemental Award Amount**	N/A
		PM Award Amount:	$92,103.00	**PM Supplemental Award Amount**	N/A

YMCA of San Diego County

Ocean View Hills ELP 2017-18 Attachment D

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	1697.19	2.00%	0	0.00%	1697.19	2.00%
Ocean View Hills	0	0.00%	2,715.51	3.20%	0	0.00%	2,715.51	3.20%
YMCA of San Diego County	4242.99	5.00%	4,073.28	4.80%	72,130.98	85.00%	80,447.25	94.80%
Total Costs Retained	**4,242.99**	**5.00%**	**8,485.98**	**10.00%**	**72130.98**	**85.00%**	**84,859.95**	**100.00%**

		AM Award Amount:	$10,375.00	**AM Supplemental Award Amount**	N/A
		PM Award Amount:	$74,484.98	**PM Supplemental Award Amount**	N/A

YMCA of San Diego County

San Ysidro Middle School ELP 2017-18 Attachment E

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	1512.18	2.00%	0	0.00%	1512.18	2.00%
San Ysidro Middle School	0	0.00%	2,419.48	3.20%	0	0.00%	2,419.48	3.20%
YMCA of San Diego County	3780.43	5.00%	3,629.21	4.80%	64,267.34	85.00%	71,676.98	94.80%
Total Costs Retained	**3,780.43**	**5.00%**	**7,560.87**	**10.00%**	**64267.34**	**85.00%**	**75,608.64**	**100.00%**

		AM Award Amount:	$10,806.73	**AM Supplemental Award Amount**	N/A
		PM Award Amount:	$64,801.91	**PM Supplemental Award Amount**	N/A

YMCA of San Diego County
Smythe ELP 2017-18 Attachment F

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	2222.86	2.00%	0	0.00%	2222.86	2.00%
Smythe	0	0.00%	3,556.58	3.20%	0	0.00%	3,556.58	3.20%
YMCA of San Diego County	5557.15	5.00%	5,334.87	4.80%	94,471.59	85.00%	105,363.61	94.80%
Total Costs Retained	**5,557.15**	**5.00%**	**11,114.31**	**10.00%**	**94471.59**	**85.00%**	**111,143.05**	**100.00%**

		AM Award Amount:	$17,595.00	**AM Supplemental Award Amount**	N/A
		PM Award Amount:	$93,548.05	**PM Supplemental Award Amount**	N/A

YMCA of San Diego County
Sunset ELP 2017-18 Attachment G

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	2360.64	2.00%	0	0.00%	2360.64	2.00%
Sunset	0	0.00%	3,777.02	3.20%	0	0.00%	3,777.02	3.20%
YMCA of San Diego County	5901.60	5.00%	5,665.54	4.80%	100,327.22	85.00%	111,894.36	94.80%
Total Costs Retained	**5,901.60**	**5.00%**	**11,803.20**	**10.00%**	**100327.22**	**85.00%**	**118,032.02**	**100.00%**

		AM Award Amount:	$26,175.77	AM Supplemental Award Amount	N/A
		PM Award Amount:	$91,856.25	PM Supplemental Award Amount	N/A

YMCA of San Diego County

Vista Del Mar ELP 2017-18 Attachment H

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	1697.18	2.00%	0	0.00%	1697.18	2.00%
Vista Del Mar	0	0.00%	2,715.49	3.20%	0	0.00%	2,715.49	3.20%
YMCA of San Diego County	4242.95	5.00%	4,073.23	4.80%	72,130.15	85.00%	80,446.33	94.80%
Total Costs Retained	**4,242.95**	**5.00%**	**8,485.90**	**10.00%**	**72130.15**	**85.00%**	**84,859.00**	**100.00%**

		AM Award Amount:	$10,375.00	AM Supplemental Award Amount	N/A
		PM Award Amount:	$74,484.00	PM Supplemental Award Amount	N/A

YMCA of San Diego County
Willow ELP 2017-18 Attachment I

Organization Name	Indirect Costs/Indirect Cost Rate Retained (Should not exceed 5% of total Grant Award)		Direct Administrative Costs Retained (Should not exceed 15% of Total Grant Award including Indirect Costs)		Direct Service Costs Retained (Should be at least 85% of total Grant Award)		Total Amount of Grant Award Retained By Organization	
	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award	Dollar Amount	% of Grant Award
San Diego County Office of Education	0	0.00%	3862.80	2.00%	0	0.00%	3862.80	2.00%
Willow	0	0.00%	6,180.48	3.20%	0	0.00%	6,180.48	3.20%
YMCA of San Diego County	9657.00	5.00%	9,270.72	4.80%	164,169.00	85.00%	183,096.72	94.80%
Total Costs Retained	**9,657.00**	**5.00%**	**19,314.00**	**10.00%**	**164169.00**	**85.00%**	**193,140.00**	**100.00%**

		AM Award Amount:	$26,640.00	**AM Supplemental Award Amount**	N/A
		PM Award Amount:	$166,500.00	**PM Supplemental Award Amount**	N/A

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

BACKGROUND INFORMATION:
The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 529742) "Triple P" Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2017-18.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2017-18 at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2017-18 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:

J. Arturo Sanchez Macias
Interim Superintendent

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 529742] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
    - three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- JFS will provide incentives and program materials to participants.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

SAN YSIDRO SCHOOL DISTRICT will:

- SAN YSIDRO SCHOOL DISTRICT school sites will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT school sites that choose to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than $15 per hour (not to exceed a total of $250 per person) to provide supervision during child activity groups.
    - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
    - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties.

No religious or faith based information will be disseminated or promoted through the programs and services offered under this Agreement.

The initial term of this agreement is July 1, 2017 to June 30, 2018.

JEWISH FAMILY SERVICE

Signed:_____

Name: Lea Bush, MSW/MPA,

Title: Director Community and Family Svcs

Date:_____

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Name: J. Arturo Sanchez Macias

Title: Deputy Superintendent

Date:_____

Board Approval: _____

For further information, please contact:
Oscar Gomez / (858) 637-3373
8804 Balboa Avenue
San Diego, CA 92123

Contact Information
Lorena Varela-Reed, Director
Preschool & Child Development
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 ext. 3583

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) FOR HEAD START PROGRAM

BACKGROUND INFORMATION:
A Memorandum of Understanding is required to enter into agreement between San Ysidro School Elementary School District and ECS Head Start for the purpose of providing Preschool & Child Development programs for children three and four years of age during fiscal year 2017-2018.

Head Start has a long tradition of delivering high quality services designed to foster healthy development in low-income children and their families. Program benefits include a range of individualized services in the areas of education and early childhood development such as: ▪ medical, dental, and mental health; ▪ nutrition ▪ family social services; and ▪ family engagement, including training and workshops for parents.

The monies will be used in fiscal year 2017-18 to fund two (2) preschool classes at the Preschool & Child Development Center (CDC) and one (1) preschool class at Sunset Preschool.

RECOMMENDATION:
Approve/Ratify the agreement with Episcopal Community Services for Head Start Program funding during fiscal year 2017-2018.

☐ **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 #

FUNDING SOURCE		
$292,500.00	Preschool & Child Development ECS Head Start Funds	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

HEAD START & EARLY HEAD START
SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY52

This Agreement is made on September 5th, 2017, between EPISCOPAL COMMUNITY SERVICES (ECS), a California nonprofit corporation, with its principal place of business at 401 Mile of Cars Way Suite 350 National City, CA. 91950, and SAN YSIDRO SCHOOL DISTRICT PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS ("Provider") with its principal place of business at 1880 Smythe Ave. San Ysidro CA. 92173. ECS and Provider are collectively referred to herein as the "Parties" or time to time individually as a "Party."

RECITALS - WITNESSETH

Whereas:

A. ECS will enter into a MEMORANDUM OF UNDERSTANDING (MEMORANDUM) for Program Year (PY) 52 with the Neighborhood House Association (NHA) for the Head Start Program of San Diego County effective September 5, 2017 through June 30, 2018. A copy of the MEMORANDUM, including attachments, is available at the offices of ECS and shall be furnished to Provider upon request.

B. As part of the obligations set forth in the MEMORANDUM, ECS has agreed to provide copies of the New 2016 Federal Head Start Performance Standards and other federal requirements, policies and procedures, forms and samples of record keeping systems to Provider to ensure compliance with Head Start/Early Head Start guidelines.

C. NHA received a grant under Title II-A of the Economic Opportunity Act of 1974, as amended, from the Administration of Children, Youth and Families of the United States Department of Health and Human Resources, requiring NHA to administer the Head Start Program in San Diego County.

D. Pursuant to the MEMORANDUM, ECS is a Delegate Agent to NHA to serve Head Start eligible children in accordance with the ECS Grant Application submitted to NHA (ECS Grant Application). A copy of the Grant Application is available at the offices of ECS and shall be furnished to Provider upon request.

E. Provider is a school district registered with facilities licensed by the State of California, Community Care Licensing to provide educational instruction to children 3 to 5 years of age and their families.

F. ECS desires to retain the services of Provider to assist ECS in the performance of its duties and obligations pursuant to the MEMORANDUM and the ECS Grant Application.

G. Provider desires to assist ECS with its duties and obligations as outlined in the MEMORANDUM and Grant Application.

1. **INCORPORATION OF RECITALS**

1.1 Incorporation of Recitals. The previous RECITALS are incorporated herein as though set forth in full.

2. **TERM OF AGREEMENT**

2.1 Initial Term. This Agreement will become effective on September 5, 2017, and will continue in effect through June 30, 2018, unless terminated earlier in accordance with provision in Section 8: Termination. If Provider: (a) fully performs as required herein; and (b) continues to operate, at its current level, as a preschool program licensed by the California Community Care Licensing, it is the intent of ECS to consider renewal of this Agreement beyond the initial term.

3. **SERVICES TO BE PERFORMED BY PROVIDER**

3.1 Specific Services. Provider agrees to perform the services specified in the "Description of Services" attached hereto as Exhibit A-G and incorporated herein by reference. These services shall be provided at certain licensed childcare preschool centers identified in EXHIBIT "A" (the "Sites").

3.2 Method of Performing Services. Provider will determine the method, details, and means of performing the services described in the Exhibit A-G, "Description of Services"

3 Status of Provider. Provider enters into this Agreement, and will remain throughout the term of the agreement, as an Independent Contractor. Provider agrees that Provider is not and will not become an employee, partner, agent, or principal of ECS while this Agreement is in effect. Provider agrees that it is not entitled to rights or benefits afforded to the employees of ECS, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Provider is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for Provider and for its employees and subcontractors.

3.3 Payment of IncomeTaxes.

Unless otherwise exempt from the payment of income taxes, Provider is responsible for paying all income taxes, including estimated taxes, incurred as a result of the compensation paid by ECS for services under this Agreement. On request, Provider will provide ECS with proof of timely payment. Provider agrees to indemnify ECS for any claims, costs, losses, fees, penalties, interest, or damages suffered by ECS resulting from the failure of the Provider to comply with this provision.

4. COMPENSATION

4.1 Payment of Compensation. Provider will be paid in accordance with the terms and conditions set forth in the "Schedule of Payments" attached hereto as Exhibit B.

5. OBLIGATIONS OF PROVIDER

5.1 Provider must inform ECS when new District Employees become employed throughout the program year, to ensure clearances are properly processed.

5.2 Medical Exam. New District Employees newly assigned to Head Start will schedule a physical exam, TB screening/assessment thru ECS's Medical Provider before they work with the Head Start children and there after every four years.

5.3 Immunization. Provider shall comply with California Health and Safety Code 1596.7995, and Community Care Licensing effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

5.4 Back Ground Check. New District Employee will get a back-ground check from Community Care Licensing thru ECS's designated live scan provider, before they work with the Head Start children.

5.5 Non-Exclusive Relationship. Provider may represent, perform services for, and contract with as many additional clients, persons, or companies as Provider sees fit.

5.6 Facilities, Tools, Materials, and Equipment. Unless otherwise specified, Provider will supply all facilities, tools, materials, and equipment required to perform the services under this Agreement.

5.7 Workers' Compensation. At all times during the term of this Agreement, including any extensions or renewals, Provider agrees to provide workers' compensation insurance for its employees and agents and agrees to hold harmless and indemnify ECS for any and all claims arising out of any injury, disability, or death of any of Provider's employees or agents. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.8 ECS will provide workers' compensation insurance for ECS staff stationed on Provider's premises.

5.9 Errors and Omissions Insurance. During the term of this Agreement, including any extensions or renewals, Provider agrees to maintain a policy of insurance in the minimum amount of two million dollars ($2,000,000) naming ECS and NHA as additional insured to cover any negligent acts or omissions committed by Provider or its employees or agent during the performance of any duties under this Agreement. In addition, Provider agrees to indemnify and hold ECS free and harmless from any and all claims arising from any such negligent act or omission. Provider will furnish ECS with a Certificate of Insurance evidencing compliance.

5.10 Liability Insurance. Provider shall provide comprehensive liability insurance with a minimum combined single limit coverage of $2,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof: arising from each occurrence. Deductible shall be subject to approval by Episcopal Community Services. Provider shall name Episcopal Community Services and its officers and employees as additional insureds on an endorsement as to all service performed by Provider under this agreement. Said policies shall constitute primary insurance as to Episcopal Community Services, the State and Federal Governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Provider's insurance policy or policies. Provider will

furnish Episcopal Community Servies with a Certificate of Insurance evidencing compliance.

5.11 Certificate of Insurance. Provider shall provide ECS with (a) certificate(s) of insurance and endorsement(s) evidencing liability, worker's compensation, and student accident insurances as a pre-requisite to signing this Agreement. If the Provider should renew the insurance policy (ies) or acquire either a new insurance policy (ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then the Provider shall provide (a) current certificate(s) of insurance. The insurance policies provided by the Provider shall include a provision for thirty (30) days written notice to ECS before cancellation or material changes of the above specific coverage. The Provider shall notify ECS of any changes that occur during the life of this agreement.

5.12 Employee Dishonesty Bond. Provider shall provide an Employee Dishonesty Bond with a minimum limit of $50,000.

5.13 Student Accident Insurance. Provider shall maintain for the term of this Agreement, student accident insurance in the amount of not less than: Accidental Dismemberment - $10,000.00.

5.14 Indemnity. To the extent permitted by law, Provider shall indemnify, hold harmless and defend ECS and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Provider and all claims, demands, actions or judgments or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with Provider's operation of the Sites and any transactions arising out of or related to this Agreement, including Provider's hiring, employment and/or management practices. Such indemnification by Provider shall apply unless such damage or injury results from the sole negligence or willful misconduct of ECS its officers, directors, agents or employees. The obligations under this section shall survive the termination of this Agreement.

5.15 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Provider without the

prior written consent of ECS.

6. WARRANTIES AND REPRESENTATIONS OF PROVIDER

6.1 License. Provider warrants and represents that it is currently licensed by the State of California as a child care facility. A copy of the current license must be provided to ECS. Provider will inform ECS Head Start of all Community Care Licensing (CCL) incidents reports and CCL site visits within 24 hours. ECS Head Start administration will inform NHA.

6.2 Background Checks. State of California licensing requirements include background checks of Provider's Director, all staff and employees before the initial start date of the contract and/ or assignment to any ECS Head Start classroom. Provider warrants and represents that exemptions have not been granted by the State of California for its Director, staff or employees. If Provider wishes to us exempt employees under this Agreement, it shall first obtain written permission from ECS in writing.

6.3 Absence of Lawsuits. Provider warrants and represents that there are no lawsuits, judgments, levies, actions or proceedings (legal or administrative) pending or threatened against it or affecting its facilities, of any type whatsoever.

6.4 Qualification and Skills. Provider warrants and represents that it has fully reviewed the Head Start Program Performance Standards contained in 45 CFR 1304, and has the qualifications and skills necessary to perform the applicable services specified therein, including, but not limited to, 1301, 1302, 1303, 1304, 1305, under this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Provider has complete and sole discretion for the manner in which the work under this Agreement will be performed. (See Operational Guidelines under Provider Professional Development).

6.5 Performance of Obligations and Duties. Provider warrants and represents that it will not take any action that would result in or cause ECS to breach its obligations pursuant to the MEMORANDUM.

6.6 Debarment, Suspension, Termination and/or Revocation.

A. Provider hereby certifies to the best of its knowledge that neither it, any of its principals, nor any subcontractor to be used in the performance of this Agreement:

(1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, California or local) transaction or contract under a public transaction; violation of federal or California antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, California or local) with commission of any of the offenses enumerated in subsection 2 of this Section 6.0; and,

(4) Has within a three (3) year period preceding this Agreement had one or more public (federal, California or local) transactions terminated for cause or default.

B. If unable to certify to the best of its knowledge the statements set forth above, Provider and/or any of its principals shall attach to this Agreement an account of the circumstances and any explanations therefore.

C. Provider further agrees to request this certification from any subcontractors that perform services under this Agreement.

7. OBLIGATIONS OF EPISCOPAL COMMUNITY SERVICES (ECS)

7.1 Cooperation of ECS. ECS agrees to comply with all reasonable requests of Provider and provide access to all documents reasonably necessary to the performance of Provider's duties under the Agreement.

7.2 Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ECS without the prior written consent of Provider.

8. TERMINATION OF AGREEMENT

8.1 Expiration of Agreement. Unless otherwise terminated or extended as provided in this Agreement, this Agreement will continue in effect until the end of the term as specified in Section 2: Term of Agreement.

8.2 Extension of Agreement. ECS may extend the term of this Agreement for a period not to exceed one (1) year from the expiration of the original term by giving Provider written notice no later than 60 days prior to the termination date, setting forth the new term.

8.3 Termination.

8.3.1 Upon reduction or elimination of funding under the Memorandum, ECS may terminate this Agreement upon issuance of written notice.

8.3.2 ECS may terminate this Agreement prior to the end of the term as specified in Section 2: Term of Agreement, by giving Provider thirty days (30) prior written notice of its intention to terminate this Agreement.

8.4 Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

8.4.1 Bankruptcy or insolvency of either party.

8.4.2 Revocation or loss of Provider's California Community Care (CCL) license as a preschool program. A letter is to be submitted to ECS from the Provider if license is lost.

8.4.3 Any act, or failure to act, or alleged act or alleged failure to act, by Provider that may result in the loss of Provider's license as a California Community Care Licensed Preschool program.

8.4.4 The termination or material modification of the MEMORANDUM between ECS and NHA, such that ECS can no longer comply with its terms and conditions, or those contained in this Agreement.

8.4.5 A finding by ECS in its sole and absolute discretion that the health, safety or welfare of one or more of the Head Start eligible children is or may be threatened, jeopardized, or in any way compromised by the continuation of the services provided herein.

8.4.6 Cessation of funding for this Agreement by any source, including Federal or NHA monies.

8.4.7 On the occurrence of any of these state events, ECS shall notify Provider in writing at which time this Agreement will automatically terminate. In its sole discretion, ECS may provide District with additional notice prior to the effective date of termination.

8.5 Termination for Default. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

8.5.1 The failure of ECS to pay Provider any compensation due within 30 days after written demand for payment, unless such failure results from Provider's failure to perform the services hereunder.

8.5.2 Provider's failure to complete the services specified in Description of Services (Exhibit A-G) and Schedule of Payments (Exhibit B).

8.5.3 Provider's breach of any warranty, representation or agreement contained in this Agreement.

8.5.4 ECS' breach of any warranty, representation or agreement contained in this Agreement.

8.5.5 Upon Termination. In the event of Termination, Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. If this Agreement is terminated because Provider failed to perform properly any of its obligations, the cost to ECS of completing Provider's performance shall be deducted from any sum due Provider under this Agreement, without prejudice to ECS's rights otherwise to recover its damages. Further, in the event of termination, all children participating in this Agreement shall remain with ECS under the Head Start/Early Head Start program and shall no longer participate in said program with the Provider.

9. REPORTING REQUIREMENTS

9.1 Reports and Assessments. Provider will maintain and retain detailed reports and assessments on all children participating in the Head Start Program. Provider will submit to ECS such reports set forth in Exhibit A which includes: Monthly In-Kind, list of loaned equipment or materials, and children files. Provider's failure to submit the required reports and assessments to ECS may result in withholding of payment to Provider.

9.2 Retention of Records. At the completion of the term as specified in Section 2: Term of Agreement. Provider shall return and provide to ECS all loaned equipment, children/family files, financial records, unused materials, final reports, furnished curriculum materials and any other such items as made available to the Provider by ECS or required by this Agreement to be maintained by the Provider. Additionally, Provider shall retain all records and reports relating to the performance of its duties and obligations hereunder for a period of five (5) years following the expiration or termination of this Agreement.

9.3 Copies of Records. Provider and ECS shall have joint access to records or reports upon request. ECS shall have the right to copy such reports or records at its expense.

9.4 Right of Inspection and Audit. Provider shall maintain and/or make available within San Diego County accurate books and accounting records (at a minimum, a basic listing of income/receipts and expenses) relative to all its activities. Provider will permit ECS to audit, examine and make excerpts or transcripts from all data and records, and to make audits of all invoices, materials, payrolls, records and personnel and other data relating to all matter covered by this Agreement. Provider shall maintain such data and records for a period not less than five (5) years. Any Federal agency or ECS funding source having an interest in the subject of the Agreement and must make repayment to ECS shall have the same rights conferred upon ECS. Provider is liable for any disallowances resulting from such inspections or audits.

10. DISCRIMINATION

10.1 Discrimination. Provider has been retained to assist ECS to administer the Head Start program. The Head Start program has, as its very basis, a goal of providing economically disadvantaged children and their families an opportunity to get a head start in the educational processes of children. In this regard, the Provider will not discriminate against any employee or applicant for employment in its Head Start program because of race, creed, color, national origin, sex, age, physical handicap, religion, sexual orientation or economic background. Provider will comply with the requirements concerning discrimination and compliance information set forth in regulations promulgated by the Administration for Children, Youth and Families Department of Health and Human Resources pursuant to the Civil Rights Act of 1964. Provider agrees to execute all available governmental prepared forms to confirm this non-discrimination provision.

11. GENERAL PROVISIONS

11.1 Notices. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving

written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

11.2 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Provider for ECS and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

11.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

11.4 Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other, be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties will each appoint one person to hear and determine the dispute. If those two persons are unable to agree, then they will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in a proportion the arbitrators determine.

11.5 Attorneys' Fees. If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

11.6 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

11.7 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of ECS and Provider, and do hereby agree to the full performance of the conditions and covenants herein contained, and have caused this document to be executed by setting hereto their names, titles, signatures and date:

Episcopal Community Services "ECS"

By: _____ Dated: _____
Signature

Doug Reiss
Print

CFO and CAO
Title

PROVIDER –
[San Ysidro School District]

By: _____ Dated: _____
Signature

J. Arturo Sanchez Macias
Deputy Superintendent

EXHIBIT A
DESCRIPTION OF SERVICES

SERVICES CONDUCTED BY PROVIDER:

1. Provide a Health and Safe Environment in accordance with the Head Start Performance Standard, ECS Head Start Standard Health and Safety Checklist and Community Care Licensing Regulations.

2. Provide educational services for Head Start eligible children and their families for no less the 135 days during contracted period, Monday through Thursday. Provider shall ensure that One Hundred Percent (100%) enrollment is achieved on, the first-class day of Head Start, as established by and reported to the Office of Head Start, and maintained for the duration of the Agreement by providing Head Start services to **65** children and their families.

3. Provide Daily Child Development Services as follows:

   San Ysidro Child Development Center:

   a) Provider will operate two (2) part day classes of 24 children.

      -Monday through Thursday – At least (3.5) hours, not to exceed (4) hours per service day per child as stated 1302.21 Head Start Performance Standards.

      -Hours of service (operation) at SYCDC Head Start part day will be 8:00 am to 11:30 pm

      -The SYCDC State preschool program will run from 11:30 am to 2:30 pm the SYCDC Preschool Teachers will sign a waiver to sign the children into the SYCDC State program after the children have been in the ECS Head Start program. The Daily Schedule (Exhibit H).

Sunset Preschool:

a) Provider will operate one (1) part day class of 17 children.

-Monday through Thursday - At least (3.5) hours, not to exceed (4) hours per service day per child as stated in 1302.21 Head Start Performance Standards.

-Hours of service (operation) at Sunset will be 8:00 am to 11:30 am

4. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers (signs must include the statement "Head Start classroom is funded by Neighborhood House Association"), website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

5. Provide recruitment information to individuals interested in the Head Start program, including information about Head Start permitting children who are not potty trained to participate.

6. Ensure Head Start application are properly routed to ECS Head Start Eligibility office for eligibility determination and to go through the ECS Head Start prioritization and selection process. All applicants to the Head Start program will be eligible to request all Head Start program options (including center-base, home base and family child care options) if not selected for Provider's location.

7. Provide a daily non-shared work space, including a desk, phone and file cabinet with a lock and key, for the Head Start Family Support Technician near the Head Start classrooms.

8. Allow compliance assurance (planned and unplanned) visits by grantee NHA and ECS Head Start staff during ECS Head Start hours of service, including site and document/record review.

9. Maintain confidentiality of Head Start children, and family information and their records. These records are to be kept in a cabinet with a lock and key and secure location. Follow all FERPA, ECS Privacy Policy and HIPPA regulations.

10. Provide Daily Attendance Sign-In Sheet forms for children participating in the program. The Attendance Sign-In Sheet copies are given to the ECS Head Start Family Support Technician daily.

11. Prohibits of expulsion and suspension of Head Start children.

12. The Teachers will provide child development services as specified in the Head Start Performance Standards to include the following Services:

    a) Developmental assessments, the Desired Results Developmental Profile 2015 for Head Start children 3 times per year, ensuring the DRDP scores are entered into the DRDP Tech website, according to the ECS Head Start Education timeline.

    b) Developmental screening tools, the ASQ-3 and ASQ-SE as approved by ECS, including the scoring of both screening tools and teachers sharing the results with parents using the ASQ's Notification form within the 45-day timeline.

    c) Maintain an individualized portfolio as specified by ECS on all Head Start Children.

    d) Implementing daily tooth brushing in the classroom schedule, which includes providing the cups for tooth brushing. ECS will provide the toothbrushes, toothpaste and sanitizing system.

    e) Implement Kinder Transition activities throughout the year with the children and parents.

13. The Teachers will provide for individualized education for each Head Start child using the ECS Weekly lesson plan or equivalent, ensuring documentation of individualization on the weekly lesson plan section. All Weekly Lesson plans must be submitted electronically to ECS Manager prior to the beginning of the week.

    a) Individualization will focus on developmentally appropriate learning experience in language. For Dual Learners, teaching practices will focus both English language acquisition and the continued development of home language.

14. Implement a scientifically research-based early childhood education curriculum as defined by the Head Start Act and the Head Start Performance Standards and approved by ECS.

    a) Curricula will be aligned to the Head Start Early Learning Outcomes Framework: Ages Birth to Five.

    b) Staff will effectively implement curricula and monitor and report twice a year per class the curriculum implantation and fidelity for continuous improvement of its implementation through the system of training and professional development.

15. The Teachers will conduct no less than two (2) Parent/Teacher conferences and two (2) Home Visits with the parents of Head Start children for discussing the development and/or transition of the child within the ECS Head Start timeline.

16. The Teachers will provide, document and submit Home Center Activities for each Head Start child using the ECS Home Center Activity form or equivalent.

17. Document all parent participation or volunteer efforts on ECS Head Start in-kind forms. Must meet the required amount of in-kind i.e. "in-kind parental volunteer time" during the program year.

18. Establish a parent information board in an approved area in/or near classroom. The information board must include the statement "This Head Start classroom is funded by Neighborhood House Association".

19. Participate in monthly Head Start shared governance center committee meetings on-site with parents of enrolled children.

20. Offer family-style meals and snacks that conform to Community Care Licensing and CACFP/School Lunch nutrition standards; provide 1/3 of the daily nutritional requirements for part day children.

21. Provide field trip (s) per classroom per year which may be offered either on-site or off-site, at no cost to the enrolled families. On all Fieldtrips, each child must be accompanied by their parents or guardian. ECS Manager must be notified within two weeks prior to the event.

22. Abide by the ECS Head Start Discipline policy and Head Start Code of Conduct.

23. Maintain copies of all records and documents on site. Copies of required documents to be maintained include but are not limited to Teacher's: CPR/First Aid certification, Physical and TB documentation, and evidence of educational units earned in support of provision of services.
24. In collaboration with ECS's Health and Safety Protocols provided by ECS, which may be modified from time to time, including:

- Correcting in a timely manner any findings reported after the monthly Health and Safety monitoring conducted by ECS Head Start staff.
- Submitting all Corrective Action Taken/Plans in writing, if there were any Health and Safety findings.
- Completing and maintaining the Daily indoor outdoor Inspections form
- Completing and maintaining the ECS Head Start "Classroom Summary"
- Maintaining the First Aid Kits (indoor and outdoor) to ensure it has ample supplies
- Ensuring the ECS compliance notices are posted in all Head Start classrooms (i.e First Aid chart, Fire/Earthquake drills, etc.)
- Ensuring Rescue Medication (i.e. Epi-Pen and inhalers) are accessible to Teachers including outdoor playtime.
- Use outdoor and classroom transition safety per the Head Start protocols.
- Use of door dingers on all exit doors.
- Use of safety vests or ID/wristbands for all children during field trips.
- Raising of gates and latches to appropriate heights as required by grantee (NHA)
- Use of Safety Ropes during outdoor transition activities (when applicable)
- Implement the Exit Pass protocol process.
- Implement the "Active Supervision Protocol" which includes the Six Strategies to keep children safe: Set up the Environment, Position Staff (i.e. zoning) Scan and Count, Listen, Anticipate Children's Behavior, Engage and Redirect. (Exhibit G).
- Annual Fire inspections by certified Inspectors will be conducted and a copy given to ECS Manager.

25. In the time period established by ECS, Provider agrees to the following:

A. Utilize an approach to Child Development and Early Childhood Education that is developmentally and linguistically

appropriate and recognizes the individual development rates amongst children. This approach should also be inclusive of children with disabilities.

B. Keep the necessary records to maintain compliance with the Head Start Performance Standards, e.g., enrollment, attendance, educational screenings, etc.

C. Children's attendance shall be highly promoted, children cannot be suspended or expelled for excessive absences or tardiness unless all efforts are looked into by the designated Family Support Technician.

D. Support each parent's participation in the Agreement process for the purpose of establishing family goals, responsibilities, timetables and strategies for achieving these goals as well as progress in achieving them.

E. Use its best efforts to promote participation in the Head Start governance process to parents with pre-school age children between the ages of three and five years old, e.g., notification of center committee meetings.

F. The Teachers will conduct and document regular emergency/evacuation drills. Documentation shall be made available to ECS staff.

G. By January 15, 2018 ensure at least ten percent (10%) of the children enrolled at the Sites have an active IEP as defined in 45 CFR Part 1305. Provider shall adhere to all Head Start Program Performance Standards on Services for Children with Disabilities (45-CFR-1308).

H. Work collaboratively with the ECS Head Start staff, when it is determined that an enrollment vacancy exists, to fill this vacancy immediately with the next eligible child on the ECS Wait List, throughout the program year, which includes the last 30 days of the school year.

I. Use ECS's ERSEA eligibility criteria data to determine which families will be enrolled; recruit and enroll Federal Head Start income eligible children; design services for children and families.

J. Provide quarterly documentation of non-Federal share (volunteer/in-kind/etc.) to ECS, with the fourth quarter due by June 30, 2018.

K. Establish Quarterly Collaboration meetings with the ECS staff for open communication.

L. Allow outside agencies to conduct CLASS observation two times per year and permit Pre-and Post assessments on all Head Start children.

M. Insure Bus Evacuation Drills are conducted by the District Transportation Department two times per program year.

Facilities Services

26. Notify ECS in writing of any changes in license status of any facility used for Program Services in the performance of this Agreement within 24 hours of such occurrence.

27. Notify ECS of any reportable license incidents/accidents that occur at the Sites' within 24 hours and provide ECS a copy of the incident report that is filed with CDSS/CCL.

28. Services from Provider shall be completed at the Sites below. Any changes in Sites shall require prior written authorization from ECS.

SYCDC HEAD START SITES

San Ysidro School District
Preschool and Child Development Programs
1880 Smythe Ave.
San Ysidro CA. 92173.
Phone: (619) 428-2352
Fax: (619) 428-1393

Sunset Preschool
3825 Sunset Ln.
San Ysidro CA. 92173
Phone: (619) 428-2352
Fax:(619) 428-1393

EXHIBIT B
SCHEDULE OF PAYMENTS

COMPENSATION:

1. ECS will reimburse for full contract amount in monthly installments, on a 10 month payment schedule, beginning September 2017 to June 2018. Provider must sign and submit the ECS Head Start Provider Invoice including the monthly attendance reports from PROMIS for these months.

2. Total compensation from ECS to Provider shall not exceed **Two Hundred Ninety Two Thousand and Five Hundred Dollars $292,500.00.**

3. Funds provided by ECS to Provider shall not be used for any purposes impermissible under the Head Start program. Permissible costs include personnel, fringe, supplies and materials, equipment, training and staff development, field trips, printing and publications, meals for parent meetings and such other allowable costs associated with Provider's performance of services.

CLAIMS:

1. Claims are due by the first day of the month following the month indicated in the payment schedule.
2. Provider must sign and submit the ECS Head Start Provider Invoice including monthly attendance reports from PROMIS for these months.

PAYMENTS:

1. ECS will deliver Provider payment via direct deposit.
2. ECS may withhold payment until the reports, data, audits or other information required by ECS for contract administration or to meet reporting or auditing requirements are received and approved.
3. ECS may also withhold payment if Provider is in non-compliance with the terms of this Agreement.
4. ECS will withhold payment in the event of official notice of legal garnishment. ECS will comply with the terms of such notice of garnishment.
5. ECS shall distribute to Provider no later than the end of February an applicable tax year Form 1099-MISC for the purpose of Provider tax filing requirements.
6. ECS has the right to withhold payment to Provider when, in the sole opinion of ECS expressed in writing to Provider, (a) Provider's performance, in whole or in part, either has not been carried out or is insufficiently documented, and/or (b) Provider has failed to sufficiently document its request(s) for payment as outlined herein

OTHER:

1. Approved claims shall be paid only from funds granted to ECS through its agreement with Neighborhood House Association (NHA) by ACF, pursuant to the Head Start program, and Provider hereby waives any claim it may have against any other funds of ECS. This Agreement is valid and enforceable only if sufficient funds are made available to ECS by NHA and ACF for the purpose of conducting the program identified in this Agreement. Any expenditures or obligations by Provider made prior to the commencement date of the term of ECS's agreement with NHA will not be accepted by ECS for reimbursement unless approved in writing by ECS.

2. Payments to Provider for all services provided by provided under this Agreement shall only be for costs associated with allowable ~~costs~~ services that are actually provided in the performance of Provider's obligations under this Agreement.

3. Provider's allowable costs are only those which are determined in accordance with:

   A. Department of Health and Human Services Administration of Grants Federal Regulations 45 CFR Part 92 including any amendments thereto and the applicable Subpart listed hereunder; and other documents regarding principles for determining and allocating the allowable costs of providing the services; and any standards set forth for determining the allow ability of selected items of costs of providing the services. Equipment costs over $5,000 must have prior approval from ECS.

   B. Federal Management Title 2, Subtitle A, Chapter II, Part 225, including any amendments to the circular published in the Federal Register by OMB is to be used for determining allowable costs of activities conducted by state and local governmental agencies.

   C. An approved budget by ECS.

   D. Section 653 of the Head Start Act. Provider shall, within ten (10) days prior to the effective date of this Agreement, execute the Employee Compensation Cap Certification, attached hereto as EXHIBIT "F", with respect to Head Start personnel allocated to this Agreement.

4. For the purposes of payment, one unit of service is defined as one month of full-day/part day/home base Federal Head Start/Early Head Start services for one child slot, not to exceed twelve (12) months during the term of this Agreement. The dollar amount specified as a unit of service shall be determined from reasonable and allowable costs.

5. Provider shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be inappropriately commingled with other funds of Provider. All Head Start funds must be deposited in a FDIC bank account. ECS shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.

EXHIBIT C

ECS HEAD START & EARLY HEAD START

STATEMENT OF COMMITMENT

HEAD START CODE OF CONDUCT (PERFORMANCE STANDARD 1302.90)

A program must ensure all staff, consultants, contractors and volunteers abide by the program's standards of conduct that:

1. Ensure staff, consultants contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;

2. Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

   A. Use corporal punishment;
   B. Use isolation to discipline a child;
   C. Bind or tie a child to restrict movement or tape a child's mouth;
   D. Use or withhold food as a punishment or reward;
   E. Use toilet learning/ training methods that punish, demean, or humiliate a child;
   F. Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
   G. Physically abuse a child;
   H. Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or
   I. Use physical activity or outdoor time as a punishment or reward;

3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;

4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local and tribal laws; and,

Ensure no child is left alone or unsupervised by staff consultants, contractors, or volunteers while under their care.

EXHIBIT D
DESCRIPTION OF SERVICES

SERVICES BY EPISCOPAL COMMUNITY SERVICES:

1. Provide programmatic support as defined in the ECS Standard Operating Procedures and Service Plans.

2. Include Head Start eligibility requirements and pertinent information on the District recruitment materials such as flyers, website etc., for distribution to the community to ensure Head Start is part of the Preschool and Child Development Programs San Ysidro School District information.

3. Provide family, health, social and supportive services to Head Start eligible children and families enrolled at the facilities operated by Provider.

4. Conduct fiscal and programmatic reviews during its on-going monitoring process as needed or as required by the Administration for Children and Families.

5. Any services not specified in this Agreement, which ECS shall not be obligated to do, an additional fee payable to ECS shall be negotiated in good faith between the Parties. Any additional services and/or fees to be added to this Agreement shall be set forth in a written amendment and executed by the Parties. The fees payable to obtain any Additional Services, shall be based on ECS's then current rates, to be negotiated.

EXHIBIT E

Provider agrees to adhere to the following contractual provisions.

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E. O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276(c)** - All contracts and sub grants in excess of $2,000 for construction or repair awarded by recipients and Contractors shall include a provision for compliance with the Copeland "Anti - Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis - Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and Contractors of more than $2000 shall include a provision for compliance with the Davis - Bacon Act (40 U.S.C.276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed And Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 - 333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for the transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements or the performance of experimental, developmental, or research work shall provide for the rights of the Federal Governments and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, "and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sq.), as amended** - Contracts and sub grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 152)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O. s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Facilities** - The facility which will be purchased, constructed, or renovated will comply with local licensing and code requirements, ADA, Section 504, and Flood Disaster Protection Act. [45 CFR §1309.10(f)] As evidence of Provider's compliance with the local licensing and code requirements, Provider will submit a copy of the Certificate of Occupancy and a Daycare License for the facility.

10. **Subordination -** If the lender requires a Subordination Agreement, then Provider assures that the Subordination Agreement with the lender or the landlord,' in the case of leased property, must be evidenced by a written agreement with the responsible HHS official and not waive the application of 45 CFR §§1309.21(d) and 1309.22. Provider will submit a draft of the Subordination Agreement to the Regional Office for OGC clearance. [45 CFR §1309.21(f)].

11. **Draft Mortgage –** Provider assures that it will submit a copy of a draft mortgage agreement that contains the requirements of 45 CFR §§1309.22(a), (b), (c), if Provider expect to take loan on the proposed facility. [45 CFR §§1309.22(a), (b), (c)]

12. **Uniform Relocation -** Provider assures that it will comply with requirements of Uniform Relocation Assistance and Real Property Acquisition Policies Act. [45 CFR §1309.10(o)]

13. **Operation Costs -** Provider assures that it will have the ability to meet all the operational costs for the facility within our existing funding level. [45 CFR §1309.11(d)(2)]

14. **Modifications –** Provider assures that it will get a prior written approval from an HHS official for unsolicited modifications of the contracts or when materially altering the costs of the project. [45 CFR §74.44(e)(5)]

15. **Insurance -** Provider assures that it will obtain insurance coverage for the facility which includes student liability insurance, title insurance, physical destruction insurance, etc. Provider will submit copies of such insurance policies to NHA'S Project Manager within five days of acquiring the facility. [45 CFR §1309.23]

16. **Facilities -** Provider assures that it shall maintain the facility acquired, renovated, or constructed with grant funds in a manner consistent with the purposes for which funds were provided and in compliance with State and local government property standards and building codes. [45 CFR §1309.23(c)]

17. **Grant Limitations -** Provider assures that it will comply with all the terms and conditions placed on the grant award regarding the project (that includes but is not limited to the inspection reports, use of the facility, default on mortgage, insurance, maintenance of facilities, copies of official documents, retention of records, audits, prior approval for use of grant funds, program income, procurement procedures, Federal Interest, etc.).

18. **Construction or Renovation -** Provider assures that it will record the Notice of Federal Interest in the appropriate office of land records for the county where the facility is located at the time of commencement of construction or renovation or immediately after the purchase of the facility in accordance with 45 CFR §1309.21. Provider will submit a copy of the Notice of Federal Interest that includes all the requirements contained in 45 CFR §1309.21(f) to the Regional Office within 10 business days after the Notice has been recorded and stamped by the land records office. [45 CFR §1309.21]

19. **Facilities Lease –** Provider assures that, in the case of a leased facility where Federal funds will be expended to complete a major renovation of that facility, provider will execute a lease amendment, and will attempt to file it with the lease for the facility in the appropriate local land records.

20. **Notice of Federal Interest and Certification Assurances** – In the event Provider uses Head Start grant funds to lease property or to complete a major renovation of the leased premises, Provider agrees not to sublease, assign, or otherwise transfer the leased property, or use the property for any non-grant purpose, without the express written approval of the responsible HHS official. Provider further agrees to:

    (a) Provide ECS's Project Manager with notice of any default by Provider under the Lease, on the date of the discovery of such default;
    (b) Provide ECS's Project Manager with notice of that the Lessor has notified Provider of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Provider receives such notice from the Lessor;
    (c) Notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property for which the Federal government has a beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1309, 1310 and relevant decisions of the United States courts. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

    In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR Parts 74, 92, and 1309, 1310 and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

    The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.

The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.

The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families., Office of Grants Management., 90 Seventh Street., 9th Floor., San Francisco., California 94103.

21. Provider further hereby assures and certifies to ECS that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-I02, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). To the extent applicable, Provider assures and certifies to ECS that:

A. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Provider to act in connection with the Agreement and to provide such additional information as may be required.

B. It, and· any subcontractor hired by Provider to perform on its behalf hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O.11375, "Amending Executive Order 11246, relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

C. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508; and 7324 7328), which limits the political activity of the employee.

D. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

F. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").

G. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of2000 (22 U.S.C. §§ 7104, et seq.) which authorize the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Provider or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.

H. It, and any subcontractor hired by Provider to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment
Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.

I. To the extent applicable, if Provider, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than $2,000, Provider agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

J. Regarding all negotiated contracts, excluding those for less than $2,500, ECS, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

K. It, and any subcontractor hired to perform on its behalf hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

I HAVE READ AND UNDERSTOOD THAT THE ABOVE INDICATED ASSURANCES ARE REQUIRED TO BE COMPLIED WITH BY THE SAN YSIDRO SCHOOL DISTRICT PRESCHOOL AND CHILD DEVELOPMENT PROGRAMS, A CALIFORNIA SCHOOL DISTRICT, WITH PRIMARY OFFICES LOCATED AT 1880 SMYTHE AVE. SAN YSIDRO CA. 92173

Signature,
San Ysidro School District

_____ Date Signed: 09/14/2017

Rosaleah Pallasigue
President of the Governing Board

EXHIBIT F
EMPLOYEE COMPENSATION CAP

Abstract
Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is $187,000.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

J. Arturo Sanchez Macias
Name

09/15/2017
Date

Deputy Superintendent
Title

San Ysidro School District
Organization

_____
Signature

EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attach form). Retain one at your site and send a copy to your Manager.

Child Exit Pass Implementation Plan

Site: _____ Date: _____

Name of Exit Greeter: _____

Location of Exit Gate/Door: _____

Times that Gate Keeper is assigned at Exit Gate/Door:

_____ AM Session (5-10 minutes before dismissal)
_____ PM Session (5-10 minutes before dismissal)

"Rainy Day" Plan: _____
_____
_____
_____
_____

Special Accommodations for Site-Specific Needs: _____
_____
_____
_____
_____

_____
Site Supervisor Signature

EXHIBIT H

Daily Schedule

8:00-810	Arrival/Hand Wash
8:10-8:30	Breakfast
8:30-8:35	Brush Teeth
8:35-8:50	Circle Time
8:50-9:05	Small Group Instruction
9:05-9:35	Outdoor Time
9:35-9:40	Hand Wash
9:40-10:40	Independent Centers Time
10:40-11:00	Lunch
11:00-11:10	Brush Teeth
11:10-11:30	Circle Time
11:30-12:30	Quiet~Rest Time
12:30-12:40	Snack Time
12:40-12:50	Circle Time
12:50-1:05	Small Group Instruction
1:05-1:20	Outdoor Time
1:20-2:20	Independent Centers Time
2:20-2:30	Closing Circle Time
2:30	Dismissal

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS - LIVE WELL, SAN DIEGO! PROGRAM FOR 2017-2018

BACKGROUND INFORMATION
San Diego County Office of Education (SDCOE) has contracted for consulting services to address the issue of early childhood obesity by educating adults working with young children. Those adults identified for services are those who work with Quality Preschool Initiative (QPI) preschool children in San Diego County. This program is in support of the Live Well San Diego! Program and emphasizes the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health.

The mission and efforts of Live Well, San Diego! includes the mission and activities of the San Diego County Obesity Initiative (COI). The Early Childhood Programs receiving QPI Grant reimbursements will support Live Well, San Diego! by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity by implementing a nutrition and physical activity group three (3) times per week for 1.5 hours each for forty-eight (48) weeks during July through June. The grant award will cover the costs associated with the agreement between the consultant/subcontractor providing the nutrition and physical activity trainings at the District. Total estimated grant: $27,984.00 ($583.00 per week for 48 weeks).

RECOMMENDATION:
Approve the agreement with the San Diego County Superintendent of Schools to provide compensation for consulting services in support of the Live Well San Diego! Program in the amount of $27,984.00.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

Grant Award $27,984.00	Preschool & Child Development (QPI – Live Well)	12-06-9024-000-0001
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Agreement Number: _____

This Agreement, for services is entered into this 30th day of June, 2017, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and AGENCY (hereinafter referred to as "Contractor") who agrees to provide the following services to the County:

1. Scope of Services.
Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Compensation and Reimbursement.
County shall compensate and reimburse Contractor as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

3. Term of Agreement.
The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

4. Termination.
This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 60-day written notice to Contractor. During said 60-day period Contractor shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this Agreement, misrepresentation by Contractor in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected by delivery of written notice of termination to Contractor. Such termination shall be effective upon delivery of said notice.

5. Confidential Relationship.
County may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.
Contractor acknowledges that the San Diego County Superintendent of Schools is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The San Diego County Superintendent of Schools acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the San Diego County Superintendent of Schools may submit to Contractor information that the San Diego County Superintendent of Schools considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.
All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of County and shall be delivered to County by Contractor upon demand.

8. No Assignments.
Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

9. Audit.
Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the County and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

10. Independent Contractor.
It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the County.

11. Licenses, Permits, Etc.
Contractor represents and declares to County that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

12. Contractor's Insurance.
Contractor shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

13. Pupil Safety/School Safety Act.
Contractor shall comply with all provisions of Education Code section 45125.1 et.sec.as applicable to the determination below. The COUNTY has completed the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with COUNTY'S pupils.

_____ The COUNTY has determined that greater than limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____The COUNTY has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a COUNTY employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

__x__ The COUNTY has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by Lucia Garay, Executive Director

Signature _____ Date _____
(County Program Manager/Director)

14. Tuberculosis Clearance.
Contractor shall certify in writing that Contractor's employees, volunteers and subcontractors receive clearance for TB.

15. Indemnification.
The Contractor agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, the Contractor's performance or lack thereof under this Agreement.

16. Tobacco-Free Facility.
The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

17. Notices.
Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

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

19. Compliance with Law.
The Contractor shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

20. Counterparts.
This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

21. Debarment, Suspension or Ineligibility Clause.
By signing this Contract, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
ii. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

22. Final Approval.
This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

23. Employment with Public Agency and Retirees.
Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

24. Entire Agreement.
This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**SAN YSIDRO SCHOOL DISTRICT**
_____	_____
By (Authorized Signature)	By (Authorized Signature)
Lora Duzyk	J. Arturo Sanchez Macias
Name (Type or Print)	Name (Type or Print)
Assistant Superintendent, Business Services	Deputy Superintendent
Title	Title
_____	August 10, 2017
Date	Date

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "A": Special Provisions

A. Scope of Services.
Contractor agrees to perform consulting services as required by County. Contractor shall provide the necessary qualified personnel to perform the services as detailed below.

Contractor agrees to:

A. Furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply services to the County ("Services"). The Services are more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
B. Comply with First 5 Commission Mandatory Article Flow-Down "recitals." A copy of this agreement document is attached as **Exhibit "C"**.

B. Compensation and Reimbursement.
For the period of July 1, 2017 to June 30, 2018, County and Contractor agree to share costs for consulting services for addressing the issue of early childhood obesity by educating a minimum of twelve (12) adults. Adults identified for services are those who work with QPI preschool children (parents, teachers, classroom assistants, other preschool personnel, and SDCOE Early Education Support providers) in east and south San Diego County. Program is in support of the San Diego County *Live Well San Diego!* Program and shall emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health. Total estimated contract: **$583.00 per week per group of 12 adult participants X 48 weeks = $27,984/group = $27,984.**

Invoices must include the County assigned agreement number which will be stipulated in this Agreement once the parties have consented to the terms and the document is fully executed.

C. Term of Agreement.
This Agreement shall be effective from the period commencing upon July 1, 2017, and ending June 30, 2018, unless sooner terminated by County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to County any and all equipment, documents or materials and all copies made thereof which Contractor received from County or produced for County for the purposes of this Agreement.

D. Project Contacts.
The parties' representative contacts for the management of this project are:

SDCOE: Lucia Garay
6401 Linda Vista Rd
San Diego, CA 92111
(858) 292-3801
lgaray@sdcoe.net

Contractor: Lorena Varela-Reed
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x 3583
lvreed@sysd.k12.ca.us

D. Legal Notices.
All notices hereunder shall be in writing and sent to the following address:

To SDCOE: Assistant Superintendent, Business Services
6401 Linda Vista Rd
San Diego, CA 92111

To Contractor: Lorena Varela-Reed
4350 Otay Mesa Road
San Ysidro, CA 92173

E. Contractor's Insurance.
The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Contractor shall maintain limits no less than:

A. **Commercial General Liability** including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $4,000,000.
B. **Automobile Liability**: $1,000,000 each accident for bodily injury and property damage.
C. **Employer's Liability**: $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego and Commission.
D. **Professional *Errors and Omissions* Liability**: $2,000,000 per claim with an aggregate limit of not less than $4,000,000. ***Any*** self-retained limit shall be greater than $25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit had been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.
E. **Improper Sexual Conduct**: $1,000,000 per occurrence with an aggregate of not less than $2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
F. **Cyber Security Liability**: Coverage for both electronic and non-electronic data breach of $1,000,000 per occurrence with an aggregate limit of not less than $2,000,000 and shall cover all of Contractor's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Contractor's, Commission's or County's computers or servers to affect, alter, copy, corrupt, delete, disrupt or destroy a computer

system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic date, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

The Contractor shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

F. Workers' Compensation.
The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the County the following certificate:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

G. Data Privacy and Protection
All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the San Diego County Superintendent of Schools (County).

All content/data created by the County or by its students or personnel using the service provided will cease to be retained by the Contractor at the conclusion of this contract and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this contract. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The Contractor uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility

- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the County within 24 hours of the Contractor discovering an unauthorized access or disclosure of County data.
The Contractor and the County will work together to ensure compliance with FERPA regulations as applicable.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work

Goal: Live Well San Diego Intensive Pilot				
	TASK	**BY WHEN**	**BY WHOM**	**EVIDENCE OF COMPLETION**
1	The contractor shall be familiar with the mission and efforts of *Live Well, San Diego!* which includes the mission and activities of the San Diego County Obesity Initiative (COI). The contractor shall support *Live Well, San Diego!* by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity. The program shall address the issue of early childhood obesity by educating a network of adults employed by the contractor. The program shall emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health.	Reports Due on a Quarterly Basis, by the 15th of the month following the end of each quarter	Participating Staff	Quarterly Narrative Reports
2	The contractor shall implement a nutrition and physical activity group three (3) times per week for 1.5 hours each for forty-eight (48) weeks during July 2017, through June 2018. A minimum of 12 participants per group must make a commitment to the program for the year. Any group member who does not have consistent attendance, shall be replaced by a new member. Each group member shall establish target goals for body fat reduction, nutrition and physical activity. Progress shall be tracked on a weekly basis. Quarterly progress reports for each group shall be submitted to SDCOE.	July 2017-June 2018	Contractor	Quarterly Narrative Reports Body fat measurements and scaled self-reports on fitness level, eating habits, nutritional knowledge, and overall quality of life for each adult participant to include baseline measures and improvement statistics every six months after baseline. Data may be collected through an agency-selected format, including a local or on-line database. These reports to SDCOE must be submitted annually in printed format, and participants must be de-identified. Agencies may choose to use QPI Scantron Forms included as **Exhibit "B" - Attachment 1** in this contract.

				Annual individual personal narratives that show improvements in participants' own exercise activities, healthy eating patterns and overall healthy lifestyle improvements.
3	The contractor shall monitor targeted preschool classroom activities on an ongoing basis to ensure preschool students are involved in exercise during their preschool program. Contractor shall ensure that participants who teach in a QPI classroom reflect physical activity goal(s) in Quality Improvement Plans (QIP), which will be reviewed and supported by QPI Early Education Specialists.	July 2017-June 2018	Contractor	All teachers participating in the Live Well Pilot will include a physical activity integration goal in their Quality Improvement Plans.
4	The contractor shall collect Attendance data on all program participants. This data shall be provided to SDCOE on a quarterly basis. A sample form is included in this contract as **Exhibit "B" - Attachment 2**, however the contractor may utilize another form of tracking attendance as long as the data is provided on a quarterly basis. Contractor shall provide the sub-contracted physical activity service provider with QPI site or session ID numbers (from Pinwheel) for participating site supervisors, teachers, and instructional assistants assigned to work in QPI sites/sessions. Associated site/session IDs shall be attached to attendance records for those participants.	Reports due on a quarterly basis.	Contractor	Quarterly Attendance Records: • List of participants in each cohort, matched to their QPI classroom session if applicable • Dates when physical activity sessions were held and list of attendees at each session

5	The contractor shall conduct a Pre- and Post-Assessment using the Go NAP SACC Infant & Child Physical Activity Assessment	Pre: by 60 days after agency start date Post: 6 months after pre-assessment or by May 31, 2018 (whichever comes first)	Contractor	Go NAP SACC Infant & Child Physical Activity Assessments (**Exhibit "B" - Attachment 3**)

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work
Attachment 1: Client Fitness Program Form

Please use BLANK INK pen Only
Write in UPPERCASE Letters ONLY

SAN DIEGO QUALITY PRESCHOOL INITIATIVE

SCANTRON ID#

Client Fitness Program

Agency Name

Live Well ID

Age

Stage 1 Date	Stage 2 Date	Stage 3 Date
On a scale from 1-10 rate your overall quality of life including, fitness & nutrion knowledge, eating habits, and overall fitness level.	On a scale from 1-10 rate your overall quality of life including, fitness & nutrion knowledge, eating habits, and overall fitness level.	On a scale from 1-10 rate your overall quality of life including, fitness & nutrion knowledge, eating habits, and overall fitness level.
1 2 3 4 5	1 2 3 4 5	1 2 3 4 5
6 7 8 9 10	6 7 8 9 10	6 7 8 9 10
S1 Body Fat %	S2 Body Fat % S2--S1	S3 Body Fat % S3--S2
.	. .	. .

Be specific on any changes/progress:

SAN DIEGO COUNTY OFFICE OF EDUCATION

FUNDED BY First 5 San Diego

Revised 6/14/2017 AT

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work
Attachment 2: Live Well Attendance Form

Please use BLANK INK pen Only
Write in UPPERCASE Letters ONLY

0 0 4 3 1

Live Well Attendance

Agency Name

Month

Jan. Feb. Mar. Apr. May Jun.
Jul. Aug. Sept. Oct. Nov. Dec.

Year

2015 2016 2017 2018

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

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Pinwheel Staff ID#

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work
Attachment 3: Go NAP SACC Self-Assessment Instrument

Go NAP SACC

Self-Assessment Instrument

Date: _____

Your Name: _____

Child Care Program Name: _____

Infant & Child Physical Activity

Go NAP SACC is based on a set of best practices that stem from the latest research and guidelines in the field. After completing this assessment, you will be able to see your program's strengths and areas for improvement, and use this information to plan healthy changes.

For this self-assessment, **physical activity** is any movement of the body that increases heart rate and breathing above what it would be if a child was sitting or resting. These questions relate to opportunities for both children with special needs and typically developing children.

Before you begin:

- ✓ Gather staff manuals, parent handbooks, and other documents that state your policies and guidelines about physical activity.
- ✓ Recruit the help of key teachers and staff members who are familiar with day-to-day practices.

As you assess:

- ✓ Answer choices in parentheses ( ) are for half-day programs. Full-day programs should use the answer choices without parentheses.
- ✓ Definitions of key words are marked by asterisks (*).
- ✓ Answer each question as best you can. If none of the answer choices seem quite right, just pick the closest fit. If a question does not apply to your program, move to the next question.

Understanding your results:

- ✓ The answer choices in the right-hand column represent the best practice recommendations in this area. To interpret your results, compare your responses to these best practice recommendations. This will show you your strengths and the areas in which your program can improve.

Time Provided

1. **The amount of time provided to preschool children* for indoor and outdoor physical activity† each day is:**
   - ☐ Less than 60 minutes (Half-day: Less than 30 minutes)
   - ☐ 60–89 minutes (Half-day: 30–44 minutes)
   - ☐ 90–119 minutes (Half-day: 45–59 minutes)
   - ☐ 120 minutes or more (Half-day: 60 minutes or more)

   * For Go NAP SACC, preschool children are children ages 2-5 years.

   † Physical activity is any movement of the body that increases heart rate and breathing above what it would be if a child was sitting or resting. Examples include walking, running, crawling, climbing, jumping, and dancing.

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2. **The amount of time provided to toddlers* for indoor and outdoor physical activity each day is:**
   - ☐ Less than 60 minutes (Half-day: Less than 15 minutes)
   - ☐ 60–74 minutes (Half-day: 15–29 minutes)
   - ☐ 75–89 minutes (Half-day: 30–44 minutes)
   - ☐ 90 minutes or more (Half-day: 45 minutes or more)

   * For Go NAP SACC, toddlers are children ages 13-24 months.

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3. **Our program offers tummy time* to non-crawling infants: †**
   - ☐ 1 time per day or less (Half-day: 3 times per week or less)
   - ☐ 2 times per day (Half-day: 4 times per week)
   - ☐ 3 times per day (Half-day: 1 time per day)
   - ☐ 4 times per day or more (Half-day: 2 times per day or more)

   * Tummy time is supervised time when an infant is awake and alert, lying on her/his belly. Opportunities for tummy time should last as long as possible to help infants learn to enjoy it and build their strength. For infants who are not used to it or do not enjoy it, each period of tummy time can start at 1–2 minutes, and build up to 5-10 minutes over time.

   † For Go NAP SACC, infants are children ages 0–12 months.

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4. **The amount of adult-led* physical activity our program provides to preschool children each day is:**
   - ☐ Less than 30 minutes (Half-day: Less than 10 minutes)
   - ☐ 30–44 minutes (Half-day: 10–19 minutes)
   - ☐ 45–59 minutes (Half-day: 20–29 minutes)
   - ☐ 60 minutes or more (Half-day: 30 minutes or more)

   * Adult-led activities and lessons can be led by teachers or outside presenters. Examples include dancing, music and movement, motor development lessons, physically active games, and tumbling. The total amount of adult-led activity time may include multiple short activities added up over the course of the day.

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5. **Outside of nap and meal times, the longest that preschool children and toddlers are expected to remain seated at any one time is:**
   - ☐ 30 minutes or more
   - ☐ 20–29 minutes
   - ☐ 15–19 minutes
   - ☐ Less than 15 minutes

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6. **Outside of nap and meal times, the longest that infants spend in seats, swings, or ExcerSaucers at any one time is:**
   - ☐ 30 minutes or more
   - ☐ 15–29 minutes
   - ☐ 1–14 minutes
   - ☐ Infants are never placed in seats, swings, or ExerSaucers

Indoor Play Environment

7. Our program offers the following in the indoor play space:
See list and mark response below.

- Space for all activities, including jumping, running, and rolling
- Separate play areas for each age group
- Areas that allow play for individuals, pairs, small groups, and large groups
- Full access for children with special needs

☐ None ☐ 1 feature ☐ 2 features ☐ 3–4 features

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8. Our program has the following portable play equipment* available and in good condition for children to use indoors:
See list and mark response below.

- Jumping toys: jump ropes, jumping balls
- Push-pull toys: big dump trucks, corn poppers, push and ride cars
- Twirling toys: ribbons, scarves, batons, hula hoops, parachute
- Throwing, catching, and striking toys: balls, pom poms, bean bags, noodles, rackets
- Balance toys: balance beams, plastic "river stones"
- Crawling or tumbling equipment: mats, portable tunnels

☐ None ☐ 1–2 types ☐ 3–4 types ☐ 5–6 types

* Portable play equipment includes any toys that children can carry, throw, push, pull, etc. to help them build gross motor skills. This does not include equipment fixed into the floor or the walls, but does include fabric tunnels, mats, and other larger items that teachers can easily move and switch out. Portable play equipment can be homemade or store bought.

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9. Teachers offer portable play equipment to preschool children and toddlers during indoor free play time:*

☐ Rarely or never ☐ Sometimes ☐ Often ☐ At least a few items are always available to encourage physical activity

* Indoor free play time includes free choice activities during center time. It can also include activities in a gym, multi-purpose room, or other space that allows children to move freely.

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10. Teachers offer developmentally appropriate portable play equipment to infants during tummy time and other indoor activities:

☐ Rarely or never ☐ Sometimes ☐ Often ☐ Always

* Portable play equipment for infants includes balls, soft blocks, and rattles.

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11. Our program's collection of posters, books, and other learning materials that promote physical activity includes:

☐ Few or no materials ☐ Some materials with limited variety ☐ A variety of materials ☐ A large variety of materials with items, added or rotated seasonally

Teacher Practices

12. To manage challenging behaviors, teachers take away time for physical activity or remove preschool children or toddlers from physically active playtime for longer than 5 minutes:

☐ Always ☐ Often ☐ Sometimes ☐ Never

13. Teachers take the following role during preschool children's physically active playtime:

☐ They supervise only ☐ They supervise and verbally encourage physical activity ☐ They supervise, verbally encourage, and sometimes join in to increase children's physical activity ☐ They supervise, verbally encourage, and often join in to increase children's physical activity

14. During tummy time and other activities, teachers interact with infants to help them build motor skills:*

☐ Rarely or never ☐ Sometimes ☐ Often ☐ Always

* Motor skills are physical abilities and muscle control that children develop as they grow. Motor skills for infants include lifting and turning the head, rolling over, sitting up, and reaching for and grasping toys.

15. Teachers incorporate physical activity into classroom routines, transitions, and planned activities:*

☐ Rarely or never ☐ Sometimes ☐ Often ☐ Each time they see an opportunity

* Physical activity during routines, transitions, and planned activities can include playing Simon Says or other movement games while children wait in line or transition between activities, or using movement during circle time or story time.

Education & Professional Development

16. Preschool children and toddlers participate in planned lessons focused on building gross motor skills:*

☐ Rarely or never ☐ 1 time per month ☐ 2-3 times per month ☐ 1 time per week or more

* Gross motor skills are physical abilities and large muscle control that children develop as they grow. Lessons to build gross motor skills may focus on children practicing skipping, jumping, throwing, catching, kicking, balancing, stretching, or other specific skills.

17. Teachers talk with children informally about the importance of physical activity:

☐ Rarely or never ☐ Sometimes ☐ Often ☐ Each time they see an opportunity

18. Teachers and staff receive professional development* on children's physical activity:

☐ Never ☐ Less than 1 time per year ☐ 1 time per year ☐ 2 times per year or more

* For this assessment, professional development on children's physical activity does not include training on playground safety. Professional development can include taking in-person or online training for contact hours or continuing education credits. It can also include information presented at staff meetings.

19. Professional development for current staff on children's physical activity has included the following topics:
See list and mark response below.

- Recommended amounts of daily physical activity for young children
- Encouraging children's physical activity
- Limiting long periods of seated time for children
- Children's motor skill development
- Communicating with families about encouraging children's physical activity
- Our program's policies on physical activity

☐ None ☐ 1–2 topics ☐ 3–4 topics ☐ 5–6 topics

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20. Families are offered education* on children's physical activity:

☐ Never ☐ Less than 1 time per year ☐ 1 time per year ☐ 2 times per year or more

* Education can be offered through in-person educational sessions, brochures, tip sheets, or your program's newsletter, website, or bulletin boards.

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21. Education for families on children's physical activity includes the following topics:
See list and mark response below.

- Recommended amounts of daily physical activity for young children
- Encouraging children's physical activity
- Limiting long periods of seated time for children
- Children's motor skill development
- Our program's policies on physical activity

☐ None ☐ 1 topic ☐ 2–3 topics ☐ 4–5 topics

Policy

22. Our written policy* on physical activity includes the following topics:
See list and mark response below.

- Amount of time provided each day for indoor and outdoor physical activity
- Limiting long periods of seated time for children
- Shoes and clothes that allow children and teachers to actively participate in physical activity
- Teacher practices that encourage physical activity
- Not taking away physical activity time or removing children from long periods of physically active playtime in order to manage challenging behaviors
- Planned and informal physical activity education
- Professional development on children's physical activity
- Education for families on children's physical activity

☐ No written policy or policy does not include these topics ☐ 1–3 topics ☐ 4–6 topics ☐ 7–8 topics

* A written policy can include any written guidelines about your program's operations or expectations for teachers, staff, children, and families. Policies can be included in parent handbooks, staff manuals, and other documents.

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "C": First 5 Commission Mandatory Article Flow-Down Language

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations. At SDCOE's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the subcontractors to SDCOE, or to any replacement provider designated by SDCOE, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with SDCOE and any new service provider and otherwise promptly take all steps, including, but not limited to providing to SDCOE or any new service provider all requested information or documentation, required to assist SDCOE in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as SDCOE may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to SDCOE or SDCOE's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by SDCOE at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) the Disentanglement is satisfactory to the SDCOE, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to SDCOE's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process. The Disentanglement process shall begin on any of the following dates: (*i*) the date SDCOE notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by SDCOE, not earlier than sixty (60) days prior to the end of the Agreement Term or extended term, that SDCOE has not elected to extend pursuant to the Agreement's Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if SDCOE elects to terminate any or all of the Services pursuant to this Agreement, Article 7. Subject to Exhibit A, Contractor's obligation to perform Disentangled Services, and SDCOE's obligation to pay for Disentangled Services shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial term or extended term set forth in this Agreement's Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and SDCOE shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with SDCOE and all of the SDCOE's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or SDCOE's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to SDCOE any third-party authorizations necessary to grant SDCOE the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to SDCOE. Similarly, at SDCOE's direction, Contractor shall obtain all legally necessary client consents or authorizations legally to transfer client data to SDCOE or any new service provider.

3.3.3 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to SDCOE or its designee such fully-paid leases, licenses, and other contracts used by Contractor, SDCOE, or any other Person in connection with the Disentangled Services, as SDCOE may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse SDCOE for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.4 Delivery of Documentation

Contractor shall deliver to SDCOE or its designee, at SDCOE's request, all documentation and data related to Commission, including, but not limited to, SDCOE Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to SDCOE, all at no charge to SDCOE. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding SDCOE data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the SDCOE requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of SDCOE.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. SDCOE shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the SDCOE upon completion of this Agreement.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

7.1 Termination For Default. Upon Contractor's breach of this Agreement, SDCOE shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, SDCOE will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to SDCOE in curing the default, unless a different time is given in the notice. If SDCOE determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, SDCOE may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents and other materials prepared by Contractor under this Agreement shall become the sole and exclusive property of SDCOE.

In the event of such termination, the SDCOE may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the SDCOE. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to SDCOE for damages sustained by SDCOE by virtue of any breach of this Agreement by Contractor, and SDCOE may withhold any reimbursement to Contractor for the purpose of offsetting until such time as the exact amount of damages due SDCOE from Contractor is determined.

If, after Contractor receives notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the SDCOE, be the same as if the notice of termination had been issued pursuant to such clause.

7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement or any extension thereof, or fails to complete said work within such time, SDCOE will be entitled to the resulting damages caused by the delay. Damages will be the cost to SDCOE incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated, and any other damages suffered by SDCOE.

7.3 SDCOE Exemption From Liability. In the event there is a reduction of funds made available by SDCOE to Contractor under this Agreement or subsequent Agreements, SDCOE and the County, and their officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse SDCOE for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found to be in ***in violation*** (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from SDCOE.

7.5 Termination For Convenience. SDCOE may, by written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. SDCOE shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by SDCOE, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
7.5.3 In no event shall SDCOE be liable for any loss of profits on the resulting order or portion thereof so terminated.

7.5.4 SDCOE's termination of this Agreement for convenience shall not preclude SDCOE from taking any action at law or in equity against Contractor for:

7.5.4.1 Improperly submitted claims, or
7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
7.5.4.3 Any breach of any term or condition of the Agreement, or
7.5.4.4 Any actions under any warranty, express or implied, or
7.5.4.5 Any claim of professional negligence, or
7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

7.6 SDCOE reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County SDCOE data systems, County SDCOE owned software applications including websites, domain names, platforms, physical files, and/or treating patients/clients.

7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

7.8 Remedies Not Exclusive. The rights and remedies of SDCOE provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, state, SDCOE, county and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to SDCOE, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations or other laws that may be applicable to performance of services hereunder. SDCOE reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. Contractor of services and supplies employing fifteen (15) or more full-time permanent employees shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the QPI Operations Coordinator upon request or can be obtained from the County of San Diego Internet web-site (www.co.san-diego.ca.us).

8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq.) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the California Code of Regulations (CCR) and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of the use of any Commission facility or participation in any Commission-funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.

8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.

8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County of San Diego and to assure that its officers and employees comply before any appearance before SDCOE. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state and federal legislatures or the Board of Supervisors of the County or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

8.11 Drug and Alcohol-Free Workplace. SDCOE, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.

8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for SDCOE, on SDCOE property, or while using SDCOE equipment:

8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor's employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.11.2 Contractor shall inform all employees who are performing services for SDCOE on SDCOE property or using SDCOE equipment of SDCOE objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for SDCOE.

8.11.3 SDCOE may terminate for default this Agreement, and any other agreement the Contractor has with SDCOE, if the Contractor, or Contractor's employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.

8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and

8.12.3 Zero Tolerance for Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and

8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). Commission, in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for SDCOE, on SDCOE property or while using SDCOE equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the SDCOE on SDCOE property or using SDCOE equipment of the Zero Tolerance Policy as referenced herein.

SDCOE may terminate for default this Agreement and any other agreement Contractor has with SDCOE, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to SDCOE 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. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the SDCOE under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any SDCOE facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of SDCOE, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify SDCOE of it. Contractor shall not be liable to SDCOE for SDCOE's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon SDCOE or Contractor with respect to any third person under any Environmental Laws.

8.15 Debarment and Suspension. Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.15.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:

8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance http://www.sdcounty.ca.gov/cao/oia.html;

8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information in may be found at www.cosdcompliance.org.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire SDCOE's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of SDCOE. Without such written approval, performance of services under this Agreement by associates or employees of SDCOE shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor; Confidential Information.

9.2.1 Contractor shall inform SDCOE of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of SDCOE.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not disclose, use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, or employees thereof, shall not directly or indirectly offer gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of SDCOE.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by Contractor.

9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by SDCOE or of public agencies for which the SDCOE is the governing body;

9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4 Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with SDCOE to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing SDCOE agreement. It is further agreed, however, that SDCOE will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. SDCOE shall not be liable for, and Contractor shall defend and indemnify SDCOE and the County and the employees and agents (collectively "SDCOE Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of SDCOE Parties. Contractor shall have no obligation, however, to defend or indemnify SDCOE Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of SDCOE Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the Agreement Term, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

SDCOE and County shall have the audit and inspection rights described in this section.

11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, state, SDCOE and County representatives shall have the right to monitor, assess, or evaluate Contractor's performance

pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as SDCOE and County may deem necessary, Contractor shall make available to SDCOE, county, state or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit SDCOE, county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, SDCOE shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, SDCOE shall have the right to (1) require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, SDCOE shall have the right to either (1) by Agreement or *to* otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to SDCOE that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Program Business Specialist or his representatives who are employees of the SDCOE or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.2 External Audits. Contractors will provide the following to their SDCOE Program Business Specialist:

11.2.1 Program Business Specialist shall be advised of all pending audits by federal or state representatives regarding contracted services identified in this Agreement within seventy-two (72) hours or the Contractor receiving notice of the audit.

11.2.2 Contractor shall provide SDCOE Program Business Specialist with a copy of the draft and final state or federal audit reports within twenty four (24) hours of receiving them.

11.2.3 Contractor shall provide SDCOE Program Business Specialist a copy of the contractor's response to the draft and final state or federal audit reports at the same time as response provided to the state or federal representatives.

11.2.4 Contractor shall provide SDCOE Program Business Specialist a copy of the state or federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the state or federal auditors have accepted and closed the audit.

11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the SDCOE or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of seven (7) years from the date of final payment under this Agreement, or as provided in sections 11.3.1 and 11.3.2, below:

11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of seven (7) years from the date of any resulting final settlement.

11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. SDCOE shall keep the materials described above confidential unless otherwise required by law.

11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder, altered as necessary for proper identification of the Contracting parties and the Contracting officer under SDCOE's prime Agreement..

ARTICLE 12
INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by SDCOE at all times during the Agreement Term. Contractor shall cooperate with any inspector assigned by SDCOE to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. SDCOE shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, SDCOE may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost to SDCOE, and SDCOE may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, SDCOE shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by SDCOE. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, SDCOE shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by SDCOE that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which SDCOE requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of SDCOE.

13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of SDCOE. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of SDCOE. SDCOE shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

13.3 Confidentiality. SDCOE and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or Federal law or regulation and pursuant to this Section 13.3, SDCOE and Contractor agree to only disclose confidential records where the holder of the privilege, whether the SDCOE, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that SDCOE not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, SDCOE will comply with Contractor's demand if Contractor identifies those records and the applicable exceptions(s) or exemption(s), in writing, within five (5) business days from receipt of SDCOE's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, SDCOE may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the SDCOE Parties (as defined in Section 10.1) for records that SDCOE withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the SDCOE or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, state or federal laws or regulations. Similarly, SDCOE or its agent or designee may take possession of the record(s) where legally authorized to do so.

SDCOE may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A - Statement of Work. SDCOE, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

13.4 Maintenance of Records. Contractor shall maintain and keep available all records within the County of San Diego for a minimum of seven (7) years from the ending date of this Agreement unless SDCOE agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to SDCOE within 48-hours of the request.

13.5 Custody of Records. SDCOE, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as SDCOE may deem necessary. SDCOE agrees that such custody will conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by SDCOE in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.

13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of its agency's operations. Contractors that expend $500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement Contractor enters into with an audit firm to provide access by SDCOE and State, and Federal Government to the working papers of the independent auditor who prepares the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-

133, and the management letter to SDCOE fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by SDCOE. The timely submission of these reports is a necessary and material provision of this Agreement, and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to SDCOE within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

13.7.1 Contractor shall provide written progress reports detailing the status of all funded activities and/or services from the effective date of this Agreement. Quarterly progress reports must be received and will be reviewed before payment of quarterly invoices is made to the Contractor.

13.8 Evaluation Requirements. Contractor shall participate as requested by the Commission in program evaluation activities and/or research studies designed to show the effectiveness and/or efficiency of contractor services and to demonstrate the impact of SDCOE projects. Contractor shall work with and coordinate program evaluation with SDCOE staff so that Contractor's data collection and reports will be in compliance with local and state reporting requirements. Contractor shall collect and report data, using the tools and protocols identified by the SDCOE. Contractor shall cooperate with SDCOE staff and Evaluation Consultant in the development of an evaluation framework and implementation plan that supports SDCOE's Strategic Plan and its overall goals. Contractor shall abide by all evaluation expectations and requirements as noted elsewhere in this Agreement, as well as in any SDCOE administrative documents relating specifically to evaluation.

13.8.1 Informed Consent. Contractor shall obtain informed consent in accordance with the process and per the requirements defined by the SDCOE for this Project noted in the Statement of Work (**Section 7**). Contractor shall be required to retain a signed copy of the consent form or documentation of verbal consent in such manner that consent can be verified.

13.8.2 Confidentiality. Contractor and SDCOE shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recording. Records shall be handled and maintained in accordance with all applicable state and federal statutes and regulations relating to privacy and confidentiality, as well as with the SDCOE policies and Section 13.3.

ARTICLE 14
RESERVED

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the Commission's ability to refuse to pay for services rendered if Commission disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Commission, Commission's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of SDCOE, pursuant to Paragraph 1.4.

16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from SDCOE, are superseded.

16.3 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

16.4 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

16.5 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a State court in the County of San Diego, State of California.

16.6 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16.7 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

16.9 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

16.10 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, or by e-mail as the case may be, to the SDCOE and Contractor's Representative identified on the Signature Page.

16.11 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.12 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

16.13 Time. Time is of the essence of each provision of this Agreement.

16.14 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and State or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of SDCOE and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

16.17 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify First 5 Commission of San Diego County or First 5 San Diego as the funding source for contracted programs identified in this Agreement. All publicity materials shall comply with the standards provided in the Commission's Public Outreach Program Graphics Reproductions Standards. Copies of all publicity materials related to Contracted programs identified in this Agreement shall be submitted to and approved by Commission's Community Engagement Section for approval before publication or release. Contractor shall advise Commission at least 48 hours in advance of all locally generated press releases and media events regarding contracted programs identified in this Agreement.

16.18 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threats of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use. Contractor shall report all such incidents to SDCOE within one work day of their occurrence.

16.19 Responsiveness to Community Concerns. Contractor shall notify SDCOE within forty eight (48) hours of receipt of any material complaints including, but not limited to, complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's services or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.

16.20 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of Contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with SDCOE and are required for any contractor staff or volunteer assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any SDCOE client, or direct access to, or control over, bank accounts or accounts with financial institutions of any SDCOE client.

16.20.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.20.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).

16.20.2 Contractor shall either utilize a subsequent arrest notification service during employees' or volunteers' tenures or perform criminal history annually.

16.20.3 Contractor shall keep the documentation of its review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."

16.20.4 Definitions

A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

B. Minor: Individuals under the age of eighteen (18) years old.

C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the Commission clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a Commission client or direct access to, or control over client bank accounts, or serve in a financial capacity to the Commission client.

D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity which may put them at risk of abuse during service provision because it renders them unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

E. Volunteer: A person who performs a service willingly and without pay.

16.21 Notification of Key Personnel Changes. Contractor shall notify the SDCOE (or designee) in writing within 72 hours of a change of key personnel funded under this Agreement. Key personnel include personnel who provide direct services, management oversight, or any combination of these duties. Contractor shall also notify SDCOE (or designee) in writing within 72 hours of when a subcontractor is changed. Upon reasonable cause, SDCOE shall have the right to reject any change in key personnel or a new subcontractor (direct services or management staff), funded under this Agreement.

16.22 Coordinated Services.

16.22.1 Contractor shall coordinate services with other First 5 funded programs and initiatives.

16.22.2 Contractor shall ask any client, if the client or any minor(s) for whom they are responsible, have health insurance coverage. If the response is "no" for client or minor(s), the Contractor shall refer the client to covered California at https://www.coveredca.com or call 1-800-300-1506.

16.23 Equipment Retention. Contractor shall be entitled to retain ownership of any equipment or computers identified in the approved budget in Exhibit C at the end of the Agreement Term under the condition that the equipment will continue to be used to serve children ages 0 – 5 and their families. Equipment must be in the budget and meet the definition of minor equipment – less than $5,000 for a single item.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH MICHAEL COTHRINE

BACKGROUND INFORMATION
The San Diego County Superintendent of Schools provides compensation for consulting services addressing the issue of early childhood obesity in support of the 2017-18 San Diego County's *Live Well, San Diego!* Program. The mission and efforts of *Live Well, San Diego!* include the mission and activities of the San Diego County Obesity Initiative (COI). The Early Childhood Programs receiving QPI Grant reimbursements will support *Live Well, San Diego!* by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity by implementing a nutrition and physical activity group for District staff working directly with students. Staff meets three (3) times per week for 1.5 hours each session up to a maximum of forty-eight (48) weeks during July through June.

Mr. Michael Cothrine has provided these services to the District's Preschool & Child Development Program staff for approximately five years and would like to retain his services for 2017-18.

RECOMMENDATION:
Approve the agreement with Michael Cothrine to provide interval fitness training and nutrition consultation to preschool staff aligned with the Live Well, San Diego! Program at a cost not to exceed $27,984.00 from the Preschool & Child Development QPI-Live Well funds.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$27,984.00	Preschool & Child Development (QPI- Live Well Funds)	12-06-9024-000-0001
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of September, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Cothrine Training Services / Michael Cothrine Company/Consultant	(310) 927-9197 Telephone Number
3345 Ocean Front Walk, San Diego, CA 92109 Address	Mikecothrine111@gmail.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: September 15, 2017 To: June 30, 2018

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

In addition, Consultant is also a subcontractor of the San Diego County Superintendents of Schools (County), Live Well San Diego! Program through the agreement between the County and the District; therefore, Consultant shall maintain Public Liability and Property Damage insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. (Refer to Exhibit A)

The minimum amounts of insurance shall be hereinafter set forth. Consultant shall maintain limits no less than:

1. **Commercial General Liability (CGL):** including premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $4,000,000.
2. **Automobile Liability:** Consultant, its agents, and/or representatives shall, at their expense, procure and maintain for the duration of this agreement automobile 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, and/or representatives. Such insurance shall survive after this agreement as permitted by law. Consultant may be required to provide proof of this insurance at any time during this Agreement.
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 $2,000,000 per occurrence or claim, $4,000,000 aggregate. *(Any self-retained limit shall be greater than $25,000 per occurrence/event.*

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	**Cothrine Training Services**
Name:	Michael Cothrine
Title:	
Address:	3345 Ocean Front Walk
City/State/Zip Code:	San Diego, CA 92109
Telephone:	(310) 927-9197
Email:	Mikecothrine111@gmail.com

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Lorena Varela-Reed
Title:	Deputy Superintendent	Director of Child Development
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	arturo.macias@sysd.k12.ca.us	lvreed@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
COTHRINE TRAINING SERVICES	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Michael Cothrine	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant Cothrine Training Services

Name/title of authorized representative *(Print)* Michael Cothrine

Signature _____ Date _____

EXHIBIT A

Section 4.7 Insurance

Consultant acknowledges that he/she has read and understands the insurance requirements set forth on Section 4.7 of the agreement.

EXHIBIT B

Scope of Services – attached

_____ _____

Consultant's Signature Date

Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work

Goal: Live Well San Diego Intensive Pilot				
	TASK	**BY WHEN**	**BY WHOM**	**EVIDENCE OF COMPLETION**
1	The contractor shall be familiar with the mission and efforts of *Live Well, San Diego!* which includes the mission and activities of the San Diego County Obesity Initiative (COI). The contractor shall support *Live Well, San Diego!* by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity. The program shall address the issue of early childhood obesity by educating a network of adults employed by the contractor. The program shall emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health.	Reports Due on a Quarterly Basis, by the 15th of the month following the end of each quarter	Participating Staff	Quarterly Narrative Reports
2	The contractor shall implement a nutrition and physical activity group three (3) times per week for 1.5 hours each for forty-eight (48) weeks during July 2017, through June 2018. A minimum of 12 participants per group must make a commitment to the program for the year. Any group member who does not have consistent attendance, shall be replaced by a new member. Each group member shall establish target goals for body fat reduction, nutrition and physical activity. Progress shall be tracked on a weekly basis. Quarterly progress reports for each group shall be submitted to SDCOE.	July 2017-June 2018	Contractor	Quarterly Narrative Reports Body fat measurements and scaled self-reports on fitness level, eating habits, nutritional knowledge, and overall quality of life for each adult participant to include baseline measures and improvement statistics every six months after baseline. Data may be collected through an agency-selected format, including a local or on-line database. These reports to SDCOE must be submitted annually in printed format, and participants must be de-identified. Agencies may choose to use QPI Scantron Forms included as **Exhibit "B" - Attachment 1** in this contract.

				Annual individual personal narratives that show improvements in participants' own exercise activities, healthy eating patterns and overall healthy lifestyle improvements.
3	The contractor shall monitor targeted preschool classroom activities on an ongoing basis to ensure preschool students are involved in exercise during their preschool program. Contractor shall ensure that participants who teach in a QPI classroom reflect physical activity goal(s) in Quality Improvement Plans (QIP), which will be reviewed and supported by QPI Early Education Specialists.	July 2017-June 2018	Contractor	All teachers participating in the Live Well Pilot will include a physical activity integration goal in their Quality Improvement Plans.
4	The contractor shall collect Attendance data on all program participants. This data shall be provided to SDCOE on a quarterly basis. A sample form is included in this contract as **Exhibit "B" - Attachment 2**, however the contractor may utilize another form of tracking attendance as long as the data is provided on a quarterly basis. Contractor shall provide the sub-contracted physical activity service provider with QPI site or session ID numbers (from Pinwheel) for participating site supervisors, teachers, and instructional assistants assigned to work in QPI sites/sessions. Associated site/session IDs shall be attached to attendance records for those participants.	Reports due on a quarterly basis.	Contractor	Quarterly Attendance Records: • List of participants in each cohort, matched to their QPI classroom session if applicable • Dates when physical activity sessions were held and list of attendees at each session

5	The contractor shall conduct a Pre- and Post-Assessment using the Go NAP SACC Infant & Child Physical Activity Assessment	Pre: by 60 days after agency start date Post: 6 months after pre-assessment or by May 31, 2018 (whichever comes first)	Contractor	Go NAP SACC Infant & Child Physical Activity Assessments (**Exhibit "B" - Attachment 3**)

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work
Attachment 1: Client Fitness Program Form

Please use BLANK INK pen Only
Write in UPPERCASE Letters ONLY

— SAN DIEGO —
QUALITY
PRESCHOOL INITIATIVE

SCANTRON ID#

Client Fitness Program

Agency Name

Live Well ID

Age

Stage 1 Date	Stage 2 Date	Stage 3 Date
On a scale from 1-10 rate your overall quality of life including, fitness & nutrion knowledge, eating habits, and overall fitness level.	On a scale from 1-10 rate your overall quality of life including, fitness & nutrion knowledge, eating habits, and overall fitness level.	On a scale from 1-10 rate your overall quality of life including, fitness & nutrion knowledge, eating habits, and overall fitness level.
1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10	1 2 3 4 5 6 7 8 9 10
S1 Body Fat % .	S2 Body Fat % .	S3 Body Fat % .
	S2--S1 .	S3--S2 .

Be specific on any changes/progress:

SAN DIEGO COUNTY

First 5 San Diego

Revised 6/14/2017 AT

12B.17
Page 16 of 24

Exhibit B - Attachment 1

Pg. 1

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work
Attachment 2: Live Well Attendance Form

Please use BLANK INK pen Only
Write in UPPERCASE Letters ONLY

00431

Live Well Attendance

Agency Name

Month

Jan. Feb. Mar. Apr. May Jun.
Jul. Aug. Sept. Oct. Nov. Dec.

Year

2015 2016 2017 2018

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Staff Name:_____ Pinwheel Session ID#

1	2	3	4	5	6	7	8	9	10	11
12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31		

Pinwheel Staff ID#

Revised 8/14/17 AT

San Diego County Superintendent of Schools
Agreement with San Ysidro School District
For Live Well San Diego Services
Exhibit "B": Scope of Work
Attachment 3: Go NAP SACC Self-Assessment Instrument

Go NAP SACC

Self-Assessment Instrument

Date: _____

Your Name: _____

Child Care Program Name: _____

Infant & Child Physical Activity

Go NAP SACC is based on a set of best practices that stem from the latest research and guidelines in the field. After completing this assessment, you will be able to see your program's strengths and areas for improvement, and use this information to plan healthy changes.

For this self-assessment, **physical activity** is any movement of the body that increases heart rate and breathing above what it would be if a child was sitting or resting. These questions relate to opportunities for both children with special needs and typically developing children.

Before you begin:

- ✓ Gather staff manuals, parent handbooks, and other documents that state your policies and guidelines about physical activity.
- ✓ Recruit the help of key teachers and staff members who are familiar with day-to-day practices.

As you assess:

- ✓ Answer choices in parentheses ( ) are for half-day programs. Full-day programs should use the answer choices without parentheses.
- ✓ Definitions of key words are marked by asterisks (*).
- ✓ Answer each question as best you can. If none of the answer choices seem quite right, just pick the closest fit. If a question does not apply to your program, move to the next question.

Understanding your results:

- ✓ The answer choices in the right-hand column represent the best practice recommendations in this area. To interpret your results, compare your responses to these best practice recommendations. This will show you your strengths and the areas in which your program can improve.

Time Provided

1. **The amount of time provided to preschool children* for indoor and outdoor physical activity† each day is:**

Less than 60 minutes (Half-day: Less than 30 minutes)	60–89 minutes (Half-day: 30–44 minutes)	90–119 minutes (Half-day: 45–59 minutes)	120 minutes or more (Half-day: 60 minutes or more)

* For Go NAP SACC, preschool children are children ages 2-5 years.

† Physical activity is any movement of the body that increases heart rate and breathing above what it would be if a child was sitting or resting. Examples include walking, running, crawling, climbing, jumping, and dancing.

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2. **The amount of time provided to toddlers* for indoor and outdoor physical activity each day is:**

Less than 60 minutes (Half-day: Less than 15 minutes)	60–74 minutes (Half-day: 15–29 minutes)	75–89 minutes (Half-day: 30–44 minutes)	90 minutes or more (Half-day: 45 minutes or more)

* For Go NAP SACC, toddlers are children ages 13-24 months.

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3. **Our program offers tummy time* to non-crawling infants: †**

1 time per day or less (Half-day: 3 times per week or less)	2 times per day (Half-day: 4 times per week)	3 times per day (Half-day: 1 time per day)	4 times per day or more (Half-day: 2 times per day or more)

* Tummy time is supervised time when an infant is awake and alert, lying on her/his belly. Opportunities for tummy time should last as long as possible to help infants learn to enjoy it and build their strength. For infants who are not used to it or do not enjoy it, each period of tummy time can start at 1–2 minutes, and build up to 5-10 minutes over time.

† For Go NAP SACC, infants are children ages 0–12 months.

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4. **The amount of adult-led* physical activity our program provides to preschool children each day is:**

Less than 30 minutes (Half-day: Less than 10 minutes)	30–44 minutes (Half-day: 10–19 minutes)	45–59 minutes (Half-day: 20–29 minutes)	60 minutes or more (Half-day: 30 minutes or more)

* Adult-led activities and lessons can be led by teachers or outside presenters. Examples include dancing, music and movement, motor development lessons, physically active games, and tumbling. The total amount of adult-led activity time may include multiple short activities added up over the course of the day.

---

5. **Outside of nap and meal times, the longest that preschool children and toddlers are expected to remain seated at any one time is:**

30 minutes or more	20–29 minutes	15–19 minutes	Less than 15 minutes

---

6. **Outside of nap and meal times, the longest that infants spend in seats, swings, or ExcerSaucers at any one time is:**

30 minutes or more	15–29 minutes	1–14 minutes	Infants are never placed in seats, swings, or ExerSaucers

Indoor Play Environment

7. **Our program offers the following in the indoor play space:**
See list and mark response below.
   - Space for all activities, including jumping, running, and rolling
   - Separate play areas for each age group
   - Areas that allow play for individuals, pairs, small groups, and large groups
   - Full access for children with special needs

   None | 1 feature | 2 features | 3–4 features

8. **Our program has the following portable play equipment* available and in good condition for children to use indoors:**
See list and mark response below.
   - Jumping toys: jump ropes, jumping balls
   - Push-pull toys: big dump trucks, corn poppers, push and ride cars
   - Twirling toys: ribbons, scarves, batons, hula hoops, parachute
   - Throwing, catching, and striking toys: balls, pom poms, bean bags, noodles, rackets
   - Balance toys: balance beams, plastic "river stones"
   - Crawling or tumbling equipment: mats, portable tunnels

   None | 1–2 types | 3–4 types | 5–6 types

   * Portable play equipment includes any toys that children can carry, throw, push, pull, etc. to help them build gross motor skills. This does not include equipment fixed into the floor or the walls, but does include fabric tunnels, mats, and other larger items that teachers can easily move and switch out. Portable play equipment can be homemade or store bought.

9. **Teachers offer portable play equipment to preschool children and toddlers during indoor free play time:***
   Rarely or never | Sometimes | Often | At least a few items are always available to encourage physical activity

   * Indoor free play time includes free choice activities during center time. It can also include activities in a gym, multi-purpose room, or other space that allows children to move freely.

10. **Teachers offer developmentally appropriate portable play equipment to infants during tummy time and other indoor activities:**
    Rarely or never | Sometimes | Often | Always

    * Portable play equipment for infants includes balls, soft blocks, and rattles.

11. **Our program's collection of posters, books, and other learning materials that promote physical activity includes:**
    Few or no materials | Some materials with limited variety | A variety of materials | A large variety of materials with items, added or rotated seasonally

Teacher Practices

12. To manage challenging behaviors, teachers take away time for physical activity or remove preschool children or toddlers from physically active playtime for longer than 5 minutes:

Always | Often | Sometimes | Never

13. Teachers take the following role during preschool children's physically active playtime:

They supervise only | They supervise and verbally encourage physical activity | They supervise, verbally encourage, and sometimes join in to increase children's physical activity | They supervise, verbally encourage, and often join in to increase children's physical activity

14. During tummy time and other activities, teachers interact with infants to help them build motor skills:*

Rarely or never | Sometimes | Often | Always

* Motor skills are physical abilities and muscle control that children develop as they grow. Motor skills for infants include lifting and turning the head, rolling over, sitting up, and reaching for and grasping toys.

15. Teachers incorporate physical activity into classroom routines, transitions, and planned activities:*

Rarely or never | Sometimes | Often | Each time they see an opportunity

* Physical activity during routines, transitions, and planned activities can include playing Simon Says or other movement games while children wait in line or transition between activities, or using movement during circle time or story time.

Education & Professional Development

16. Preschool children and toddlers participate in planned lessons focused on building gross motor skills:*

Rarely or never | 1 time per month | 2-3 times per month | 1 time per week or more

* Gross motor skills are physical abilities and large muscle control that children develop as they grow. Lessons to build gross motor skills may focus on children practicing skipping, jumping, throwing, catching, kicking, balancing, stretching, or other specific skills.

17. Teachers talk with children informally about the importance of physical activity:

Rarely or never | Sometimes | Often | Each time they see an opportunity

18. Teachers and staff receive professional development* on children's physical activity:

Never | Less than 1 time per year | 1 time per year | 2 times per year or more

* For this assessment, professional development on children's physical activity does not include training on playground safety. Professional development can include taking in-person or online training for contact hours or continuing education credits. It can also include information presented at staff meetings.

19. Professional development for current staff on children's physical activity has included the following topics:
See list and mark response below.

- Recommended amounts of daily physical activity for young children
- Encouraging children's physical activity
- Limiting long periods of seated time for children
- Children's motor skill development
- Communicating with families about encouraging children's physical activity
- Our program's policies on physical activity

None	1–2 topics	3–4 topics	5–6 topics

20. Families are offered education* on children's physical activity:

Never	Less than 1 time per year	1 time per year	2 times per year or more

* Education can be offered through in-person educational sessions, brochures, tip sheets, or your program's newsletter, website, or bulletin boards.

21. Education for families on children's physical activity includes the following topics:
See list and mark response below.

- Recommended amounts of daily physical activity for young children
- Encouraging children's physical activity
- Limiting long periods of seated time for children
- Children's motor skill development
- Our program's policies on physical activity

None	1 topic	2–3 topics	4–5 topics

Policy

22. Our written policy* on physical activity includes the following topics:
See list and mark response below.

- Amount of time provided each day for indoor and outdoor physical activity
- Limiting long periods of seated time for children
- Shoes and clothes that allow children and teachers to actively participate in physical activity
- Teacher practices that encourage physical activity
- Not taking away physical activity time or removing children from long periods of physically active playtime in order to manage challenging behaviors
- Planned and informal physical activity education
- Professional development on children's physical activity
- Education for families on children's physical activity

No written policy or policy does not include these topics	1–3 topics	4–6 topics	7–8 topics

* A written policy can include any written guidelines about your program's operations or expectations for teachers, staff, children, and families. Policies can be included in parent handbooks, staff manuals, and other documents.

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: MEDIA ARTS CENTER SAN DIEGO SERVICES

BACKGROUND INFORMATION:
Media Arts Center San Diego produced a 60-second Welcome Back video for the District. The video script is in the English and Spanish languages. The final product will be available to the public via the District's website and various social media such as Facebook and YouTube.

RECOMMENDATION:
Approve/Ratify the services of Media Arts Center San Diego for a Welcome Back video production at an estimated cost of $1,300.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$1,300.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

Media Arts
MEDIA ARTS CENTER SAN DIEGO

San Ysidro School District
Dr. Fonseca Welcome Video

Objective:
Media Arts Center San Diego (MACSD) will provide video production services to produce a 60 second welcome back video for San Ysidro School District.

Approach:
A script in English and Spanish will be drafted by Dr. Fonseca and will not exceed 60 seconds when read aloud (Instagram video limit is 60 seconds). The video will be filmed onsite at Willow Elementary School on August 15, 2017 at 10am. The script will be memorized and delivered in one full take (no teleprompter provided).

Key Dates:
- Production date: August 15, 2017 10am-12pm
- Rough cut of video due: August 16, 2017 by 5pm
- Edit notes from client due: August 17, 2017 by 1pm
- Final video due: August 18, 2017 by 5pm
- NOTE: any delay in meeting set deadlines may delay delivery of final product

Scope of Work: Development of script of talking points is responsibility of client as well as adhering to the time limit. MACSD will provide video team for up to 2 hours of filming onsite but will arrive at 930am to begin set up. A school district representative will be asked to be present to allow access to the school grounds. Basic lower third name graphics will be added in editing and a 1080p quicktime video will be the final deliverable sent via Dropbox. Video draft will be sent and approved via Youtube private link.

Costs:
$800.00 production day
$400.00 post-production
$100.00 music license
Total: $1,300.00 (payment due in full after delivery of final video)

Approved by:

Signature: _____

Name: J. Arturo Sanchez Macias

Title: Deputy Superintendent

Date: 08-14-17

San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: AGREEMENT WITH SOUTHWESTERN COLLEGE FOR SERVICE LEARNING PROGRAM

BACKGROUND INFORMATION:
The San Ysidro School District has collaborated with the Southwestern College for several years and would like to continue their partnership. The Program is for the purpose of providing Southwestern College students or participants with opportunities to learn by providing various volunteer services to the District.

RECOMMENDATION:
Approve/Ratify the 3-year agreement with Southwestern College for the Service Learning Program from July 1, 2017 to June 30, 2020 at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SOUTHWESTERN COLLEGE

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT SERVICE LEARNING PROGRAM AGREEMENT WITH SAN YSIDRO SCHOOL DISTRICT 2017-2020

THIS AGREEMENT is executed by and between **Southwestern Community College District** (hereinafter referred to as "District") and **San Ysidro School District** (hereinafter referred to as "Agency") (hereinafter collectively referred to as "Parties") for the purpose of the Service Learning Program.

WHEREAS, it is the intention of the Parties to participate in the Service Learning Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants"); with opportunities to learn by providing various volunteer services to the community (Agency).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between the Agency and District for the participation of Students in the Service Learning Program.

B. This Agreement will be for a period of three (3) years, with review for continuation of the Program at three (3) year intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.

C. Agency Agrees:

1. To the extent Agency is able, provide Students with safe working conditions within which to provide the volunteer services. Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous. Agency shall provide sufficient instruction to the Students so that the volunteer services provided meet both the Students' need to learn and the Agency's service needs. Agency may, within its discretion, provide the District with a written evaluation of the volunteer services that each Student provides.

2. To provide a mutually acceptable workstation to Students and to provide supervision, necessary equipment, materials, and tools.

3. To retain the right at all times to screen Students before they deliver volunteer services and to reject the volunteer services of any Student.

4. To not unlawfully discriminate, either in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.

5. To comply with all applicable laws relating to nondiscrimination.

6. For District to have access to Agency to observe and evaluate the Students' delivery of the volunteer services.

D. District Agrees:

1. To advise Students of the nature of the services that Agency needs according to information that Agency provides.

2. To not be held responsible for screening Students for their suitability to provide the volunteer services.

3. To keep in force at all times, during the term of this agreement, Workers' Compensation Insurance covering all Students during assigned volunteer/work periods.

4. To not unlawfully discriminate in the provision of services against any Student on the basis of race, color, national origin, gender, religion, or disability.

5. To comply with all applicable laws relating to nondiscrimination.

II. Term of Agreement

A. This agreement may be terminated by Agency or District at any time by giving at least seven (7) days written notice.

B. This agreement shall be effective July 1, 2017 to June 30, 2020.

C. This agreement may be modified at any time by written consent of the Parties.

D. This agreement constitutes the entire agreement between the Parties. There is no express or implied agreement except as stated in this agreement.

III. Insurance and Liability

A. District and Agency shall secure and maintain comprehensive general liability insurance in the amount of one million dollars ($1,000,000) per occurrence with coverage for incidental contracts. District shall name the Agency and the Agency agrees to name Southwestern Community College District and the Southwestern Community College District Governing Board as additional insured's under its respective policy(s). Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation.

B. District agrees to defend, hold harmless, and indemnify Agency and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of Agency, and damage to property including property of Agency, caused by the negligent acts or omissions of District in the performance of this Agreement. District's duty to indemnify Agency under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from Agency's negligence or willful misconduct.

C. Agency agrees to defend, hold harmless, and indemnify District and its directors, officers, employees, students, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorney's fees) for injury or death to persons, including employees of the District, and damage to property including property of District, caused by the negligent acts or omissions of Agency in the performance of this Agreement. Agency's duty to indemnify District under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from District's negligence or willful misconduct.

IV. Independent Contractor

District is, for all purposes, an independent Contractor and shall not be deemed an employee of Agency. District specifically acknowledges that it controls the manner and means by which the program is accomplished, agrees to hold itself out as an independent Contractor, and waives any

rights to claim that it is an employee of Agency under the common law agency test, the economic realities test, or any other legal test.

A. It is expressly understood and agreed that neither District nor Students shall in no event, as a result of this Agreement or any work performed under this Agreement, be entitled to any benefits in which Agency employees are entitled, including, but not limited to, overtime or other pay differentials, retirement benefits, social security benefits, disability insurance benefits, unemployment compensation or insurance, workers' compensation benefits, and/or injury, vacation, sick, or other leave or employment benefits. District expressly agrees that all legal recourse for performance and severance of the relationship between it and Agency is set forth in this Agreement, and not in any statues of case law relating to rights of employees.

B. District agrees to notify Students that they are not employees of Agency and are not entitled to any benefits to which Agency employees are entitled, as set forth above. District furthermore agrees to indemnify, defend and hold harmless Agency, its officers and its employees, from any such claims made by Students.

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: Kindred Murillo

Kindred Murillo, Ed.D.
Superintendent/President
900 Otay Lakes Road
Chula Vista, CA 91910

Date : 6/15/17

SAN YSIDRO SCHOOL DISTRICT

By: _____

4350 Otay Mesa Road
San Ysidro, CA 92173

Date : _____

Please print or type the following information:

_____
Name of Agency Contact

San Ysidro School District
Name of Agency

4350 Otay Mesa Road, San Ysidro, CA 92173
Address of Agency

(619) 428-4476, ext. 3013
Agency Telephone Number

N/A
Agency Fax Number

Originator: Malia Flood, Ph.D.

Department: Student Services

Budget No. (No cost to District)

Approved as to Form by the Office of the Director of Procurement, Central Services & Risk Management
Agreement Approval No.: A5481.17
Agreement Review Date: May 10, 2017

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: DOCUMENT TRACKING SERVICES LICENSING AGREEMENT

BACKGROUND INFORMATION:
Document Tracking Services (DTS) provides small businesses, public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources and completely eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents/reports. The District is using this service for the following:

1. 2017 Single Plan for Student Achievement (CDE template)
2. 2017 Local Control and Accountability Plan (CDE template)
3. 2017 Single School District Plan (CDE template)
4. 2017 Local Education Agency Plan (CDE template)
5. Others to be identified as needed.

RECOMMENDATION:
Approve the license agreement with Document Tracking Services (DST) at a cost not to exceed $2,500.00 from the general funds.

☒ **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 #

$2,500.00	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:

J. Arturo Sanchez Macias
Interim Superintendent

DOCUMENT TRACKING SERVICES

LICENSING AGREEMENT

This Agreement effective **November 15, 2017**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

   (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.

   (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.

C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.

D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.

F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.

   (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



I. License Fee. Licensee shall pay a fee of **$2,500**.

J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **$0**.

K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.

M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

N. Definitions.

(i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

(ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

O. Document Setup Fee. DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is $39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.

Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

DOCUMENT TRACKING SERVICES

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 28, 2017

Licensee

By: _____

Date: _____

San Ysidro Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2017 Single Plan for Student Achievement (CDE Template)
2. 2017 Local Control and Accountability Plan (CDE Template)
3. 2017 Single School District Plan (CDE Template)
4. 2017 Local Education Agency Plan (CDE Template)
5. Others to be identified as needed.

DOCUMENT TRACKING SERVICES

August 28, 2017

San Ysidro Elementary School District
1350 Otay Mesa Road
San Ysidro, CA 92173

Re: Document Tracking Services

INVOICE #9217304

Pursuant to the licensing agreement between San Ysidro Elementary School District and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [11/15/17 to 11/15/18]: **9 schools and District Personnel = 10 sites** **License Agreement includes up to 5 documents**	$2,500
Total Balance Due:	**$2,500**

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

_____ _____

Approved Per Payment (Signature) Name/Role (Printed)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENT WITH ENCINITAS UNION SCHOOL DISTRICT

BACKGROUND INFORMATION:
Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be good for 1-year or up to a 5-year period. If there is sufficient room in the District's school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly-basis.

RECOMMENDATION:
Approve the Interdistrict Attendance Agreement with Encinitas Union School District for school years 2017-2018 through 2021-2022.

☐ **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:

J. Arturo Sanchez Macias
Interim Superintendent

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 27 of 07, 2017, by and between the Encinitas Union School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 2017 - 2022 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
   - ☑ The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
   - ☐ For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
   - ☐ Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
   - ☑ Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
   - ☑ A district of attendance may require reapplication for admission an annual basis.
   - ☐ Other, specify: _____

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Encinitas Union School District	District:
Initial Approval / Denial: Assistant Superintendent, Business Services	Initial Approval / Denial:
Appeal: Assistant Superintendent, Business Services	Appeal:
Personal Conference:	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature:	Signature:
Title: Assistant Superintendent, Business Services	Title:
District: Encinitas Union School District	District:
Date Approved by Governing Board: July 25, 2017	Date Approved by Governing Board:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: COOPERATIVE STRATEGIES AGREEMENT FOR CONSULTING SERVICES

BACKGROUND INFORMATION:
The District is required to conduct several analysis and submit reports to government agencies. In order to be in compliance with these reporting requirements, the District has used the financing and demographic consulting services of Cooperative Strategies previously known as Dolinka Group, LLC.

Cooperative Strategies will assist the District with the Annual and Five Year reports for fiscal years 2014-15, 2015-16 and 2016-17. Charges incurred will be paid from the Building Fund or Community Facilities District (CFD's) with no impact to the general fund.

Cost implications are estimated at $3,800.00, plus out of pocket expenses as indentified in the agreement.

RECOMMENDATION:
Approve the agreement with Cooperative Strategies for consulting services and the completion of Annual and Five Year Reports for fiscal years 2014-15 through 2016-17 at an estimated cost of $5,000.00 from the building fund and Community Facilities District's (CFD's) fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

ESTIMATED $5,000.00 (Amount)	Building Fund or CFD Funds (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this ____ day of _____ 2017 ("Effective Date"), by and between San Ysidro School District at 4350 Otay Mesa Road, San Ysidro, CA 92173, hereinafter called "Client", and Cooperative Strategies, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I.
SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Consulting Services, Statement of Work. Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

Section 1.2 No Agency. The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

ARTICLE II.
OWNERSHIP; USE

Section 2.1 Consultant Materials. As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

Section 2.2 Client's Rights and Obligations. Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

ARTICLE III.
COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated on expenses incurred under Section 3.2(b). Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

(a) Cost of clerical assistance @ $50.00 per hour;

(b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;

(c) Third-party photographic reproduction and data purchases; and

(d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

Section 3.3 Invoices. On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

Section 3.4 Records. Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

ARTICLE IV.
OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than $1,000,000 per occurrence or $2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

ARTICLE V.
OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

Section 5.2 Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting

Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 5.3 Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of $300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis. In the event Consultant is subpoenaed by a third-party in relation to services provided under this Agreement, fulfilling such obligations will be considered out of scope services and be billed based on time and materials expended.

Section 5.4 Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII.
CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive

relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII.
GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: bdolinka@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICL CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICE

PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

Section 8.12 Limitation. The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

Section 8.14 Limitation of Liability. In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

(Signatures to follow on the next page.)

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:	CLIENT:
Cooperative Strategies, LLC	**San Ysidro School District**
By: _____	By: _____
Larry Ferchaw Partner	
Date: 8/15/2017	Date: _____

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EXHIBIT A

STATEMENT OF WORK

SAN YSIDRO SCHOOL DISTRICT
ANNUAL AND FIVE YEAR REPORT SERVICES

Cooperative Strategies, LLC will provide consulting services to the San Ysidro School District ("Client" or "School District") for fiscal years 2014/2015, 2015/2016 and 2016/2017 to prepare the Annual and Five Year Reports ("Reports"). The specific activities and tasks to be performed under this Scope of Work include the following:

ACTIVITY I. ANNUAL REPORT ANALYSIS (FISCAL YEARS 2014/2015, 2015/2016 AND 2016/2017)

Task 1 **Identify Funds and Collection of Fees**

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

Task 2 **Reconcile Account Balances**

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

Task 3 **Estimate a Date in which School Facilities will Commence Construction**

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

Task 4 **Disclosure of Refunds**

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

ACTIVITY II. FIVE-YEAR REPORT ANALYSIS (FISCAL YEAR 2016/2017)

Task 5 **Determine the Purpose of the Fee**

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

Task 6 **Establish Relationship Between the Fee and the Facilities Funded by the Fee**

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2016, and June 30, 2017 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

Task 7 **Disclosure of Future Funding Sources**

This task involves the identification of all future sources of revenues for school facilities development.

ACTIVITY III. REPORT PREPARATION

Task 8 **Report Preparation**

This task involves the preparation of an Annual Report for Fiscal Years 2014/2015 and 2015/2016 and an Annual and Five Year Report ("Report") for Fiscal Year 2016/2017 pursuant to the requirements of Senate Bill 1693. Cooperative Strategies shall prepare one (1) draft and one (1) final Report for each Fiscal Year.

EXHIBIT B

FEE SCHEDULE

SAN YSIDRO SCHOOL DISTRICT
ANNUAL AND FIVE YEAR REPORT SERVICES

The proposed budget for services performed by Cooperative Strategies, LLC for San Ysidro School District ("Client" or "School District") under the Statement of Work shall be a flat fee of $3,800 (plus expenses not to exceed $380). This fee shall be payable in two (2) equal installments. The first installment of $1,900 shall be payable upon execution of this Agreement by both parties and the second installment of $1,900 shall be payable upon delivery of the completed Report.

In addition to fees for services, the School District shall reimburse Cooperative Strategies for out of pocket expenses as identified in Section 3.2 of the Agreement for Consulting Services.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH SCRIPPS PERFORMING ARTS, INC. FOR A MUSICAL THEATRE PROGRAM

BACKGROUND INFORMATION:
The Scripps Performing Arts, Inc. in partnership with Tony Plana, is delighted to offer a Musical Theater Program for San Ysidro School District students. The mission is to deliver a unique, educational experience for an ethnically diverse population of English learning students. Scripps Performing Arts, Inc. will establish the necessary foundation for developing a curiosity for life-long learning, confidence and self-reliance, essential tools for attaining productive living. Scripps Performing Arts, Inc. believes in utilizing the creative vehicle of the performing arts to achieve the California Visual and Performing Arts (VAPA) content standards through the five strands: ▪ Artistic perception ▪ Creative expression ▪ Historical and cultural context ▪ Aesthetic valuing, and ▪ Connections, relations and applications.

Scripps Performing Arts, Inc. will provide, a Musical Theatre after school program during the 2017-18 school year at Sunset, Willow and Ocean View Hills Schools. The new term of the agreement is from August 14, 2017 to May 17, 2018.

On August 10, 2017, the Governing Board approved the Musical Theatre Program offered by Scripps Performing Arts, Inc.. After further review and negotiations, an agreement was formed and terms were revised.

RECOMMENDATION:
Approve/Ratify the revised agreement with Scripps Performing Arts, Inc. for a Musical Theatre Program for Sunset, Willow and Ocean View Hills Schools during the 2017-18 school year, at a cost not to exceed $165,336.00 from the supplemental and concentration fund.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$165,336.00 (Amount)	Supplemental and Concentration Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of August 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Scripps Performing Arts, Inc.
Company/Consultant

(858) 586-7884
Telephone Number

9920 Scripps Lake Drive, Suite 105, San Diego, CA 92131
Address

www.ScrippsPerformingArts.com

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: August 21, 2017 To: May 31, 2018

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

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

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	Scripps Performing Arts
Name:	Angela Amoroso
Title:	Executive Director & Founder
Address:	9920 Scripps Lake Drive, Suite 105
City/State/Zip Code:	San Diego, CA 92131
Telephone:	(858) 586-7834
Email:	angelaamoroso@scrippsperformingarts.com

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. 3019
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
Scripps Performing Arts 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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

The Scripps Performing Arts, Inc. proposal is marked as Exhibit A with the following Amendments:

SCRIPPS PERFORMING ARTS
Transforming Performing Arts Education
IN PARTNERSHIP WITH TONY PLANA

Scripps Performing Arts Inc, in partnership with Tony Plana, is delighted to offer a Musical Theatre Program for your students.

Our mission is to deliver a unique, educational experience for an ethnically diverse population of English learning students. Utilizing the performing arts to provide an educational balance by igniting right brain creativity as well as critical thinking and problem-solving skills is essential for today's youth. We will establish the necessary foundation for developing a curiosity for life-long learning, confidence and self-reliance, essential tools for attaining productive living. Our talented staff will implement state of the art techniques to produce results for these worthy young people.

"If you celebrate your differentness, the world will, too. It believes exactly what you tell it—through the words you use to describe yourself, the actions you take to care for yourself, and the choices you make to express yourself. Tell the world you are one-of-a-kind creation who came here to experience wonder and spread joy. Expect to be accommodated."
— Victoria Moran, Lit From Within: Tending Your Soul For Lifelong Beauty

Tony Plana has been dedicated to serving economically challenged communities for the past 22 years through educational outreach programs for primary and secondary schools throughout California, Texas, New York and Massachusetts. Plana challenged the standard practices of teaching and learning language through an innovative approach called, "Language in Play" (LIP). Working directly with language arts teachers, LIP utilizes the performing arts to impact literacy skills in academically at risk and bi-lingual students.

Scripps Performing Arts is dedicated to tailoring the program to meet the needs of every child that is participating in what is sure to provide inspired learning. We have been serving the youth of San Diego since 1987, when Founding Executive Director Angela Amoroso relocated from NYC. Over the years we have supported thousands of young people coast to coast with the opportunity to cultivate discipline, respect, self-confidence and a passion for the performing arts in our nurturing environment.

Mr. Plana and Miss Amoroso share the vision of the National Standards for Arts Education which states, "...the arts have been an inseparable part of the human journey ...the arts are inseparable from the very meaning of the term Education." They believe in utilizing the creative vehicle of the performing arts to achieve the California Visual and Performing Arts (VAPA) content standards through the five strands:

1. **Artistic Perception:** The program will develop an understanding of the vocabulary used in the musical theatre industry, and more specifically as it relates to the discipline of acting, singing and dancing. Furthermore, the program will expand the student's ability to analyze theatrical experiences and discuss the performance and production process from a personal perspective.

2. **Creative Expression:** Our program will encourage creativity and promote the use of imagination and self-confidence. Students are required to share their work on a daily basis. This collaborative effort allows the students to offer their individuality and creativity to the whole. Cultivating respect for each other and the creative process in a nurturing, non-competitive environment creates a safe place to develop confidence and teambuilding skills. Collaboration in an ensemble process is at the core of the program with a culminating presentation at the end of each semester.

3. **Historical and Cultural Context:** The program will provide the students with a historical exploration of Musical Theatre as an art form. By visiting the past through classic musicals and standard musical numbers, the students will put into context their own understanding of the importance and relevance of American Musical Theatre in today's society by cultivating and sharing their own comparisons, and opinions of our modern day musicals.

4. **Aesthetic Valuing:** Working hand-in-hand with the acquisition of vocabulary and the practice and repetition of classroom performance, the students will learn to analyze their own process, and express their understanding of the work in class using constructive criticism.

5. **Connections, Relations, and Applications:** Through the musical theatre process, the students will be challenged in the areas of memorization, physical endurance, vocal execution, collaboration, and ensemble effectiveness. This specific skill set will help to enhance the student's ability to focus on given tasks and solutions in a timely manner, expect change, be flexible, and demonstrate accountability to the ensemble. All of these challenges will bring about a deeper understanding of the importance of success as a team, while continuing to pursue individual excellence.

In addition, our approach to the Performing Arts education emphasizes *Authentic Learning* principles found in these 10 characteristics necessary to function effectively in a collaborative environment, essential for thriving in our world today:

1. **Real-World Relevance**: Activities match as nearly as possible the tasks of professionals in practice rather than classroom tasks lacking real-world context.
2. **Focus-Defined**: Activities require students to define the tasks and sub-tasks needed to complete an activity.
3. **Complex, Sustained Tasks**: Activities are completed in days, weeks, and months rather than minutes or hours. They require significant investment of time and intellectual resources. Students will see how the parts of a task systematically build to the finished product.
4. **Multiple perspectives**: Provides the opportunity for students to examine the task from different perspectives using a variety of resources, and separate relevant from irrelevant information.
5. **Collaborative**: Collaboration is integral and required for task completion.
6. **Value Laden**: Provide the opportunity to reflect and involve students' beliefs and values.
7. **Interdisciplinary**: Activities encourage interdisciplinary perspectives and enable learners to play diverse roles and build expertise that is applicable beyond a single well-defined field or domain.
8. **Authentically Assessed**: Assessment is seamlessly integrated with learning in a manner that reflects how quality is judged in the real world. The process of evaluation and assessment are built in throughout a task, providing students with on-going feedback regarding the effectiveness of their participation in the task.
9. **Authentic Products**: Authentic activities create polished products valuable in their own right rather than as preparation for something else.
10. **Multiple Possible Outcomes**: Activities allow a range and diversity of outcomes open to multiple solutions of an original nature, rather than a single correct response obtained by the application of predefined rules and procedures.

Thank you in advance for your consideration of this unique opportunity for your students.

Respectfully,
Angela Amoroso and Tony Plana

SCRIPPS PERFORMING ARTS
Transforming Performing Arts Education
IN PARTNERSHIP WITH TONY PLANA

Date: July 19, 2017
Producing Artistic Director: Tony Plana
Managing Director: Angela Amoroso
Contact D:858.444.6464
E: AngelaAmoroso@ScrippsPerformingArts.com

School District: San Ysidro
Locations: Willow, Ocean View, Sunset
Program: ***BROADWAY BOUND!***

PROGRAM I

BROADWAY BOUND! (BB)
Conceived by Tony Plana in Collaboration with Angela Amoroso
Scripps Performing Arts, Inc. 501 c (3)

Broadway Bound is a musical theatre, after-school program specifically designed for 3rd to 8th grade students. BB offers a nurturing environment to introduce and inspire a love for Musical Theatre; one of the world's art forms that is unique to the United States. Children from economically disadvantaged communities are significantly underexposed to the educational value that the American Musical Theatre offers.

As educators we know it takes passion, commitment, discipline, imagination, and hard work to reach your full potential. Our goal is to instill in our students a respect for both themselves and the performing arts they practice. It is essential to increase their movement, music and acting vocabulary to equip them with multiple vehicles of self-expression.

Using selections of classical Broadway musicals such as Matilda, In the Heights, The Lion King, Annie, Hamilton, Cats and Wicked, this program specifically covers the components of acting, singing, and dancing. The preparation of various musical numbers will be the focus of the program, in addition to the vigorous training of the musical theatre skill set that highlights communication skills for English learners. The program will provide a semester of three-hour classes, twice a week, consisting of acting, choral and solo vocal training, basic dance technique, choreography, and theatre production.

Project Deliverables and Specifications

Using a six-hour per week format: 3 hour class, two-times per week (after school) for 14 weeks, BB will provide 84-hours of instruction at each participating school, per semester.

There will be an additional 10 hours of rehearsal and performance presentation time at the end of each semester. This offers a total of 94 hours of instruction per semester and 188 hours of instruction for the academic calendar year for each participating school, per student.

We utilize a 1:16 teacher-student ratio. Our talented faculty (artists in their own right) are ready to provide quality, musical theatre education instilling core strength, mental focus and emotional intelligence.

Each School will have a minimum of 20 students and a maximum of 48-student capacity per school, maintaining a 1:16 Teacher student ratio.

Each campus will be assigned a weekday schedule, either Monday-Wednesday or Tuesday-Thursday. During these sessions, the teachers will work with the students in the areas of acting, singing, dancing and theatre production.

Everything is Included for the Culminating Performance Opportunities in the Following Ways

Semester one will culminate with an on-site school assembly during school hours. Semester two will culminate with a musical theatre performance at San Ysidro High School *(Subject to availability of the facility).*

Faculty

For staffing, each site will receive: a core instructor, the students will receive instruction from a rotation of music directors and dance choreographers at each class. These professionals will rotate to each school site throughout the semester.

- 3 teaching artists who specialize in one or more disciplines: acting, singing, dancing
- 2 specialty teachers of choreography (rotates between each site)
- 1 specialty teacher of music (rotates between each site)

Process for Measurable Outcome

We will evaluate each student (pre and post) according to the California Visual and Performing Arts (VAPA) content standards through the five strands, as well as the Authentic Learning characteristics by method of class attendance, participation, performance, and survey, we will gain insight to our effectiveness from the students, principals and parents. In addition, we will provide student self-evaluation with respect to their individual experiences. With the component of performance, we can ascertain and gauge the level of growth and application of skill for each student over time.

Students will be evaluated at the beginning, middle, and end of each semester utilizing the California Visual and Performing Arts content standards as benchmarks for progress, as well as the Authentic Learning characteristics cited above. A checklist with a three-level rating scale will be developed for each of the five strands of the VAPA standards that incorporate Authentic Learning characteristics as appropriate under each strand. Students will be provided with on-going verbal feedback from the instructor regarding their progress. In addition, the instructor will keep anecdotal notes on each student's participation and level of achievement as it relates to the VAPA standards and Authentic Learning characteristics.

Project managers are available to discuss with principals and teachers the material used in the program.

Project Requirements

The project requires access to a dedicated space for a maximum of 50-students. In addition, the space must allow for students to move freely, provide the use of a dedicated sound system, a piano and/or keyboard, and an area to securely store equipment, materials and supplies for the duration of the semester. In using the MPR, all lunch tables will need to be completely cleared in order to create an appropriate space for the class.

In addition, the program will require the opportunity to properly recruit students, market within the district, utilizing Peach Jar and Facebook connect with all principals, teachers, students, and parents, and create visibility for the program and performance. The school district will provide the snack and water for all students.

SCRIPPS PERFORMING ARTS
Transforming Performing Arts Education
IN PARTNERSHIP WITH TONY PLANA

Project Timeline

RECRUITMENT/ENROLLMENT: Before BB classes commence; SPA will require one to two-weeks of recruitment time. Start, end and performance dates to be determined.

FALL SEMESTER 2017: August 14, 2017 - December 15, 2017 will cover 14-weeks of instruction. No classes the week of parent conferences or Thanksgiving break.

WINTER/SPRING 2018: January 22, 2018 through May 17, 2018 will cover 14-weeks of instruction. No classes the week of parent conferences or Spring break.

Investment in your Students

The programing investment includes ALL program costs: instruction, staffing, materials, special costume needs, equipment rental, scripts, music, program planning and delivery.

Broadway Bound Semester I and II for:

Willow Elementary (45 students semester I / 45 students semester II)
Ocean View Elementary (45 students semester I / 45 students semester II)
Sunset Elementary (45 students semester I / 45 students semester II)

For the 2017-2018 Academic Year, This offer is designed for 3 schools offering placement opportunities for 270 students. Each student will receive approximately 188-hours of instruction, with the program delivery spanning over the entirety of the school year. All costs, materials fees, rental of equipment and performance opportunities are included.

Semester one will culminate with an on-site school assembly during school hours.
Semester two will culminate with a musical theatre performance at San Ysidro High School *(Subject to availability of the facility).*

Cost per student is $612 per semester
Cost per student per instructional hour is $6
Cost per school, per semester is $27,556
Cost for all 3 schools for the full school year = $165,336

Method of Disbursements

40% upon signing of contract:
20% October 15
20% January 15
20% June 1

Monetary disbursement for services rendered identified in the contract may be mailed to:

Scripps Performing Arts, Inc.
9920 Scripps Lake Drive, Suite 105
San Diego, California 92131

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH MTGL, INC.

BACKGROUND INFORMATION:
MTGL Services will provide OSHA Class III, 16 hours of Asbestos Operations and Maintenance Training to employees. The training will help ensure that District staff have the knowledge of how to respond to any Asbestos related emergency. This course will take place on September 25th & 26th of 2017. employees within the Maintenance Department will partake in this 16 hour course and each student will receive a Certificate of Training Completion. MTGL will provide the consulting services as indicated in the following schedule:

Service	Time-and-Materials Estimate & Rate	
OSHA Class III 16 hour Asbestos Operations and Mainteance Classroom Instruction-Includes Training Manual (up to 10 students).	Lump Sum: $1,000.00	$1,000.00
Additional Cost for Each Student	$75/Student	As Needed
	Total Estimated Cost: $1,000.00	

RECOMMENDATION:
Approve the agreement with MTGL Inc. to provide an Asbestos Training course for staff: Cruz Delgado, Jorge Barriga, Martin Sanchez, Jesus Sanchez, Eliseo Alba, Jose Leon, Robert Spencer, and Victor Guzman at an estimated cost of $1,000.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

ESTIMATE $1;000.00 (Amount)	General Fund (Maintenance) (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

Office Locations

Orange County
Corporate Branch

San Diego
Imperial County

Inland Empire

Central Dispatch

Mr. Victor Guzman
Director of MOTF
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

July 14, 2017
SDPE-17-712ME

RE: OSHA Class III 16 Hour Asbestos Operations and Maintenance Training

Dear Mr. Guzman,

Pursuant to your request, MTGL is pleased to submit this proposal to conduct OSHA Class III, 16 Hours Asbestos Operations and Maintenance Training

MTGL will provide the Consulting Services as indicated in the following schedule:

Service	Time-and-Materials Estimate & Rate *	
OSHA Class III 16 Hour Asbestos Operations and Maintenance Classroom Instruction-Includes Training Manual (Up to Ten (10) Students)	Lump Sum: $1,000.00	$1,000.00
Additional Cost for Each Student of Ten (10).	$75/Student	As Needed
		Total Estimated Cost: $1,000.00

Schedule:

MTGL will provide each student a Certificate of Training Completion.

This proposal shall remain valid for 30 days from its date of issuance.

Please indicate your acceptance of this proposal and of the attached Terms and Conditions by endorsing below, by signing our Terms and Conditions where indicated, and returning one copy of the entire proposal to our office. You may also authorize us to begin work by a separate letter of "Authorization to Proceed" referencing this agreement or by faxing us a signed copy of the signature page to this agreement.

GENERAL CONDITIONS

1. This agreement and the attached Proposal, described by number on the reverse and incorporated herein by reference, constitute the entire agreement between the Client and Consultant.
2. In the event any of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. This contract is entered into in San Diego County California.
3. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site at no cost to Consultant.
4. Client agrees to notify Consultant twenty-four hours in advance of any necessary tests and observations. If Client assigns this responsibility to a contractor and/or subcontractor, architect, engineer, or job inspector, Client will defend, indemnify and hold Consultant harmless from any and all claims, damages and liability, including defense costs, arising from improper scheduling on the part of the responsible party.
5. Consultant's field investigation may yield samples and specimens. Non-hazardous samples or specimens will be discarded 30 days after testing and reporting unless otherwise instructed by Client. Client shall be responsible for costs of compliance procedures for any hazardous samples or specimens collected by Consultant in performing its services hereunder.
6. Client shall be responsible for advising Consultant of the existence of any hazardous substances or conditions existing in, on or near the project should such facts become known to Client.
7. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty or guarantee, express or implied, is made or intended by this agreement.
8. Consultant agrees to maintain workers' compensation, comprehensive general and automobile liability and professional liability insurance with minimum limits of $1,000,000.00. If requested, Consultant will provide a certificate of insurance evidencing such coverages. Any fees paid by Consultant to name Client as an additional insured or increase basic coverage amounts will be billed to Client.
9. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and the Client agrees to defend, indemnify and hold Consultant harmless from all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Consultant.
10. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of service, and provided such certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied.
11. Client agrees any reliance upon any reports, plans, drawings, or other documents issued by Consultant shall only be for the purpose referenced in Consultant's Proposal and scope of work.
12. Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out of or relating to this agreement to fifty thousand dollars ($50,000) or the amount of Consultant's fee, whichever is lesser. This limit applies to all services on this project, whether provided under this or subsequent agreements.
13. Consultant is not responsible for the completion or quality of work which is dependent upon or performed by the Client or third parties not under the direct control of Consultant.
14. The rates charged for Services are based on the current Consultant's Fee Schedule which is modified periodically.
15. Consultant's construction observation services, if any, shall be limited to observation of construction operations to provide Client with an understanding of the general nature, progress and quality of work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, Consultant shall not be responsible for continuous or exhaustive inspection of the work. In no event shall Consultant be responsible for the means and methods of construction or for the safety procedures employed by the contractor.
16. Services provided under this agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the project specified in the Proposal. No other use is authorized under this agreement. Client will not distribute or convey Consultant's reports or recommendations to any other person or organization other than those designated in Section 306 of the U.B.C., without Consultant's written authorization, and Client releases Consultant from liability and agrees to defend indemnify and hold harmless Consultant from any and all liability for damages arising, in whole or part, from such unauthorized distribution. Consultant's reports, field data, test results and other similar documents are instruments of professional service, not products.
17. If agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
18. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding upon Client, unless Client, within fourteen (14) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies or errors in the billing.
19. If the Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are terminated. Client agrees to pay a late payment charge which will be computed at the periodic rate specified on the attached fee schedule, and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. In the event of termination, Consultant reserves the right and shall have the right to notify governmental agencies or other regulatory bodies of the termination of its services.
20. If Consultant is required to provide services such as depositions, expert witness testimony, etc., related to this project, Client agrees to pay Consultant at hourly rates in accordance with Consultant's fee schedule effective when services are rendered.
21. If litigation is initiated to enforce this agreement, the prevailing party shall be entitle.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition Services
Paloma Bertrand, Assistant Director

AGENDA ITEM: FRESH FRUIT AND VEGETABLE PROGRAM GRANT AWARD - AMENDMENT NO. 1

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

The first allocation of the Fresh Fruit and Vegetable Program grant award is being amended due to a reduction in Federal funding from the U.S. Department of Agriculture. The first allocation's (from July 1, 2017 through September 30, 2017) was reduced by $3,083.20. The award is made contingent upon the availability of funds. The program is offered at La Mirada, Sunset and Willow Schools.

RECOMMENDATION:
Accept Amendment No. 1 to the Fresh Fruit and Vegetable Program Grant Award's first allocation in the amount of $5,822.00.

☐ **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 #

AMENDED Grant Award $5,822.00 (Amount)	Fresh Fruit and Vegetable Grant (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Julio Fonseca, Superintendent San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173	FY	PCA	Vendor Number	Suffix
	17	14968	6837	00
Attention Paloma Perez Bertrand	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services	Resource Code	Revenue Object Code		San Diego
Telephone 619-428-4476	5370	8220		INDEX
Name of Grant Program Fresh Fruit and Vegetable Program				0190

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$8,905.20	-$3,083.20	$5,822.00	1	7-1-17	9-30-17

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
10.582	7CA310CA1	Fresh Fruit and Vegetable Program	USDA

Dear Superintendent Fonseca:

This amendment is due to a reduction in federal funding from the U.S. Department of Agriculture for the Fresh Fruit and Vegetable Program's first allocation (July 1, 2017, through September 30, 2017).

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.

Please return this amended Grant Award Notification (AO-400) with original signature within 10 days to:

Sauncerae Gans, Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Sauncerae Gans	Analyst
E-mail Address sgans@cde.ca.gov	**Telephone** 916-323-6775
Signature of the State Superintendent of Public Instruction or Designee ▸	**Date** 8/23/17

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
E-mail Address	**Telephone**
Signature ▸	**Date**

Grant Award Notification (Continued)

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

1. Grantees must follow all of the FFVP guidance issued by the U.S. Department of Agriculture (USDA) and the California Department of Education (CDE) as outlined in the FFVP Application Package for the 2017–18 school year.

   - The USDA's *FFVP Handbook for Schools* (December 2010) is available at http://www.fns.usda.gov/cnd/ffvp/handbook.pdf.
   - The CDE California FFVP Guidelines Web page is available at http://www.cde.ca.gov/ls/nu/sn/caffvpguidelines.asp.

2. Each grantee will receive their FFVP Grant award in **two allocations** during the July 1, 2017, through June 30, 2018, grant period:

   - **First Allocation: July 1, 2017, through September 30, 2017**
   - **Second Allocation: October 1, 2017, through June 30, 2018**

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

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

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

3. Grantees must abide by the FFVP Grant award reimbursement process provided below:

   - Funds will not be disbursed until a reimbursement claim is submitted.
   - Grantees submit reimbursement claims on a monthly basis.
   - FFVP reimbursement claims must be filed within 30 days after the month for which a grantee is claiming reimbursement.
   - Any reimbursement claims submitted in excess of the grantee's total award amount will not be paid.
   - Grantees are responsible for monitoring their award budget to ensure that spending is consistent with allowable costs.

4. All grantees **must** participate in three FFVP Orientation Webinars (Program, Fiscal, and Claiming) in August 2017. Grantees will receive notice in July 2017 of the dates and times the Webinars will be offered.

5. At the end of the grant period, grantees will be responsible for completing a Final Progress Report, which will include information about the variety of fruits and vegetables served, frequency of snack service, snack delivery method, nutrition education offered, and partners assisting with FFVP implementation.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition Services
Paloma Bertrand, Assistant Director

AGENDA ITEM: 2016 NATIONAL SCHOOL LUNCH PROGRAM EQUIPMENT ASSISTANCE GRANT EXTENSION

BACKGROUND INFORMATION:
The United States Department of Agriculture (USDA) National School Lunch Program (NSLP) Equipment Assistance Grant funds support equipment that improves the quality of school meals, improves the safety of food served in the school meal programs, improves the overall energy efficiency of the school food service operations and improves or expands participation in the NSLP and/or School Breakfast Program. Fiscal Year 2016 Agriculture Appropriations Act competitively awards equipment assistance grants to eligible School Food Authorities (SFAs) participating in the National School Lunch Program (NSLP). These funds will allow SFAs to purchase equipment to serve healthier meals that meet the updated meal patterns, with emphasis on serving more fruits and vegetables in school meals, including items purchased locally, improving food safety, and expanding access.

The District's Nutrition Services Department was awarded an extension to the USDA NSLP Equipment Assistance Grant in the amount of $88,000.00.

RECOMMENDATION:
Accept the 2016 National School Lunch Program Equipment Assistance Grant extension in the amount of $88,000.00 for Nutrition Services.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	
Grant Award: $88,000.00 (Amount)	Equipment Assistance Grant (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	**CDE GRANT NUMBER**			
Julio Fonseca, Superintendent San Ysidro Elementary School District 4350 Otay Mesa Road San Ysidro, CA 92173-1617	**FY**	**PCA**	**Vendor Number**	**Suffix**
	16	14906	6837	00
Attention District Superintendent or School Administrator	**STANDARDIZED ACCOUNT CODE STRUCTURE**			**COUNTY**
Program Office Nutrition Services Division	**Resource Code**	**Revenue Object Code**		37
Telephone 619-428-4476	5314	8290		**INDEX**
Name of Grant Program National School Lunch Program Equipment Assistance Grant				0190

GRANT DETAILS	**Original/Prior Amendments**	**Amendment Amount**	**Total**	**Amend. No.**	**Award Starting Date**	**Award Ending Date**
	$88,000.00		$88,000.00		1-1-17	10-1-17

CFDA Number	**Federal Grant Number**	**Federal Grant Name**	**Federal Agency**
10.579	NSLP-16-CA-01	2016 National School Lunch Program Equipment Assistance	USDA

I am pleased to inform you that your grant extension request has been approved.

To accept this grant amendment, please return the original, signed Grant Award Notification (AO-400) within 10 days of receipt to:

Equipment Grant (FMU)
Nutrition Services Division
California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814-5901

California Department of Education Contact Danielle Rice	**Job Title** School Nutrition Programs Specialist
E-mail Address equipmentgrant@cde.ca.gov	**Telephone** 916-323-2538
Signature of the State Superintendent of Public Instruction or Designee ▸ Tom McGrell for Stan	**Date** 8/28/17

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	**Title**
E-mail Address	**Telephone**
Signature ▸	**Date**

Grant Award Notification (Continued)

This Grant Award Notification (GAN) must be signed and returned to the Nutrition Services Division (NSD) before any grant funds can be disbursed to you. Please keep a copy for your records.

GRANTEES AGREE TO:

- Be an approved program sponsor(s) prior to receiving grant funding.
- Expend funds for the approved program activities in accordance with this grant award, the grant application, and all applicable regulatory requirements regarding the administration and expenditure of these funds.
- Submit copies of three quotes, purchase order, invoice, payment, and delivery receipt supporting expenditures made under this grant to the NSD.
- Expend all grant funds at approved site(s) and submit final documents by October 1, 2017. If final expenditure documents are not received, the NSD may immediately rescind any unpaid funds and bill for any remaining balance.
- Funds that are not fully expended must be returned to the NSD.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 14, 2017

FROM: J. Arturo Sanchez Macias
Interim Superintendent

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

AGENDA ITEM: AGREEMENT WITH ALANDATA CORPORATION

BACKGROUND INFORMATION:
Alandata Data Recovery Services offers state-of-the-art, industry leading innovation, in data recovery services, techniques and utilities. They assist in the recovery of data from any storage media. They have the expertise, proprietary tools and techniques to optimize the recovery process.

The District will retain the services of Alandata Corporation to assist with server searches and to ensure compliance and adherence to FERPA, HIPPA, and technical matters as directed.

RECOMMENDATION:
Approve the agreement with Alandata Corporation for specialized technical assistance during 2017-18 in an amount not to exceed $75,000.00 from the general fund.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
NOT TO EXCEED $75,000.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

J. Arturo Sanchez Macias
Interim Superintendent

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of September 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Alandata Corporation / Wayne Horner Company/Consultant	949-306-3725 Telephone Number
1740 east Garry Aveenue, #108 Santa Ana, CA 92705 Address	info@alandata.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: September 15, 2017 To: September 15, 2018

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

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

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

Coverage shall be at least as broad as:

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

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

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

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

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

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

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

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	
Name:	Wayne Horner
Title:	President
Address:	1740 East Garry Avenue #108
City/State/Zip Code:	Santa Ana, CA 92705
Telephone:	949-306-3725
Email:	info@alandata.com

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

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
Alandata Corporation Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Wayne Horner, President Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
8/7/2017 Date:	Date
949-306-3725 Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

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

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

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

Consultant Wayne Horner

Name/title of authorized representative *(Print)* Wayne Horner / President

Signature _____ Date 8/7/2017

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A
SCOPE OF SERVICES

All technical matters as directed.

Not to exceed $75,000.