San Ysidro School District
Governing Board
AGENDA

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

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

Education Center
4350 Otay Mesa Road
San Ysidro

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, MAY 11, 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, May 11, 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 **La Mirada School, 222 Avenida de la Madrid, 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
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 Vice- President Lopez. The vote was unanimous.

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:01 p.m. in accordance with section 54954.5 regarding:

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

4.2 Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED/SIGNIFICANT EXPOSURE TO LITIGATION
Case(s)/Claim(s): 1

4.3 Pursuant to Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Claim ID: Property Damage Release Claim No. 535933

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

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

The Board took the following action from Closed Session:
1) On a 5 -0 vote, the Board approved to pay a claim for damages in the approximate amount of $2,002.00.

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

6. ROLL CALL by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board
Mrs. Rosaleah Pallasigue, President
Mrs. Irene Lopez, Vice-President
Mr. 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 Solar Panel Project Update – Art Castanares
8.2 Classified Employee of the Year
8.3 Teacher of the Year
8.4 Special Education Recognition – Marisela Lozano
8.5 SYEA President Recognition – Guillermina Sandez
8.6 Water Donation Recognition

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS
Lianne Minea, La Mirada Teacher, 1) Welcomed everyone to La Mirada School. 2) Shared La Mirada Eagle News with the Board. 3) Thanked the Board for their continued support of the 4th grade Living History Program at the San Diego Maritime Museum. 4) Commented that for the seventh year in a row, students had the opportunity to learn about California's Gold Rush aboard the Star of India, a California and United States National Historic Landmark. 5) Mentioned that she hopes to have funding for next year's trip because they have already received the confirmation letter from Maritime Museum. 6) Thanked the Board for their support of the field trip this year.

Carol Wallace, OVHS Teacher, 1) Commented that she attended the meeting in support of Nadia Aviles, Principal. 2) Mentioned that Principal Aviles has an open door policy and cares about her staff, the school and children. 3) Commented that Principal Aviles supports her staff and they feel the same way about her. 4) Hopes the Board supports her as well.

Zenaida Rosario, La Mirada Teacher, 1) Thanked the Board for sending teachers to CABE. 2) Mentioned that at CABE, she was inspired by how California takes to heart the importance of the Dual Language Programs supported by Tom Torlakson, State Superintendent. 3) Commented that she met the author of Proposition 58, California Senator Ricardo Lara, who received the courageous leadership award for being instrumental in leading this bill to pass in our State. 4) Mentioned that Los Angeles is not San Ysidro but we do appreciate the support. We need to look within our educators and mentors, and teach without outside influences that are costing us thousands; monies that can be put to better use for our children. We can do it with the leaders of our schools and the commitment of the Board to focus on what matters, the students, the teachers and the parents. 6) Commented that she is looking forward to the new school year and hopes that the renovation doesn't cause them to get sick. Asked to have the air quality checked prior to allowing teachers and students in the classrooms. 7) Thanked the Board again and hopes the new year will offer the promise of a community truly connected to a Board that understands the needs of our students and that supports teachers.

Marianna Saponara, Retired Administrator, 1) Thanked Mr. Linares and Mr. Diaz for supporting students who don't feel safe at schools. 2) Thanked Mr. Zummo and Ms. Johnson for assisting parents with their children's concerns. 3) Commented that she is a journalist at Southwestern College and can help Smythe and La Mirada Schools at no cost. 4) Mentioned that after speaking at the February 9th Board meeting, her car was vandalized and she was accused of collecting signatures against Mr. Tapia, which she had nothing to do with. 5) Commented that she was treated disrespectfully and accused of poisoning pies at Smythe School, which she never did. 6) Mentioned that she paid for students to see a presentation that was cancelled without notice.

Jorge Von Borstel, Outreach Consultant, 1) Shared information about the activities and incentives that he and Ms. Garcia provide for student attendance. 2) Mentioned that they support students and their families in all they can.

Adriana Garcia, Outreach Consultant, 1) Shared information about activities and incentives for student attendance. 2) Mentioned that one of their major responsibilities is to make coming to school fun and for the children to have a connection and a sense of pride to be in school daily. 3) Mentioned that besides attendance, they help families with resources as needed. They helped organize the One Sight Eye Clinic field trip where students received eye testing and glasses at no cost.

Diana Ochoa, Parent, 1) Commented that she supports the Dual Language Program. 2) Mentioned that the Dual Language Program has given her and other families positive results. 3) Commented that she believes students who are products of the Dual Language Program will be successful figures that motivate others. 4) Asked the Board to continue supporting and motivating our students with the means and programs necessary to help them on their way to success.

Javier Ochoa, Former Student, 1) Mentioned that he attended the meeting to talk about the Dual Language Program. 2) Shared information on what the Dual Language Program has done for him and his family. If it weren't for the program, he wouldn't speak English. 3) Commented that his brother is in the current Dual Language Program and has learned better English. 4) Mentioned that other children in the program are also speaking at a higher level of English and have a hunger for success.

Veronica Medina, Parent, 1) Commented that her son will be reading a letter to the Board.

Nathaniel Medina Brown, Student, 1) Thanked the San Ysidro School District for providing him with a great education for the past nine years. 2) Mentioned that he's attended the San Ysidro School District since he was three years old and had great teachers and a wonderful Principal, Mrs. Colom. Thanked Principal Colom for all the love and support he received at Smythe School. 3) Commented that he also attended Sunset School and had supportive teachers and a Super Hero Principal, Mr. Burciaga. Thanked Mr. Burciaga for helping him reach his goals. 4) Thanked Dr. Fonseca for making San Ysidro a better place by helping children achieve

higher education. 5) Mentioned that he was saying goodbye to the Board because he is leaving to another District. He will miss the long meetings with his mother. 7) Thanked the Board for supporting the children in San Ysidro. 8) Commented that he loves the community and when he grows up he wants to work in this community just like his mother.

Catalina Hernandez, La Mirada PTA & ELAC Member, 1) Commented that she is representing La Mirada PTA and ELAC. 2) Shared activities held throughout the school year that benefited La Mirada students. 3) Mentioned that students were very motivated and participated with their families. 4) Commented that they also held fundraisers for field trips. 5) Mentioned that ELAC motivated students who were reclassified. 6) Thanked the Board for their support and for giving ELAC the opportunity to attend the Mini CABE.

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) Commented that he is very lucky to be here for nine years. His son started at Sunset Kindergarten and this month will be the last year he will be here. 2) Mentioned that he never thought he would be a Board Member for the District. He knows we are going through difficult times and hopes we get out of the controversy. He has faith that the community, teachers and administrators will come forward. 3) Commented that he has concerns with discipline at some of the schools. He's received calls that discipline is not being enforced and thinks we should focus on that and hold principals accountable for the discipline. 4) Mentioned that it's very important to him to teach discipline whether it's at home or school. He feels we let kids do whatever they want and we don't hold them accountable.

Member Diaz, 1) Thanked everyone for hosting the Board Meeting at La Mirada School. 2) Commented that he is very pleased in the direction the District is headed. 3) Mentioned that the District is far away from the things that have been resurfacing lately. The District has made leaps and bounds as far as the turn around and thanked Dr. Fonseca and his staff for that. 4) Thanked the teachers for embracing the new programs and making the programs provided to them work. Hopes to keep the programs long term. 5) Congratulated Vista del Mar and Ocean View Hills Schools for being recognized as California Honor Roll recipients. 7) Mentioned that the reconfiguration lets us start from scratch, and in his opinion, continue to move upward. 8) Commented that we still need to do something with the Beyer site. 9) Thanked the staff and the employees who were recognized as Employees of the Year. Mentioned that it's a hard decision to make.

Member Martinez, 1) Thanked Principal Ramos for hosting the Board Meeting. 2) Mentioned that he had the opportunity to look at the Eagle News and was very impressed. Thanked La Mirada staff and Principal Ramos for getting this done. 3) Mentioned that he is part of the San Ysidro Planning Group and heard a stat that fifty-percent of the residents in San Ysidro did not have a high school diploma and the trend was continuing in the years to come. This was unacceptable so he decided to run for office. 4) Commented that we have to get into the mindset that graduating from high school and going to college is not a dream, it's a plan. We need to give the kids the option that they have the opportunity to get in to college or a university and graduate. 6)

Congratulated Principal Ramos and his staff, for all the work they've done and great direction. 7) Mentioned that he is glad to see movement with Beyer School. Commented that if the District is going in the direction of bonds, to count him in, for Beyer and other schools that need upgrading. 8) Commented that he would like to know the progress on the Citizens' Oversight Committee. He believes having the committee composed of residents and community members is a necessity if the District is planning to move into a bond campaign. 9) Mentioned that he is very happy on how the water issue is being dealt with. He would like to have an update on the testing results. 10) Requested an update on the electives for the middle school. 11) Thanked Dr. Fonseca, his staff and Arturo Macias for exceeding expectations with the reconfiguration and for making San Ysidro Middle School into a true Middle School with great electives.

President Pallasigue, 1) Thanked Principal Ramos for hosting the Board meeting. 2) Commented that she would like a survey monkey for the community to have an opportunity to voice their opinion on the uniform policy. For the record, she is pro uniform. 3) Acknowledged the educators, Dr. Fonseca and Mr. Macias for their expertise and guidance. 4) Commented that we have a lot on our plate with the reconfiguration but would like Board workshops. If we are going after a bond, we need to have the knowledge and the same with EL. 5) Mentioned that the EL Program is one of those areas that seems no one can agree on, but believes that it takes time to see results. 6) Wished everyone a "Happy Mother's Day."

Vice-President Lopez, 1) Congratulated Principal Ramos for the Eagle News. She was very impressed. 2) Commented that it's great that Lianne Minea, La Mirada Teacher, took students to the Star of India here in San Diego. A lot of our kids don't have the opportunity to visit the Star of India or the Museums. 3) Mentioned that she hopes next year, Mrs. Minea will be able to go on the same field trip with the help of the Board. 4) Commented that she would like to talk to students about the food being served in the cafeteria and get their input. 5) Mentioned that Saturday is "El Día de San Ysidro" celebration and it's a good opportunity for the community to come out and get involved and see what services are being offered. 6) Commented that she was very impressed with the ideas of the Outreach Consultants to motivate our kids. Thinks it should be implemented at all of our schools. 7) Thanked the Outreach Consultants for everything they do for our kids.

Dr. Fonseca, Superintendent, 1) Thanked Principals and Assistant Principals on behalf of all Administrative Staff and the Board for everything they've done to turn this District around to where it is now. 2) Invited everyone to the Beyond the Bell Broadway performance on May 20, 2017, at San Ysidro High School. 3) Mentioned that he wanted to make public that the District has discussed, with the classified and certificated unions, the start times for schools next year. The middle schools will start at 7:45 a.m. and elementary schools at 8:15 a.m.. The District will give parents the opportunity to give their input regarding the two start times, but ultimately we have to make a decision. 4) Mentioned that it's very difficult to balance classes. Tough decisions will have to be made as it relates to the Inter/Intra District transfers and unfortunately some transfers will be denied. 5) Commented that approval for transfers are contingent upon three things; behavior, attendance and academics. The Child Welfare & Attendance Department and principals will take a look at them very carefully and with an open mind but ultimately we have to make some tough choices. 6) Commented that on June 1st, Tom Torlakson, State Superintendent, will be visiting the District for several things that were presented in the media as it relates to the way we handled the water issue. He would like to welcome him and have a conversation with him and the Dual Language folks. 7) Commented that because of the tradegy that happened in San Bernardino and other places in California where students and adults have experienced violence, the District has positioned people at the front school gates at the most vulnerable school sites to provide that second level of support and to make sure our campuses are safe. It has bothered some parents because they are not used to checking in and out, but what is most important to us is to make sure students are safe at all times and to avoid the tragedy that others have experienced. 8) Mentioned that child welfare and attendance is a major issue for us because we have a high poverty population that we serve. We need to focus on bringing services together so we can determine how best to serve our kids because we have a lot of issues related to mental health and domestic violence that need to be addressed. The Board will get a recommendation to restructure child welfare and attendance to focus specifically with those issues once and for all. 9) Announced that Maria Corona, Confidential

Administrative Secretary, will be retiring at the end of the school year. Thanked her for all she did. Commented that she will be missed greatly. 10) Mentioned that testing results and electives will be presented at the next Board meeting. 11) Commented that he appreciates Mr. Linares' comments. Outsiders are trying to challenge what we do. We are a strong community and if we stay focused on the Mission of the District, we will come out victorious in all the challenges we face. 13) Wished all the moms a "Happy Mother's Day."

Member Diaz made a motion to recess at 7:46 p.m., seconded by Vice-President Lopez. The vote was unanimous.

The Board reconvened at 7:59 p.m.

11. GENERAL ADMINISTRATION

11.1 The Board elected Marcos A. Diaz Board Clerk.

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

Member Diaz declined Clerk position.

Superintendent Fonseca commented that by default that leaves Member Martinez as the Clerk. Member Martinez declined Clerk position.

Member Martinez made a motion to vote no to not elect a Clerk.

Motion: Martinez Second: Pallasigue Vote: 1 Aye (Linares) - 4 Noes

11.2 MINUTES
The Board approved the minutes of the Regular Board meeting of March 9, 2017.

Motion: Pallasigue Second: Lopez Vote: Unanimous

11.3 OPEN PUBLIC HEARING FOR LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)
The Board opened Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2017-2018 fiscal year.

There were no public comments.

Motion: Martinez Second: Diaz Vote: Unanimous

11.4 CLOSE PUBLIC HEARING FOR LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)
The Board closed Public Hearing regarding the Proposed Local Control Accountability Plan (LCAP) for the 2017-2018 fiscal year.

Motion: Martinez Second: Diaz Vote: Unanimous

11.5 OPEN PUBLIC HEARING FOR PROPOSED BUDGET 2017-18
The Board opened the Public Hearing for the District's Proposed Budget for fiscal year 2017-18.

There were no public comments.

Motion: Martinez Second: Diaz Vote: Unanimous

11.6 CLOSE PUBLIC HEARING FOR PROPOSED BUDGET 2017-18
The Board closed the Public Hearing for the District's Proposed Budget for fiscal year 2017-18.

Motion: Martinez Second: Lopez Vote: Unanimous

11.7 APPROVAL OF CONFERENCE ATTENDANCE/EVENTS FOR THE GOVERNING BOARD AND SUPERINTENDENT FOR THE 2017-2018 SCHOOL YEAR
The Board approved the attendance of the Governing Board and the Superintendent to the CSBA Annual Education Conference and individually selected conferences/events for the 2017-2018 school year.

Motion: Diaz Second: Pallasigue Vote: Unanimous

11.8 GOVERNING BOARD MEMBERSHIP FOR THE 2017-2018 SCHOOL YEAR
The Board approved the Board membership to the California School Boards Association for the 2017-2018 school year at a cost of $11,768.00 from the general fund.

Motion: Pallasigue Second: Lopez Vote: Unanimous

11.9 FIRST READING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 5132 (A-B) DRESS AND GROOMING
The Board approved the first reading of revised Board Policy and Administrative Regulation 5132 (a-b) Dress and Grooming.

Member Diaz requested a survey monkey for parent input.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.10 JEANS FOR TROOPS
Information only.

11.11 SAN DIEGO COUNTY OFFICE OF EDUCATION BTSA INDUCTION PROGRAM
The Board approved the San Diego County of Education – BTSA Induction Program District Agreement for the 2017-2018 school year.

Motion: Martinez Second: Diaz Vote: Unanimous

11.12 2017-2018 CLASSIFIED (10 MONTH - 209 DAY) WORK CALENDAR
The Board approved the 2017-2018 Classified (10 Month - 209 Day) Work Calendar.

Motion: Martinez Second: Lopez Vote: Unanimous

11.13 2017-2018 CLASSIFIED (10 MONTH - 213 DAY) WORK CALENDAR
The Board approved the 2017-2018 Classified (10 Month - 213 Day) Work Calendar.

Motion: Martinez Second: Lopez Vote: Unanimous

11.14 2017-2018 CLASSIFIED 11-MONTH WORK CALENDAR
The Board approved the 2017-2018 Classified (11 Month) Work Calendar.

Motion: Pallasigue Second: Lopez Vote: Unanimous

11.15 2017-2018 CLASSIFIED 12-MONTH WORK CALENDAR
The Board approved the 2017-2018 Classified (12 Month) Work Calendar.

Motion: Martinez Second: Lopez Vote: Unanimous

11.16 RESOLUTION NO. 16/17-3106 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2017-18
The Board approved Resolution No. 16/17-3106.

Motion: Martinez Second: Diaz Vote: Unanimous

11.17 RESOLUTION NO. 16/17-3107 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION
The Board approved Resolution No. 16/17-3107.

Motion: Martinez Second: Lopez Vote: Unanimous

11.18 RESOLUTION NO. 16/17-3108 AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES

The Board approved Resolution No. 16/17-3108.

Motion: Martinez Second: Lopez Vote: Unanimous

11.19 RESOLUTION NO. 16/17-3109 DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

The Board approved Resolution No. 16/17-3109.

Motion: Pallasigue Second: Martinez Vote: Unanimous

11.20 RESOLUTION NO. 16/17-3110 AUTHORIZING AGENT TO SIGN PAYMENT ORDERS

The Board approved Resolution No. 16/17-3110.

Motion: Martinez Second: Lopez Vote: Unanimous

11.21 RESOLUTION NO. 16/17-3111 AUTHORIZING REPLACEMENT OF WARRANTS

The Board approved Resolution No. 16/17-3111.

Motion: Martinez Second: Lopez Vote: Unanimous

11.22 FIRST READING OF DISTRICT DEBT MANAGEMENT POLICY – *-Deleted AND 2017 SCHOOL FACILITIES BRIDGE FUNDING PROGRAM*

The Board approved the First Reading of the Debt Management Policy.

Motion: Pallasigue Second: Martinez Vote: Unanimous

11.23 SCHOOL FACILITIES FUNDING NEEDS

The Board provided direction on how to proceed to explore funding for Beyer and other school needs.

Motion: Pallasigue Second: Diaz Vote: Unanimous

11.24 REVISED 2017 GOVERNING BOARD MEETING SCHEDULE

The Board approved the revised 2017 Governing Board Meeting Schedule to include an additional regular Board meeting on May 30, 2017. The Board meeting will be held at the Education Center at 5:00 p.m.

Motion: Martinez Second: Lopez Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Pulled Consent Calendar Items 12B.16, 12B.17, 12C.1, 12C.2, 12C.3, 12C.5 for discussion and to be voted on separately.

Motion: Martinez Second: Diaz Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 ASB CAMP FOR INCOMING 2017-18 STUDENTS – SAN YSIDRO MIDDLE SCHOOL

The Board approved the attendance and participation of students and Principal from the San Ysidro Middle School to the ASB Camp at Rancho Del Rey Middle School on June 6, 2017 at a cost not to exceed $800.00 from the ASB fund.

12A.2 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	U.S. Healthworks Appreciation Luncheon	Coronado	May 3, 2017	$0	No Cost
Drina Bedoya, Roberto Carrillo, Catalina Jauregui	Greater San Diego Reading Association 38th Annual Celebration	San Diego	May 6, 2017	$70.00	General Fund
Veronica Medina, Julio Fonseca, Kelli Hay, Manuela Colom	9th Annual Honoring Women in Prevention	San Diego	May 24, 2017	$110.00	General Fund
Eugenia Martinez, Linda Gonzales, Daniel Chavez	CalPERS Employer Education Workshop	San Diego	May 24, 2017	$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Paloma Perez	Biennial Childhood Obesity Conference	San Diego	May 30-June 2, 2017	$425.00	Cafeteria Fund
Norma Campos, Elva De Baca, Eliud Lagarda, Catalina Baltazar, Michael Direen, Marielena Delgadillo, Sylvia Mayer, Eriberto Garcia, David Alvarado, Claudio Zuazo, Cesar Mercado	Update to the Project Lead The Way Core Trainings	San Diego, Sacramento, San Jose	June 21-22, 2017 July 10-14, 2017 July 17-21, 2017 July 17-19, 2017 July 31-Aug. 2, 2017	$30,000.00	Title II Fund
Evelyn Guanco, Cynthia Vinarao, Annette Luna, Jannette Garcia, Shirley Kinney, Joel Garcia, Ana Magallanes, Alana Arciaga, Vanessa Murphy, Ivonne Loaiza, Michel Direen, Vanessa Murphy, Clarissa Marking, Alejandra Lopez	Kagan Structures for Cooperative Learning & Active Engagement Workshop	San Clemente	July 26-27, 2017	$9,000.00	Title II Fund

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of April 5, 2017 through May 3, 2017. (Report #10): ▪ General Fund: 0000001515-0000001524, 0000001526-0000001547, 0000001549-0000001552, 0000001554-0000001555, 0000001557-0000001564, 0000001566-0000001571,0000001573-0000001576, 0000001579-0000001584, 0000001586-0000001587, 0000001590-0000001599, 0000001601-0000001606 ▪ Child Development Fund: 0000001548, 0000001556, 0000001600 ▪ Child Nutrition Fund: 0000001553, 0000001572, 0000001585, 0000001588-0000001589 ▪ Building Fund: 0000001565.

12B.2 EXPENDITURE REPORT

The Board approved/ratified the expenditures incurred by the District during the period of April 5, 2017 through April 28, 2017. Listing sheets #1018 through #1033. Payments were made with checks #14-242772 through #14-252286 for a total expenditure of $1,422,896.79.

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at $3,294.70 to help support and enrich our educational programs.

12B.4 SCHOOL INNOVATIONS AND ADVOCACY INC. AGREEMENT FOR MANDATED BLOCK GRANT PROGRAM

The Board approved the agreement with School Innovations and Advocacy Inc. for Mandated Block Grant Program services at a cost of $48,900.00 for the 3-year agreement to be paid from the general fund offset by Mandate Revenue received.

12B.5 MEMORANDUM OF UNDERSTANDING WITH SAN YSIDRO HEALTH CENTER, INC. FOR VARIOUS HEALTH RELATED SERVICES

The Board approved/ratified the Memorandum of Understanding with the San Ysidro Health Center, Inc. for health services provided at no cost to the District.

12B.6 APPROVE THE PROPOSAL WITH JOSE LUQUIN FOR NEW DISTRICT LOGO DESIGN

The Board approved/ratified the proposal with Mr. Jose Luquin to re-design the logo for the San Ysidro School District at a cost of $2,500.00 from the general fund.

12B.7 AGREEMENT WITH SUMMIT CONSULTING INTERNATIONAL

The Board approved the agreement with Summit Consulting International to provide Schedule Analysis Services, Procurement Analysis Services and other project related services on all school building construction projects. Services will be provided on an "as needed" basis and paid from the general fund.

12B.8 AGREEMENT WITH IMAGINE LEARNING FOR SITE LICENSES

The Board approved the agreement with Imagine Learning for seven (7) Annual Imagine Learning & Literacy Site Licenses, seven (7) Imagine Math Facts Site Licenses, one (1) Imagine Math Site License and staff development training for 2017-18 school year. A credit of $322,742.50 from a previous purchase will be used to cover the cost of this agreement.

12B.9 AGREEMENT WITH ACHIEVE3000 FOR DIFFERENTIATED LITERACY - REVISED

The Board approved the revised agreement with Achieve3000 for a Differentiated Literacy Solution package to include Vista Del Mar and San Ysidro Middle Schools at no additional cost. Total agreement amount is $185,630.00 from Title I funds.

12B.10 AGREEMENT WITH PRINCIPAL'S EXCHANGE FOR COMMON CORE SUMMER INSTITUTE

The Board approved the agreement with Principal's Exchange to provide a Common Core Summer Institute from July 31, 2017 to August 9, 2017 at an estimated cost of $233,515.00 from Title II funds.

12B.11 MEMORANDUM OF UNDERSTANDING WITH WESTED FOR THE ADMINISTRATION OF THE CALIFORNIA HEALTHY KIDS SURVEY

The Board approved the Memorandum of Understanding with WestEd for the administration of the California Healthy Kids Survey for school year 2016-17 at no cost to the District.

12B.12 AGREEMENT WITH KATHRYN M. LERMA, MENTAL HEALTH SPECIALIST

The Board approve/ratified the agreement with Ms. Kathryn Lerma, Mental Health Specialist, for school year 2016-2017 at a cost not to exceed $5,000.00 from Educationally Related Mental Health Services funds.

12B.13 AGREEMENT WITH PARADIGM HEALTHCARE SERVICES

The Board approved the agreement with Paradigm Healthcare Services to provide health billing services and consultation. Cost implications will be paid from funds generated by the LEA Medi-Cal and MAA Billing.

12B.14 AGREEMENT WITH TEACH FOR AMERICA, INC.

The Board approved the agreement with Teach For America, Inc. for District Educational Professional Services at an annual, per teacher cost of $5,000.00 from the general fund.

12B.15 EXECUTION AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS)

The Board approved the Public Agency Retirement Services (PARS) Execution Agreement and other documentation for the implementation of the District's 2016-17 PARS 403(b) Supplementary Retirement Plan at an estimated total amount of $427,248.25 from the general fund.

12B.16 AGREEMENT WITH VMA COMMUNICATIONS 2017-18

The Board approved the agreement with VMA Communications for school year 2017-18 at a not to exceed amount of $114,000.00 from the supplemental and concentration funds.

Motion: Martinez Second: Pallasigue Vote: Unanimous

12B.17 AGREEMENT WITH PRINCIPAL'S EXCHANGE FOR 2017-18 TECHNICAL SUPPORT

The Board approved the agreement with Principal's Exchange for Technical Support during 2017-18 school year at a not to exceed amount of $265,420.00 from the Title I funds.

Member Diaz requested a presentation on how we've been using the TOSAs across the District for clarification.

Motion: Pallasigue Second: Diaz Vote: Unanimous

12B.18 COMMUNICATIONS EASEMENT AGREEMENT WITH ATC SEQUOIA LLC – AUTHORIZED REPRESENTATIVE

The Board approved/ratified and designate Jose Arturo Sanchez Macias, Deputy Superintendent as the authorized District's representative, "Nominee" and "Grantor", to sign and execute all agreements and documents necessary to finalize the Perpetual Communications Easement Agreement with ATC Sequoia LLC's for access and utility easement to the District's real property named South Dennery, CA, Site No. 414587. The anticipated revenue of this agreement will be $650,000.00 to be deposited in a special account for facilities.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

12C.1 Substitute Bus Driver: Diana Gonzales, effective June 1, 2017

Motion: Pallasigue Second: Martinez Vote: Unanimous

JOB DESCRIPTION

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

12C.2 Bus Driver

Motion: Martinez Second: Diaz Vote: Unanimous

12C.3 Personnel Technician

Motion: Martinez Second: Pallasigue Vote: Unanimous

LEAVE OF ABSENCE

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

12C.4 Custodian: Salvador Gonzalez, from April 28, 2017 – April 27, 2018

RECRUITMENT

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

12C.5 Bus Drivers

Motion: Martinez Second: Pallasigue Vote: Unanimous

RESIGNATION

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

12C.6 Custodian: Francisco Velazquez, effective April 19, 2017

RETIREMENT

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

12C.7 Administrative Confidential Secretary: Maria Corona, effective July 1, 2017

12C.8 Instructional Aide: Cecilia Spilker, effective June 30, 2017

12D. PERSONNEL – CERTIFICATED

RECRUITMENT

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

12D.1 Coordinator, English Learner Services

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

13. ADJOURNMENT Time: 9:57 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: EMPLOYEE ATTENDANCE INCENTIVE

BACKGROUND INFORMATION:
Per The San Ysidro Education Association Collective Bargaining Agreement Article 8.A.7, unit members who have perfect attendance at the end of the fiscal year will receive a bonus of five hundred dollars ($500). There are 10 employees who have perfect attendance.

RECOMMENDATION:
Approve the attendance incentive for the 10 employees listed on the attached sheet.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$5,000	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro Education Association Employee Attendance Incentive 2016-2017

The following employees will be compensated for perfect attendance in the July paycheck $500.00:

1. Direen, Michael
2. Fahme, Alma
3. Garcia, Oscar
4. Martinez-Rivera, Carmen
5. Mayer, Sylvia
6. Mena, Gloria
7. Pitts, William
8. Scarlett, Jeffrey
9. Scarlett, Nikole
10. Vongsavath, Mayura

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SECOND READING OF REVISED BOARD POLICY AND ADMINISTRATIVE REGULATION 5132 (A-B) DRESS AND GROOMING

BACKGROUND INFORMATION:
There is a need to revise the current Board Policy (BP) and Administrative Regulations (AR) 5132 (a-b) in order to update them with current State and Federal requirements, regulations and legislation.

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate.

First reading of this Board Policy (BP) and Administrative Regulations (AR) 5132 (a-b) took place on May 11, 2017. As recommended by the Board, we conducted a survey to get feedback from our parents and community members. The results of this survey indicated that 69% of the parents who took the survey want to continue sending their children to school in uniform.

RECOMMENDATION:
Approve the second reading and adoption of the revised Board Policy and Administrative Regulation 5132 (a-b) Dress and Grooming.

☐ **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:

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

Students

DRESS AND GROOMING

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22 - Dress and Grooming)
(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5136 - Gangs)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE
35183 School dress codes; uniforms
35294.1 School safety plans
48907 Student exercise of free expression
49066 Grades; effect of physical education class apparel
CODE OF REGULATIONS, TITLE 5
302 Pupils to be neat and clean on entering school
Hartzell v. Connell, (1984) 35 Cal. 3d 899
Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Marvin H. Jeglin et al v. San Jacinto Unified School District et al, 827 F.Supp. 1459 (C.D. Cal. 1993)

Students

DRESS AND GROOMING

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)
(cf. 5145.2 - Freedom of Speech/Expression)

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

(cf. 5144 - Discipline)

Uniforms

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

Legal Reference:
EDUCATION CODE
32281 School safety plans
35183 School dress codes; uniforms
35183.5 Sun-protective clothing
48907 Student exercise of free expression
49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5
302 Pupils to be neat and clean on entering school
COURT DECISIONS
Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993) 827 F.Supp. 1459
Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251
Hartzell v. Connell (1984) 35 Cal. 3d 899

(3/92 10/94) 10/96

Students

DRESS AND GROOMING

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with district policy and regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

The following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.

2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.

3. Hats, caps and other head coverings shall not be worn indoors.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

5. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

The principal, staff, students and parent/legal guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

DRESS AND GROOMING (continued)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each trimester and updated whenever related information is received.

Students

DRESS AND GROOMING

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, Governing Board policy and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

In addition, the following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.

2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.

3. Hats, caps and other head coverings shall not be worn indoors.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

5. Gym shorts may not be worn in classes other than physical education.

6. Hair shall be clean and neatly groomed.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

(cf. 3260 - Fees and Charges)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

DRESS AND GROOMING (continued)

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

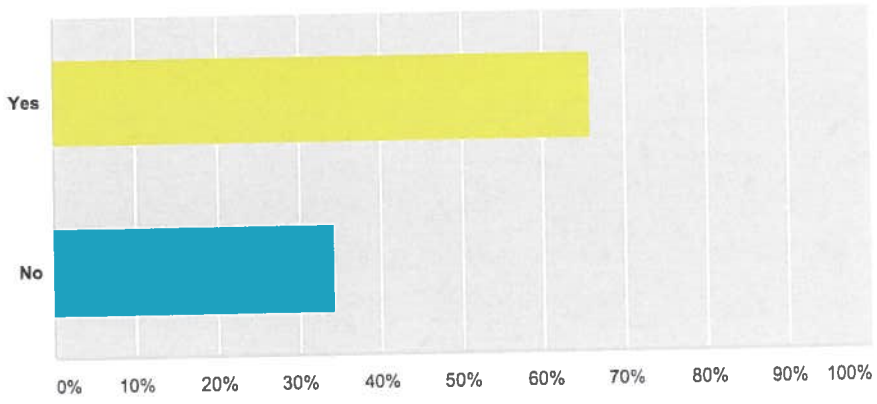
The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

(10/94 10/96) 11/01

Q1 Would you like to continue sending your child to school in a uniform?

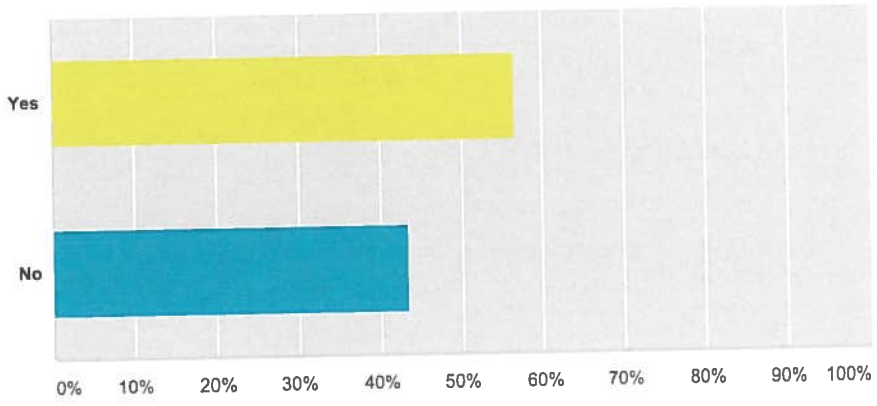
Answered: 606 Skipped: 0



Answer Choices	Responses	incl. Spanish	
Yes	65.84%	69%	399
No	34.16%	31%	207
Total			606

Q2 Would you like to see changes in the color combination of the uniforms?

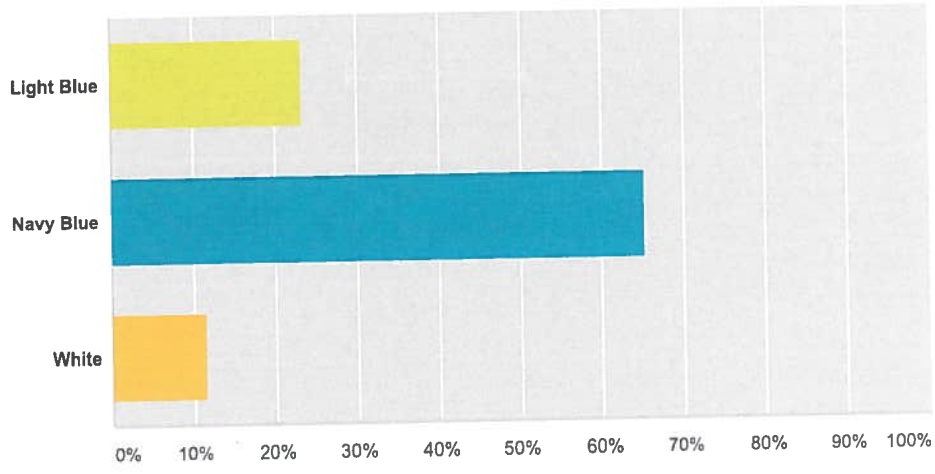
Answered: 400 Skipped: 206



Answer Choices	Responses		
Yes	56.50%	55%	226
No	43.50%	45%	174
Total			400

Q3 Which color combination would you prefer?Tops (Blouse or Shirt) - Please choose one.

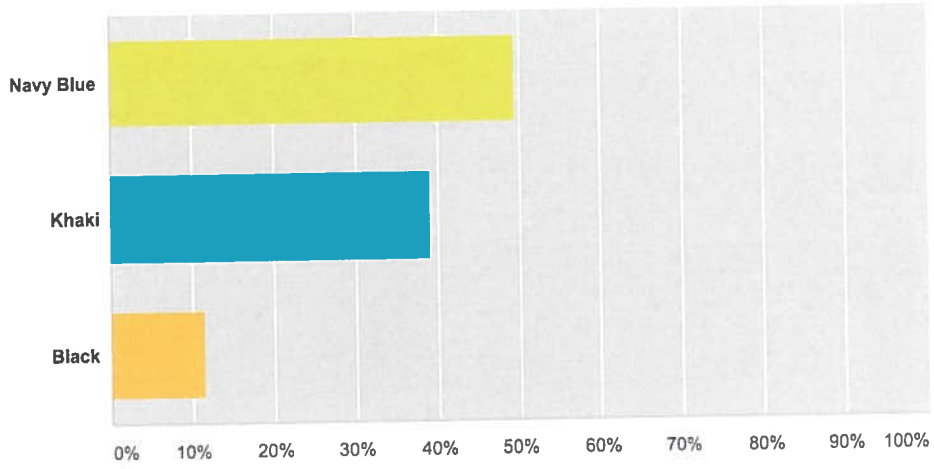
Answered: 227 Skipped: 379



Answer Choices	Responses	incluc. Spanish	
Light Blue	23.35%	26 Do	53
Navy Blue	65.20%	64 Do	148
White	11.45%	10 Do	26
Total			227

Q4 Bottoms (Skirt or Pants) - Please choose one.

Answered: 226 Skipped: 380



Answer Choices	Responses		
Navy Blue	49.56%	incluc. Spanish 44%	112
Khaki	38.94%	32%	88
Black	11.50%	10 %	26
Total			226

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: FIRST READING OF ADMINISTRATIVE REGULATION 3543 TRANSPORTATION SAFETY AND EMERGENCIES

BACKGROUND INFORMATION:
The District and Governing Board recognizes that the safety of students and staff is a priority. The Transportation Department and bus drivers' primary responsibility is to safely transport students to and from school and/or school activities. It is of utmost importance that the District keeps its Board Policies and Administrative Regulations current.

Due to unfortunate and recent events surrounding the safety of children being transported, SB 1072 (Ch. 721, Statutes of 2016) amended Education Code 39831.3 to require that the transportation plan include additional procedures than those already established in the Business and Noninstructional Operations Administrative Regulation 3543 - Transportation Safety and Emergencies as indicated below:

- Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or youth bus; and
- Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus.

RECOMMENDATION:
Approve the first reading of a 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.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus or, if no defect or deficiency was discovered or reported, shall so indicate. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus manufactured on or after July 1, 2005 which is designed for carrying more than 16 passengers and the driver

2. Is a Type 2 school bus or student activity bus manufactured on or after July 1, 2004 which meets one of the following criteria:

a. Is designed for carrying 16 or fewer passengers and the driver

b. Has a manufacturer's vehicle weight rating of 10,000 pounds or less and is designed for carrying not more than 20 passengers and the driver

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher located in the driver's compartment which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures

for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determining if students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112

2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops

3. Boarding and exiting a school bus at a school or other trip destination

4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or youth bus

Such procedures shall include, on or before the beginning of the 2018-19 school year, the installation of a child safety alert system at the interior rear of each bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting. A student activity bus may be exempt from this requirement under the conditions specified in Vehicle Code 28160.

5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Parental Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home

2. General rules of conduct at school bus loading zones

3. Red light crossing instructions

4. A description of the school bus danger zone

5. Instructions for safely walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.

2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:

a. Proper loading and unloading procedures, including escorting by the driver

b. How to safely cross the street, highway, or private road

c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use

d. Proper passenger conduct

e. Bus evacuation procedures

f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

a. District name

b. School name and location

c. Date of instruction

d. Names of supervising adults

e. Number of students participating

f. Grade levels of students

g. Subjects covered in instruction

h. Amount of time taken for instruction

i. Bus driver's name

j. Bus number

k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.
(cf. 3580 - District Records)

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

Legal Reference:
EDUCATION CODE
39830-39843 Transportation, school buses
39860 Contract for transportation; requirement that student not be left unattended
51202 Instruction in personal and public health and safety

PENAL CODE
241.3 Assault against school bus driver
243.3 Battery against school bus driver
VEHICLE CODE
415 Definition of motor vehicle
545-546 Definition of school bus and student activity bus
22112 Loading and unloading passengers
23123.5 Use of wireless telephone or communications device while driving; exceptions
23125 Use of wireless telephone prohibited while driving school bus
27316-27316.5 Passenger restraint systems
28160 Child safety alert system
34500 California Highway Patrol responsibility to regulate safe operation of school buses
34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses
34501.6 School buses; reduced visibility
34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations
CODE OF REGULATIONS, TITLE 5
14100-14105 School buses and student activity buses

CODE OF REGULATIONS, TITLE 13
1200-1293 Motor carrier safety
2480 Airborne toxic control measure; limitation on bus idling
CODE OF REGULATIONS, TITLE 19
574-575.3 Inspection and maintenance of fire extinguishers
CODE OF FEDERAL REGULATIONS, TITLE 49
571.1-571.500 Motor vehicle standards, including school buses

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Passenger Restraints Frequently Asked Questions
WEB SITES
California Association of School Business Officials: http://www.casbo.org
American School Bus Council: http://www.americanschoolbuscouncil.org
California Association of School Transportation Officials: http://www.castoways.org
California Department of Education, Office of School Transportation: http://www.cde.ca.gov/ls/tn
California Highway Patrol: http://www.chp.ca.gov
National Transportation Safety Board: http://www.ntsb.gov
U.S. Department of Transportation, National Highway Traffic Safety Administration: http://www.nhtsa.dot.gov

(11/08 11/12) 12/16

Policy Adopted: 11-12-15
Revised:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: FIRST READING OF BOARD POLICY 3541.2
TRANSPORTATION FOR STUDENTS WITH DISABILITIES

BACKGROUND INFORMATION:
The District and Governing Board recognize that the safety of students and staff is a priority. The Transportation Department and bus drivers' primary responsibility is to safely transport students to and from school and/or school activities. It is of utmost importance that the District keeps its Board Policies and Administrative Regulations current at all times.

The District desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The District shall provide appropriate transportation services for a student with disabilities when the District is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

RECOMMENDATION:
Approve first reading of Business and Noninstructional Operations Board Policy 3541.2 - Transportation for Students with Disabilities.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

The Governing Board desires to meet the transportation needs of students with disabilities to enable them to benefit from special education and related services. The district shall provide appropriate transportation services for a student with disabilities when the district is the student's district of residence and the transportation services are required by his/her individualized education program (IEP) or Section 504 accommodation plan.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 3540 - Transportation)
(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

The Superintendent or designee shall provide IEP teams with information about district transportation services in order to assist them in making decisions as to the mode, schedule, and location of transportation services that may be available to each student with disabilities. The IEP team may communicate with district transportation staff and/or invite transportation staff to attend IEP team meetings where the student's transportation needs will be discussed.

Transportation services specified in a student's IEP or Section 504 plan shall be provided at no cost to the student or his/her parent/guardian.

(cf. 3250 - Transportation Fees)

If a student whose IEP or accommodation plan specifies transportation needs is excluded from school bus transportation for any reason, such as suspension, expulsion, or other reason, the district shall provide alternative transportation at no cost to the student or parent/guardian. (Education Code 48915.5)

(cf. 5131.1 - Bus Conduct)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Superintendent or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP. (Education Code 56366)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3541 - Transportation Routes and Services)

The Superintendent or designee shall ensure that any mobile seating devices used on district buses are compatible with bus securement systems required by 49 CFR 571.222. (Education Code 56195.8)

(cf. 3542 - School Bus Drivers)

As necessary, a student with disabilities may be accompanied on school transportation by a service animal, as defined in 28 CFR 35.104, including a specially trained guide dog, signal dog, or service dog. (Education Code 39839; Civil Code 54.1-54.2; 28 CFR 35.136)

(cf. 6163.2 - Animals at School)

When transportation is not specifically required by the IEP or Section 504 plan of a student with disabilities, the student shall be subject to the rules and policies regarding regular transportation offerings within the district.

Legal Reference:
EDUCATION CODE
39807.5 Payment of transportation cost
39839 Guide dogs, signal dogs, and service dogs on bus
41850-41854 Allowances for transportation
48300-48315 Alternative interdistrict attendance program
48915.5 Expulsion of students with exceptional needs

56040 No cost for special education and related services
56195.8 Adoption of policies
56327 Assessment for special education and related services
56345 Individualized education program
56365-56366.1 Nonpublic nonsectarian schools or agencies
CIVIL CODE
54.1-54.2 Service animals
CODE OF REGULATIONS, TITLE 5
15243 Physically handicapped minors
15271 Exclusion from report
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973

CODE OF FEDERAL REGULATIONS, TITLE 28
35.104 Definitions
35.136 Service animals
CODE OF FEDERAL REGULATIONS, TITLE 34
104.4 Equal opportunity under the Rehabilitation Act of 1973, Section 504
300.1-300.818 Individuals with Disabilities Education Act, especially:
300.34 Transportation defined as related service
CODE OF FEDERAL REGULATIONS, TITLE 49
571.222 Federal requirements for bus securement systems

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Special Education Transportation Guidelines
Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, 2009
Questions and Answers on Serving Children with Disabilities Eligible for Transportation, 2009
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education: http://www.ed.gov

(2/95 10/97) 5/16

Policy Adopted: 11-12-15
Revised:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3601

BACKGROUND INFORMATION:
Special Tax Rates (Mello-Roos) levied in Community Facilities District (CFD) No. 1, No. 2, and No. 3 are established pursuant to the Rates and Method calculations developed at inception of the CFDs. These tax rates are adjusted each year and rates for development and underdeveloped land are established.

The new rates for 2017-18 are stipulated in the attached resolution. Special Tax Roll for CFD No. 1, No. 2 and No. 3 are available for review in the Business Services Office.

RECOMMENDATION:
Adopt 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.

REPORTS _ UNDER SEPARATE COVER

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

N/A	CFD Tax Assessments to Payoff COPs	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

RESOLUTION No. 17/18-3601

RESOLUTION OF THE GOVERNING BOARD ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3

On motion of Member _____, seconded by Member _____ , the following Resolution is adopted:

WHEREAS, the GOVERNING BOARD of the SAN YSIDRO SCHOOL DISTRICT, CALIFORNIA, (hereinafter referred to as the "legislative body"), has initiated proceedings, held public hearing, conducted elections and received favorable votes for the qualified electors relating to the levy of special taxes in a community facility district, as authorized pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California. The Community Facilities Districts are known and designated as follows:

COMMUNITY FACILITIES DISTRICT NO. 1
COMMUNITY FACILITIES DISTRICT NO. 2
COMMUNITY FACILITIES DISTRICT NO. 3

(hereinafter referred to as the "CFD No. 1," "CFD No. 2," and "CFD No. 3", collectively "Districts"); and,

WHEREAS, the legislative body, by Ordinances adopted for the Districts as authorized by Section 53340 of the Government Code of the State of California, has authorized the levy of special taxes to pay for costs and expenses related to each such District, and this legislative body is desirous to establish the rate of the special taxes to be collected within CFD No. 1, CFD, No. 2, and CFD No. 3 for the next fiscal year.

BE IT RESOLVED:

Section I. That the above recitals are all true and correct.

Section 2. That the specific rates and amounts of the special taxes to be collected to pay for the costs and expenses for the next fiscal year (2017-2018) for the referenced Districts are hereby determined and established as set forth in the attached, referenced and incorporated Exhibit "A".

Section 3. That the rates as set forth above do not exceed the amounts as previously authorized by the Ordinances of this legislative body, and are not in excess of that as previously approved by the qualified electors of the Districts.

Section 4. That the proceeds of the special taxes shall be used to pay, in whole or in part, the costs of the following as they pertain to the Districts, in the following order of priority:

A. Payment of principal and interest on any outstanding authorized bonded indebtedness.

B. Necessary replenishment of bond reserve funds or other reserve funds,

C. Payment of costs and expenses of authorized public facilities and public services, as applicable;

D. Repayment of advances and loans, if appropriate.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedures and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special taxes.

Section 6. All monies above collected shall be paid into the respective District funds, including any bond fund and reserve fund.

Section 7. A listing of all parcels subject to the special taxes, together with the applicable tax to be levied for the next year, shall be filed with the County Auditor on or before the 10th day of August of this year. It is hereby further directed that a certified copy of this Resolution also be filed with the County Auditor on or before the 10th day of August of this year.

Section 8. The Auditor of the County if hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special taxes.

Section 9. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13th day of July, 2017 by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Rosaleah Pallasigue, President of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution No. 17/18-3601 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

_____
Rosaleah Pallasigue
President of the Governing Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 17/18-3101

BACKGROUND INFORMATION:
After further review of the Solar Project that is being constructed by Manzana Energy next to the District Office, Administration is seeking authorization from the Governing Board to proceed with safety requirements that are necessary in order for Manzana Energy to proceed with the installation of new ground mounted photovoltaic panels at 4350 Otay Mesa Road, San Ysidro. It is important that this area be kept properly secured and fenced so that only authorized staff have access. A copy of the executed Resolution will be submitted to the Department of State Architects (DSA) to ensure that proper notification and authorizations are in place.

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

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

TBD	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:

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

San Ysidro School District

RESOLUTION NO. 17/18-3101

RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT ON THE NEW GROUND MOUNTED PHOTOVOLTAIC PANEL PROJECT AT 4350 OTAY MESA ROAD, SAN YSIDRO, CA

WHEREAS, concerning the construction of a ground mounted photovoltaic panel installation at 4350 Otay Mesa Road, San Diego, shall not be used for instructional purposes, and that no pupils or teachers or the public will be permitted to use or enter the said panel fenced enclosure for said purposes or be subject to a hazard resulting from its collapse.

NOW, THEREFORE, IT IS RESOLVED: The Governing Board of San Ysidro School District directs the Administration as follows:

1) Plans must be prepared by a California licensed Architect or Engineer;

2) The school board assumes responsibility for adequate inspection of the materials and work of construction to ensure compliance with the provisions of Parts 2, 3, 4, 5, 6, 7, 11, and 12, Title 24, C.C.R., as adopted by the California Building Standards Commission;

3) The photovoltaic panels shall be ground mounted, less than or equal to 8 feet maximum in height, entirely fenced from student and public use, not associated with public viewing areas, not located in required side yards, do not encroach into fire access lanes, and provide signage stating "Not open to the Public – Maintenance personnel only";

4) To provide a fence such that the project is entirely fenced off from the rest of the campus and the fence is located at a distance from the equipment equal to or greater than the maximum height of the equipment. The maximum height shall be measured from the finish grade or surface at the equipment to the top of the equipment at its highest point. A fire access gate with a lock that is capable of being cut away during emergency operations or a security lock such as "Knox Lock" shall be provided which meets the requirements of the local fire authority having jurisdiction. A 10-foot clearance from all vegetation on all sides of the photovoltaic system shall be provided.

5) To provide a disconnect location which is identified and accessible for fire department fire-fighting operations. Architect/Engineer of record to coordinate with local utility provider for requirements regarding connection to service.

That the Governing Board of the San Ysidro School District hereby adopts the resolution; and directs District staff to forward a copy of the adopted and signed resolution to DSA.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District, County of San Diego, State of California, this 13th day of July, 2017 by the following vote:

Ayes:___ Noes:___ Absent:___

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, Rosaleah Pallasigue, President of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of Resolution No. 17/18-3101 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution is on file in the office of said Board.

_____
Rosaleah Pallasigue
President of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Child Nutrition Department
Paloma Perez, Assistant Director

AGENDA ITEM: MURAL AT VISTA DEL MAR CAFETERIA

BACKGROUND INFORMATION:
The Smarter Lunchrooms Movement is dedicated to providing schools with the knowledge, motivation, and resources needed to build a lunchroom environment that makes healthy food choices the easy choice. The Movement brings evidence from the fields of economics, marketing, and psychology into the school cafeteria.

On May 30, 2017, the Governing Board approved the agreement with Anna Guillotte of Lumiere Murals, to design and paint a mural at the Vista Del Mar cafeteria. A site mural will create a more inviting space and attractive cafeteria atmosphere, leading to higher student participation, more satisfied students, and increased consumption of important nutrient-rich foods.

RECOMMENDATION:
First reading/review of the design for the mural to be painted at the Vista Del Mar School cafeteria.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

Vista Del Mar School

~ Cafeteria Mural ~

CURRICULUM

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MATH ADOPTION – REVISION

BACKGROUND INFORMATION:
The Mathematics Adoption is a critical step in the implementation of the *California Common Core State Standards (CCSS) for Mathematics* and helps ensure that California students emerge from school prepared for college and twenty-first century careers.

The District followed the adoption process in order to comply with the requirements of the California CCSS for Mathematics. A committee of lead teachers from grades Kindergarten through 8th from all of our schools reviewed math materials. Based on their review and discussion, different programs were piloted. The teachers met to discuss the strengths and weaknesses of each program based on their experiences and the new standards. The committee recommends *My Math Program* for grades Kindergarten – 5th grade and *SpringBoard* for grades 6th – 8th, as the best fit for the students in the District. Implementation will begin in the 2017-18 school year.

The Mathematics Adoption was previously Board approved on April 13, 2017. Further review of the quantities were incorrect and did not include Special Education. Therefore, the estimated costs for materials increased from $490,000.00 to $779,895.50.

RECOMMENDATION:
Approve the new estimated cost for the Mathematics Adoption materials in the amount of $779,895.50 from the lottery fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

Estimated Cost		
$779,895.50	Lottery Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

12A.1
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Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: 3RD ANNUAL FAMILIES FIRST RESOURCE FAIR

BACKGROUND INFORMATION:
The San Ysidro School District will be hosting the 3rd Annual Families First Resource Fair on August 19, 2017, from 11:00 am to 3:00 pm.

The objective of the resource fair is to provide families with resources, such as job assistance programs, housing, food, county benefits and other valuable information. We will also be giving away backpacks filled with school supplies to all children registered within the District.

Representatives from community agencies will be asked to spend time interacting with our families by answering questions and distributing literature.

Cost implications include the rent of tables and chairs, food and beverages from the Nutrition Department, maintenance and custodial assistance during and after this event.

RECOMMENDATION:
Approve 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.

☐ **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 $3,000.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

12A.2
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SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 2017 VEBA BENEFITS SEMINARS

BACKGROUND INFORMATION:
Each year, VEBA's hosts meetings and invites district representatives to join in. The 2017 VEBA meetings and seminars will explain coverages, prescriptions, and final rates for 2018. Participants will receive training on using their portal for open enrollment and will highlight open enrollment resources available.

It is important that District staff is kept informed of upcoming changes in insurance information that may affect District employees' benefits. Scheduled meetings and seminars are held in San Diego, CA and are at no cost to the District:

- 2017 VEBA Advisory Council Meeting – August 24, 2017
- Benefit Administrator Training – September 15, 2017

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: MINDFULNESS-BASED INTERVENTIONS TO REWIRE THE BRAIN SEMINAR

BACKGROUND INFORMATION:
This Mindfulness-Based Interventions to Rewire the Brain Seminar will connect the dots between the actual practices of mindfulness and the direct impact on the brain and daily functioning. Through active exposure to targeted mindfulness-based tools as well as live demonstrations, participants will leave with practical methods that can be used to help manage anxiety, depression, ADHD, chronic pain, OCD and personality disorders.

This seminar will go beyond traditional meditation practices to include mind-body strategies that intersect with other therapeutic approaches, such as biofeedback, mindfulness-in-motion, and nature-based strategies. Learn how and why certain mindfulness techniques are more effective than others at addressing symptoms of mood, anxiety, attention and "disorders of the self."

Participants will also leave with an expanded mindfulness-based toolbox to share with their students and with strategies to help them begin or sustain their own personal mindfulness practice and the ability to synthesize and prioritize these tools to enhance their effectiveness. Seminar will take place at the Crowne Plaza in San Diego on July 21, 2017 at the cost of $199.99 per participant.

RECOMMENDATION:
Approve the participation of the following staff from the Special Education Department: Janette Ridgels, Rick Quintana, Denise Villezcas and Martha Murillo at the Mindfulness-Based Interventions to Rewire the Brain Seminar to be held at the Crowne Plaza in San Diego on July 21, 2017, at a total cost of $799.96 from the Educationally Related Mental Health Services fund.

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

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

$799.96	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: NON-VIOLENT CRISIS PREVENTION INTERVENTION FLEX RENEWAL PROGRAM

BACKGROUND INFORMATION:
Non-violent Crisis Prevention Intervention (CPI) is an international training organization committed to best practices and safe behavior management methods that focus on prevention. Through a variety of specialized offerings and innovative resources, CPI educates and empowers professionals to create safe and respectful work environments. This enables professionals to enrich not only their own lives, but also the lives of the individuals they serve.

San Ysidro School District has a certified CPI instructor who requires renewal every two years. This year, Mr. Oscar Madera, Special Education Program Specialist, a certified CPI instructor, will be participating in a two-day Non-Violent Crisis Prevention Intervention Flex Renewal Program to be able to continue providing non-violent crisis prevention intervention lessons and techniques to San Ysidro School District staff to ensure safe and respectful work environments.

Cost implications: $795.00 registration fee per participant

RECOMMENDATION:
Approve the participation of Mr. Oscar Madera, Program Specialist, in a two-day non-violent Crisis Prevention Intervention Flex Renewal Program scheduled for August 17 and 18, 2017 at the North Coastal Consortium for Special Education in San Marcos at a total cost of $795.00 from the Special Education fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$795.00	Special Education	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: UPDATE TO PROFESSIONAL DEVELOPMENT FOR TEACHERS

BACKGROUND INFORMATION:
Educational Services Department will provide different Professional Development opportunities during the summer of 2017. These trainings are designed to better prepare our classroom teachers in different content areas.

The different Professional Development sessions were Board approved on June 8, 2017 including:

- Summer Institute – for teachers in grades K-8th with a focus on English Language Development
- Mathematics Revision Committee – One teacher from each grade level (K-6th) per school
- Kagan Workshop – 14 teachers from Sunset Elementary
- Project Lead The Way trainings – Launch Program for K-6 grade and Gateway for 7 & 8 grade
- Summer Institute for Dual Language Teachers - Grades K – 6th

The number of days for the Summer Institute for Dual Language Teachers has been increased to five, from August 7 to 11, 2017, with sessions in the morning and afternoon. The rate of pay will be $200.00 per session. These trainings are optional and teachers will be compensated for their participation.

RECOMMENDATION:
Approve the update to the Professional Developments that reflects the changes made to the Summer Institute for Dual Language Teachers to be held on August 7-11, 2017. Teacher compensation will be from the Title II fund.

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

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

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

Superintendent's Office Certification:

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

San Ysidro School District
Dual Language Teachers 2017-18

NAME	GRADE	SITE
Whitney Wright	K	Ocean View Hills
Martha Sanchez	1	Ocean View Hills
Cecilia Villanueva	2	Ocean View Hills
Bertha Franco Lopez	2	Ocean View Hills
Saul Gonzalez	3	Ocean View Hills
Marta Vazquez	3	Ocean View Hills
Guillermo Arcadia	4	Ocean View Hills
Helen Godoy	4	Ocean View Hills
Maria Dias	5	Ocean View Hills
Melissa Estrada	5	Ocean View Hills
Sylvia Stupegia	6	Ocean View Hills
Xochitl Caracoza	K	SMYTHE
Zenaida Rosario	K	SMYTHE
Maggy Portillo	1	SMYTHE
Sandra Garcia	1	SMYTHE
Blanca Castillo	2	SMYTHE
Daniel Valarezo	3	SMYTHE
Erika Valarezo	3	SMYTHE
Blanca Morquecho	4	SMYTHE
Jasmine Vega	4	SMYTHE
Cindy Barron	5	SMYTHE
Norma Campos	2	SMYTHE
Sylvia Mayer		Instructional Lead
Gloria Mena		Instructional Lead
Patricia Burch		Instructional Lead
Adriana Aguilar		Instructional Lead
Cynthia Gonzalez		Instructional Lead
Ana V. Trattner		Instructional Lead
Juan Molina		Instructional Lead
Nicole Preston		Instructional Lead

NAME	GRADE	SITE
Annette Luna	K	SUNSET
Shirley Kinney	K	SUNSET
Emilia Villanueva	1	SUNSET
Sylvia Cervantes	1	SUNSET
Ana Magallanes	2	SUNSET
Patricia Sortdesanz	2	SUNSET
Leticia Lemos	3	SUNSET
Elva DeBaca	3	SUNSET
Joel Garcia	4	SUNSET
Vanessa Murphy	4	SUNSET
Ivonne Loaiza	5	SUNSET
Veronica Hernandez	5	SUNSET
Alejandra Lopez	6	SUNSET
Martin Galante	K	WILLOW
Cynthia Arredondo	K	WILLOW
Marisa Dorado	1	WILLOW
Ana Hamama Casillas	1	WILLOW
Gabriela Reyes	2	WILLOW
Maria T. Rodriguez	2	WILLOW
Alejandra Rodriguez	3	WILLOW
Maria Carriedo	3	WILLOW
Juana Marin	4	WILLOW
Kathy Ordaz	4	WILLOW
Carmen Luna	5	WILLOW
Cynthia Mosqueda	6	WILLOW
Iliana Cornejo	6	WILLOW
Kimberly Karpel		WILLOW
Brenda Huerta		WILLOW

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: ACSA CURRICULUM AND INSTRUCTION LEADERS ACADEMY

BACKGROUND INFORMATION:
The ACSA Curriculum and Instructional Leaders Academy introduces participants to a variety of strategies for developing effective instructional practices based on current student learning and assessment theories. This academy enables new or aspiring curriculum and instructional leaders to experience and begin to develop fundamental skills needed to address standard-based reforms, including assessment, curriculum, monitoring and evaluation of instructional programs for their schools and districts within the context of local control accountability planning and the Local Control Funding Formula (LCFF).

The academy consists of eight weekend sessions that will be at the Orange County Department of Education in Costa Mesa on the following dates:
2017: September 15-16, October 13-14 and December 1-2
2018: January 19-20, February 2-3, March 2-3, April 6-7 and May 4-5

Cost implications include registration fees, mileage and lodging.

RECOMMENDATION:
Approve the attendance and participation of Manuela Colom to the ACSA Curriculum and Instruction Leaders Academy to be held in Costa Mesa on eight different dates throughout the 2017-18 school year at a cost not to exceed $5,000.00 from Title II fund.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$5,000.00 (Amount)	Title II Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

[signature]

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: EDUPOINT NATIONAL USERS CONFERENCE

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

The Conference features:

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

Cost implications include: Early Bird registratation fees, lodging, parking, mileage and meals.

RECOMMENDATION:
Approve the attendance and participation of 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 Elizabeth Originales to the Edupoint National Users Conference in Anaheim on Novermber 2 & 3, 2017 at a cost not to exceed $12,000.00 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	
$12,000.00 (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:

12A.4
Page 6 of 11

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: DIALECTICAL BEHAVIOR THERAPY CONFERENCE

BACKGROUND INFORMATION:
Dialectical Behavior Therapy (DBT) is an empirically validated approach for working with mental health, chemical dependency, and complex co-morbidity. It is a two-day conference designed to empower students to establish mindfulness, distress tolerance, emotional regulation, and interpersonal effectiveness. DBT will assist participants in treating students with emotional problems, suicidal, self-harm, and self-sabotaging urges and behaviors, and challenging interpersonal styles.

Registration fee is $389.99 per participant.

RECOMMENDATION:
Approve the attendance and participation of Oscar Madera, Program Specialist, Psychologists Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman and Miguel Aguilera, and School Counselors Lupita Garcia, Sylvia Armenta, and Dalia Gonzalez Garcia at the Dialectical Behavior Therapy Conference to be held at the Hilton Hotel in San Diego on September 13-14, 2017 at a total cost of $3,509.91 from the Educationally Related Mental Health Services fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$3,509.91	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SELF AND MATCH INTRODUCTORY TRAINING

BACKGROUND INFORMATION:
This interactive and hands-on workshop will provide an excellent opportunity for individuals to learn a well-defined, systematic self-monitoring intervention and motivational system. This workshop will explore peer-reviewed research that supports the implementation of self-monitoring systems for students of various ages and developmental levels. A discussion of self-monitoring procedures incorporating a "match" component will be presented, with specific focus on "Self & Match," a user-friendly, easy to implement and empirically-supported system.

In this workshop participants will strengthen their knowledge of necessary considerations prior to implementing any self-monitoring or motivational system. The "Self & Match" system has been used internationally to support individuals with emotional behavior disorders, autism, learning disabilities, and unidentified students in general education. Participants attending this workshop will leave with a comprehensive tool in hand to implement immediately.

RECOMMENDATION:
Approve the attendance and participation of Psychologists Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman and Miguel Aguilera to the Self and Match Introductory Training scheduled for October 10, 2017 at the North Coastal Consortium for Special Education, in San Marcos at a cost not to exceed $300.00 from the Educationally Related Mental Health Services fund (ERMHS).

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$300.00	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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: BOARD GOVERNANCE WORKSHOP

BACKGROUND INFORMATION:
Conducting the District's business in public can be convoluted and sensitive. It requires District staff to strictly adhere to ever-changing laws that impact meetings, communications, timelines and use of technology. Lozano Smith offers a governance workshop that focuses on practical tips for all District members involved in the execution of Board meetings. Topics include: Brown Act, Public Records Act, E-communication, open government, ethics and board service.

RECOMMENDATION:
Approve the participation of Monica Yrineo, Patricia Caro and Miguel Ortega to attend the Board Governance Workshop to be held on August 1, 2017 in Escondido, CA at a cost of $450.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$450.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: CALIFORNIA EMPLOYERS' RETIREE BENEFIT TRUST (CERBT) WORKSHOP

BACKGROUND INFORMATION:
The California Employers' Retiree Benefit Trust (CERBT) fund is open to all California government employers. The CERBT's Other Post-Employment Benefit (OPEB) services include investment management, Governmental Accounting Standards Board (GASB) compliant financial reporting and support. Participants will learn the benefits of prefunding employer OPEB liabilities and the advantages of prefunding with the CERBT in addition to other important topics.

RECOMMENDATION:
Approve the participation of Laura Caballero, Linda Gonzales, Daniel Chavez and Business Services staff (tbd) to attend the CalPERS California Employers' Retiree Benefit Trust Workshop to be held on August 17, 2017 in San Diego, CA at no cost to the District.

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

Financial Implications?	Are funds for this item available in the 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:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: COMMUNITY SCHOOLS FUNDAMENTALS CONFERENCE

BACKGROUND INFORMATION:
The Children's Aid Society's (CAS) National Center for Community Schools will be hosting the Community Schools Fundamentals Conference in New York City. The Fundamentals Conference will share CAS's lessons learned from over 20 years of implementation and capacity building across the country and beyond. In addition to conducting a study visit to a mature CAS community school, participants will learn about the foundations and the "nuts and bolts" of the strategy, including: ▪ The CAS Developmental Triangle, ▪ Principles of Effective Partnerships ▪ The Four Capacities: Comprehensiveness, Collaboration, Coherence, and Commitment, and ▪ The Stages of Development in a Community School.

Cost implications include: airfare, lodging, meals, transportation, and conference registration for two participants.

RECOMMENDATION:
Approve the participation of Dr. Julio Fonseca, Superintendent and Omar Calleros, Coordinator of Full Service Community Schools to attend the Community Schools Fundamentals Conference in New York City on October 18-20, 2017 at an estimated cost of $5,000.00 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 $5,000.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PURCHASING REPORT

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

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period of 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
6/2/2017	0000001841	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	753.17
6/2/2017	0000001842	002622	COOPERATIVE ORGANIZATION FOR	DUES & MEMBERSHIPS	0100	0000000	2,050.00
6/5/2017	0000001844	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010004	4,000.00
6/5/2017	0000001844	0000000267	MANO A MANO FOUNDATION	PROFESSIONAL SERVICES	0100	3010004	4,000.00
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	350.19
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	161.63
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1,820.98
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	350.19
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1,820.98
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	161.63
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	350.19
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	350.19
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	2,241.20
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	193.95
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	350.19
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	350.19
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	1,891.01
6/5/2017	0000001845	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	161.63
6/5/2017	0000001846	000651	CSBA	DUES & MEMBERSHIP	0100	0000000	11,768.00
6/5/2017	0000001847	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	0100	8150000	450.00
6/5/2017	0000001848	003410	ALPHA SMOG STATION	CONTRACTED SERVICES	0100	8150000	250.00
6/5/2017	0000001850	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	4203000	55.00
6/5/2017	0000001850	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	4203000	600.00
6/5/2017	0000001850	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	4203000	150.00
6/5/2017	0000001851	0000000239	SKLZ	INSTRUCTIONAL SUPPLIES	0100	0000000	51.56
6/5/2017	0000001852	004767	CHILDREN'S OT SERVICES, INC.	CONTRACTED SERVICES	0100	6500000	1,000.00
6/5/2017	0000001854	02722A	YMCA	CONTRACTED SERVICES	0100	0000000	1,350.00
6/5/2017	0000001855	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	64.65
6/5/2017	0000001855	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	9.60
6/5/2017	0000001855	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	35.02
6/5/2017	0000001855	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	16.12
6/5/2017	0000001859	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	95.00
6/5/2017	0000001859	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	340.00
6/5/2017	0000001859	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	190.00
6/5/2017	0000001859	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	510.00
6/5/2017	0000001859	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	95.00
6/5/2017	0000001859	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	425.00
6/5/2017	0000001860	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	0000000	840.29
6/5/2017	0000001861	000675	ROYAL LINES	CONTRACTED SERVICES	0100	0000000	2,062.50
6/5/2017	0000001863	0000000268	VOLLEYBALL MECCA	INSTRUCTIONAL SUPPLIES	0100	0000000	5,171.96
6/5/2017	0000001864	004727	THE CITY LINK FOUNDATION	CONTRACTED SERVICES	0100	0982000	4,565.50

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
6/6/2017	0000001868	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	110.00
6/6/2017	0000001868	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	40.00
6/6/2017	0000001869	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000000	217.00
6/6/2017	0000001870	002283	GOLDEN BOY MOBILITY	MECHANIC SUPPLIES	0100	0982000	325.65
6/6/2017	0000001870	002283	GOLDEN BOY MOBILITY	MECHANIC SUPPLIES	0100	0982000	48.75
6/7/2017	0000001873	0000000263	SERVICEMASTER BY RAPID RESPONSE	CONTRACTED SERVICES	0100	8150000	2,971.39
6/8/2017	0000001874	004727	THE CITY LINK FOUNDATION	CONTRACTED SERVICES	0100	0982000	11,919.50
6/8/2017	0000001875	000281	J&E PRO AUDIO LLC	EQUIPMENT SUPPLIES	0100	0000000	764.77
6/9/2017	0000001878	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	161.61
6/9/2017	0000001881	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	154.08
6/12/2017	0000001882	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	7,287.77
6/12/2017	0000001882	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	14,764.00
6/12/2017	0000001882	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	3,913.00
6/12/2017	0000001882	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	21,468.00
6/12/2017	0000001883	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	4,204.40
6/12/2017	0000001883	001610	FIREHAWK	CONTRACTED SERVICES	0100	8150000	4,219.95
6/12/2017	0000001885	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	64.92
6/12/2017	0000001885	001775	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	19.47
6/12/2017	0000001886	004218	ALICIA MARISCAL	CONTRACTED SERVICES	0100	8150000	650.00
6/12/2017	0000001888	002506	EDUCATIONAL TESTING SERVICE	INSTRUCTIONAL SUPPLIES	0100	0000000	841.53
6/12/2017	0000001889	002874	ACSA	REGISTRATION FEES	0100	4035000	6,820.00
6/12/2017	0000001890	002722	YMCA OF SAN DIEGO COUNTY	CONTRACTED SERVICES	0100	0000000	400.00
6/12/2017	0000001891	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	375.00
6/12/2017	0000001891	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	375.00
6/12/2017	0000001891	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	875.00
6/12/2017	0000001891	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	250.00
6/12/2017	0000001892	002227	FRONTLINE TECHNOLOGIES GROUP	CONTRACTED SERVICES	0100	0000000	11,922.36
6/12/2017	0000001893	00069A	CITY TREASURER	CONTRACTED SERVICES	0100	0000000	8,964.98
6/12/2017	0000001894	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	0100	8150000	1,300.00
6/12/2017	0000001894	001958	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	0100	8150000	1,300.00
6/12/2017	0000001895	000548	NEXT DAY PRINTED TEES	OFFICE SUPPLIES	0100	0300008	204.59
6/12/2017	0000001896	002355	I B TROPHIES & AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	919.92
6/12/2017	0000001897	03537A	SUPERINTENDENT OF SCHOOLS	REGISTRATION FEE	0100	0300020	868.35
6/12/2017	0000001898	000651	CSBA	DUES & MEMBERSHIPS	0100	0000000	2,555.00
6/12/2017	0000001899	0000000206	UNITED CEREBRAL PALSY ASSOCIATION	CONTRACTED SERVICES	0100	6500000	500.00
6/12/2017	0000001900	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	8150000	4,862.25
6/12/2017	0000001901	001527	RANCHO SAN DIEGO NURSERY INC	CONTRACTED SERVICES	0100	0000000	324.00
6/12/2017	0000001901	001527	RANCHO SAN DIEGO NURSERY INC	CONTRACTED SERVICES	0100	0000000	324.00
6/12/2017	0000001901	001527	RANCHO SAN DIEGO NURSERY INC	CONTRACTED SERVICES	0100	0000000	324.00
6/12/2017	0000001903	000124	WILKINSON HADLEY KING &	CONTRACTED SERVICES	0100	0000000	5,475.00
6/12/2017	0000001904	0000000051	BLACKBOARD INC	CONTRACTED SERVICES	0100	0000000	19,363.68

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6/12/2017	0000001905	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	8,442.59
6/12/2017	0000001906	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	0300018	621.06
6/12/2017	0000001907	002874	ACSA	DUES & MEMBERSHIPS	0100	0000000	2,238.00
6/12/2017	0000001908	004747	PRINCIPAL'S EXCHANGE	CONTRACTED SERVICES	0100	3010000	6,600.00
6/13/2017	0000001911	0000000276	CSUS/DPR IPM	REGISTRATION FEE	0100	8150000	50.00
6/13/2017	0000001912	002037	PERMA BOUND PUB.	INSTRUCTIONAL SUPPLIES	0100	3010000	2,814.82
6/13/2017	0000001913	0000000271	RAPTOR TECHNOLOGIES, LLC	CONTRACTED SERVICES	0100	0000000	1,600.00
6/13/2017	0000001914	0000000277	SAFE SCHOOLS CONFERENCE	REGISTRATION FEE	0100	0000000	698.00
6/13/2017	0000001915	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	31,156.00
6/13/2017	0000001916	003529	WESTERN GRAPHIX	OFFICE SUPPLIES	0100	0982000	190.99
6/13/2017	0000001918	0000000026	SDSU RESEARCH FOUNDATION/PLTW	REGISTRATION FEE	0100	0000001	1,500.00
6/13/2017	0000001918	0000000026	SDSU RESEARCH FOUNDATION/PLTW	REGISTRATION FEE	0100	0000001	3,750.00
6/13/2017	0000001919	0000000266	STUDENT LAP TRACKER	INSTRUCTIONAL SUPPLIES	0100	0000000	1,928.73
6/13/2017	0000001920	0000000278	MOORE MEDICAL, LLC	MEDICAL EQUIPMENT	0100	0000000	2,429.76
6/13/2017	0000001921	0000000026	SDSU RESEARCH FOUNDATION/PLTW	CONTARCTED SERVICES	0100	0000001	750.00
6/15/2017	0000001922	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	135.00
6/15/2017	0000001923	0000000279	SIGNTECH ELECTRICAL ADVERTISING, INC.	CONTRACTED SERVICES	0100	0000000	850.00
6/15/2017	0000001924	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	9,600.00
6/15/2017	0000001925	0000000078	VECTOR USA	CONTRACTED SERVICES	0100	0000000	2,187.50
6/16/2017	0000001926	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,907.18
6/16/2017	0000001926	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,907.18
6/16/2017	0000001926	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,907.18
6/16/2017	0000001926	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	452.55
6/16/2017	0000001927	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	2,230.43
6/16/2017	0000001927	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	2,230.43
6/16/2017	0000001927	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	2,230.43
6/16/2017	0000001927	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	2,230.43
6/16/2017	0000001928	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	937.43
6/16/2017	0000001928	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,131.38
6/16/2017	0000001928	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,131.38
6/16/2017	0000001928	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,131.38
6/16/2017	0000001929	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	258.60
6/16/2017	0000001929	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	258.60
6/16/2017	0000001929	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	129.30
6/16/2017	0000001930	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	646.50
6/16/2017	0000001930	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	646.50
6/16/2017	0000001930	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	646.50
6/16/2017	0000001930	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	646.50
6/16/2017	0000001931	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	484.88
6/16/2017	0000001931	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,163.70
6/16/2017	0000001931	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,163.70

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6/16/2017	0000001931	004747	PRINCIPAL'S EXCHANGE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,163.70
6/16/2017	0000001932	001527	RANCHO SAN DIEGO NURSERY INC	GROUNDS SUPPLIES	0100	0000000	6,883.29
6/19/2017	0000001933	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	427.00
6/19/2017	0000001939	004732	LEAL & TREJO APC	PROFESSIONAL SERVICES	0100	0000000	1,664.28
6/19/2017	0000001939	004732	LEAL & TREJO APC	PROFESSIONAL SERVICES	0100	0000000	8,136.00
6/19/2017	0000001939	004732	LEAL & TREJO APC	PROFESSIONAL SERVICES	0100	0000000	28,114.00
6/19/2017	0000001939	004732	LEAL & TREJO APC	PROFESSIONAL SERVICES	0100	0000000	1,552.00
6/19/2017	0000001939	004732	LEAL & TREJO APC	PROFESSIONAL SERVICES	0100	0000000	5,594.00
6/20/2017	0000001940	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	4,689.94
6/20/2017	0000001940	000370	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	1,507.12
6/20/2017	0000001941	004823	CABLE, PIPE & LEAK DETECTION,	CONTRACTED SERVICES	0100	8150000	420.00
6/20/2017	0000001942	0000000281	XEROX FINANCIAL SERVICES	CONTRACTED SERVICES	0100	0000000	28,065.21
6/20/2017	0000001943	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	CONTRACTED SERVICES	0100	0000000	15,541.80
6/20/2017	0000001944	0000000124	MRC SMART TECHNOLOGY SOLUTIONS	CONTRACTED SERVICES	0100	0000000	6,844.30
6/20/2017	0000001948	0000000213	ALFONSO V ERDMANN - BALTAZAR	PROFESSIONAL SERVICES	0100	6500000	180.00
6/21/2017	0000001950	001510	EWING IRRIGATION	GARDEN SUPPLIES	0100	0000000	6,852.73
6/21/2017	0000001954	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	465.70
6/21/2017	0000001954	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	36.64
6/21/2017	0000001954	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	15.06
6/21/2017	0000001954	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	2,582.77
6/21/2017	0000001955	03537A	SUPERINTENDENT OF SCHOOLS	CONTRACTED SERVICES	0100	0000000	2,895.00
6/22/2017	0000001957	0000000263	SERVICEMASTER BY RAPID RESPONSE	CONTRACTED SERVICES	0100	8150000	7,391.11
6/22/2017	0000001958	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	82.34
6/22/2017	0000001958	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	73.12
6/23/2017	0000001960	002016	EDUCATIONAL DATA SYSTEMS	CONTRACTED SERVICES	0100	0000000	45.00
6/27/2017	0000001961	0000000026	SDSU RESEARCH FOUNDATION/PLTW	REGISTRATION FEES	0100	4035000	26.94
6/27/2017	0000001962	004678	AMAZON.COM, INC.	EQUIPMENT	0100	0000000	896.99
6/27/2017	0000001963	0000000285	THE DIGICARD SERVICE GROUP INC.	OFFICE SUPPLIES	0100	0982000	171.32
					Total for 0100		429,233.41
6/6/2017	0000001867	004231	PRO POWER	MAINTENANCE SUPPLIES	1200	6105000	472.74
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	258.47
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	1,239.02
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	915.77
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	1,605.37
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	1,562.27
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	1,352.15
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	47.39
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	(969.64)
6/19/2017	0000001934	0000000280	BECKER'S SCHOOL SUPPLIES	INSTRUCTIONAL SUPPLIES	1200	9024000	125.96

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6/19/2017	0000001935	000385	NASCO	INSTRUCTIONAL SUPPLIES	1200	9024000	39.81
6/19/2017	0000001935	000385	NASCO	INSTRUCTIONAL SUPPLIES	1200	9024000	872.29
6/19/2017	0000001935	000385	NASCO	INSTRUCTIONAL SUPPLIES	1200	9024000	368.02
6/19/2017	0000001935	000385	NASCO	INSTRUCTIONAL SUPPLIES	1200	9024000	215.93
6/19/2017	0000001935	000385	NASCO	INSTRUCTIONAL SUPPLIES	1200	9024000	100.00
6/19/2017	0000001936	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	1200	9024000	370.66
6/19/2017	0000001936	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	1200	9024000	4,126.83
6/19/2017	0000001937	000811	PLAY WITH A PURPOSE	INSTRUCTIONAL SUPPLIES	1200	9024000	146.00
6/19/2017	0000001937	000811	PLAY WITH A PURPOSE	INSTRUCTIONAL SUPPLIES	1200	9024000	1,053.80
6/19/2017	0000001938	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	1200	9024000	742.86
6/21/2017	0000001949	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	9024000	3,714.97
6/21/2017	0000001949	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	9024000	26.64
6/21/2017	0000001949	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	1200	9024000	170.97
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	21.96
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	5.50
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	2.20
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	93.10
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	52.37
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	23.65
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	64.43
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	77.58
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	10.47
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	8.08
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	10.34
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	3.88
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	5.50
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	2.20
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	3.66
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	25.80
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	24.57
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	24.57
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	24.57
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	27.02
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	148.70
6/21/2017	0000001951	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	1200	9024000	30.82

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6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	36.64
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	53.01
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	26.51
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	117.07
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	30.92
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	48.60
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	62.20
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	33.83
6/21/2017	0000001952	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	1200	9024000	35.56
6/21/2017	0000001953	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	9024000	121.22
6/21/2017	0000001953	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	9024000	44.72
6/21/2017	0000001953	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	9024000	6.21
6/21/2017	0000001953	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	1200	9024000	98.44
6/21/2017	0000001956	001161	HOME DEPOT	CUSTODIAL SUPPLIES	1200	5210000	160.55
6/23/2017	0000001959	004866	COTHRINE TRAINING SERVICES	PROFESSIONAL SERVICES	1200	9010000	6,411.00
					Total for 1200		27,121.93
6/2/2017	0000001843	0000000264	ANNA GUILLOTTE	PROFESSIONAL SERVICES	1300	5310000	2,500.00
6/5/2017	0000001856	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	1,410.00
6/5/2017	0000001856	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	1,650.00
6/5/2017	0000001857	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	1300	5310000	3,076.26
6/5/2017	0000001858	001775	STAPLES, INC.	OFFICE SUPPLIES	1300	5310000	201.48
6/12/2017	0000001884	000506	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	1300	5310000	4,162.45
6/29/2017	0000001964	000717	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5310000	372.65
6/29/2017	0000001965	0000000227	GOLD STAR FOODS	CAFETERIA FOOD	1300	5310000	551.10
					Total for 1300		13,923.94
6/5/2017	0000001849	0000000074	MTGL INC	CONTRACTED SERVICES	2110	9010000	800.00
6/5/2017	0000001849	0000000074	MTGL INC	CONTRACTED SERVICES	2110	9010000	800.00
6/5/2017	0000001853	0000000243	COLBI TECHNOLOGIES, INC	CONTRACTED SERVICES	2110	9010000	10,000.00
6/5/2017	0000001853	0000000243	COLBI TECHNOLOGIES, INC	CONTRACTED SERVICES	2110	9010000	5,000.00

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6/6/2017	0000001865	000012	CULVER-NEWLIN INC.	EQUIPMENT	2110	9010000	124,365.59
6/6/2017	0000001866	000012	CULVER-NEWLIN INC.	EQUIPMENT	2110	9010000	104,032.48
6/7/2017	0000001871	000067	SAN DIEGO GAS & ELECTRIC	CONTRACTED SERVICES	2110	9010000	1,664.00
6/7/2017	0000001872	00067A	SAN DIEGO GAS & ELECTRICT	CONTRACTED SERVICES	2110	9010000	2,144.00
6/8/2017	0000001876	004901	AGUILAR & ASSOCIATES	PROFESSIONAL SERVICES	2110	9010000	60,000.00
6/8/2017	0000001876	004901	AGUILAR & ASSOCIATES	PROFESSIONAL SERVICES	2110	9010000	9,000.00
6/8/2017	0000001877	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	2110	9010000	220.89
6/8/2017	0000001877	003934	ANYTIME SIGN SOLUTION, INC	CONTRACTED SERVICES	2110	9010000	220.89
6/12/2017	0000001882	004732	LEAL & TREJO APC	LEGAL FEES	2110	9010000	402.00
6/12/2017	0000001887	0000000256	OLDCASTLE PRECAST INC	LAND IMPROVEMENT	2110	9010000	17,284.89
6/12/2017	0000001909	0000000275	BALFOUR BEATTY CONSTRUCTION LLC	CONTRACTED SERVICES	2110	9010000	12,472,532.00
6/12/2017	0000001909	0000000275	BALFOUR BEATTY CONSTRUCTION LLC	CONTRACTED SERVICES	2110	9010000	12,472,532.00
6/13/2017	0000001917	0000000256	OLDCASTLE PRECAST INC	LAND IMPROVEMENT	2110	9010000	23,246.39
6/19/2017	0000001939	004732	LEAL & TREJO APC	PROFESSIONAL SERVICES	2110	9010000	605.00
6/20/2017	0000001945	0000000282	CRAWFORD & COMPANY	EQUIPMENT	2110	9010000	79,952.99
6/20/2017	0000001946	0000000282	CRAWFORD & COMPANY	EQUIPMENT	2110	9010000	81,525.89
6/20/2017	0000001947	00067A	SAN DIEGO GAS & ELECTRICT	CONTRACTED SERVICES	2110	9010000	8,885.00
6/20/2017	0000001947	00067A	SAN DIEGO GAS & ELECTRICT	CONTRACTED SERVICES	2110	9010000	11,468.00
6/30/2017	0000001966	0000000284	NELSON ADAMS NACO CORPORATION	EQUIPMENT	2110	9010000	17,368.23
6/30/2017	0000001966	0000000284	NELSON ADAMS NACO CORPORATION	EQUIPMENT	2110	9010000	17,368.24
						Total for 2110	25,521,418.48
						Grand Total	25,977,773.82

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of 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 from the following sources:

General Fund - $1,912,730.83
Child Development Fund- $28,205.97
Cafeteria Fund - $115,486.24
Building Fund- $256,852.58
Capital Facilities Fund- $10,000.00

RECOMMENDATION:
Approve/Ratify 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.

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

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

$2,323,275.62	As listed above	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

03300: San Ysidro 2017-05-25

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000126 - SAN DIEGO CENTER FOR VISION	14264695	725.00	APRIL 2017	725.00	0000001006	725.00	0100	6500000	5770	1190	5800010	054		
0000000198 - BRAIN LEARNING PSYCOLOGICAL CORP	14264696	2,400.00	1274	2,400.00	0000001336	2,400.00	0100	6500000	5770	1190	5800010	054		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14264697	400.00	0010 & 0011	180.00	0000001804	180.00	0100	6500000	5770	1190	5800010	054		
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14264697	400.00	0008 & 0006	220.00	0000001803	220.00	0100	0000000	0000	7200	5800010	061		
000106 - CHEVRON U.S.A. INC.	14264698	2,818.20	50441513	2,818.20	0000000204	1,098.00	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14264698	2,818.20	50441513	2,818.20	0000000204	84.56	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14264698	2,818.20	50441513	2,818.20	0000000204	797.49	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14264698	2,818.20	50441513	2,818.20	0000000204	682.17	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14264698	2,818.20	50441513	2,818.20	0000000204	155.98	1300	5310000	0000	3700	4300022	085		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1685	159.43	0000001685	159.43	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1684	727.27	0000001684	213.33	0100	0000000	1110	1000	4300001	020		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1684	727.27	0000001684	513.94	0100	0000000	1110	1000	4300001	020		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1686	795.17	0000001686	795.17	0100	0000000	1110	1000	4300001	024		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	18.40	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	27.80	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	37.45	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	43.09	0100	0000000	1110	1000	4300001	018		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	58.53	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	116.34	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	155.12	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1594	1,383.16	0000001594	926.43	0100	0000000	1110	1000	4300001	018		
000809 - OFFICE DEPOT	14264699	3,715.41	PO#1608	650.38	0000001608	650.38	0100	0000000	1110	1000	4300001	020		
001725 - SPINITAR/PRESENTATION PRODUCTS	14264700	690.18	358203	690.18	0000001677	47.18	0100	0000000	1110	1000	4300001	018		
001725 - SPINITAR/PRESENTATION PRODUCTS	14264700	690.18	358203	690.18	0000001677	214.33	0100	0000000	1110	1000	4300001	018		
001725 - SPINITAR/PRESENTATION PRODUCTS	14264700	690.18	358203	690.18	0000001677	214.33	0100	0000000	1110	1000	4300001	018		
001725 - SPINITAR/PRESENTATION PRODUCTS	14264700	690.18	358203	690.18	0000001677	214.34	0100	0000000	1110	1000	4300001	018		
004801 - EAST L.A. CLASSIC THEATRE	14264701	25,000.00	1090	25,000.00	0000000559	25,000.00	0100	0000001	1110	1000	5800010	061		
004834 - VMA COMMUNICATIONS, INC.	14264702	13,210.00	APRIL 2017	13,210.00	0000000389	13,210.00	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $48,958.79

03300: San Ysidro 2017-05-26

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000140 - SAM & ROSE STEIN EDUCATION	14265358	5,689.36	APRIL 2017	5,689.36	0000000459	338.62	0100	6500000	5750	1180	5800009	054		
000140 - SAM & ROSE STEIN EDUCATION	14265358	5,689.36	APRIL 2017	5,689.36	0000000459	5,350.74	0100	6500000	5750	1180	5800009	054		
000675 - ROYAL LINES	14265359	2,070.00	6065	2,070.00	0000001807	2,070.00	0100	0300486	1110	1000	5800018	024		
004747 - PRINCIPAL'S EXCHANGE	14265360	15,000.00	1198-1206-1218	15,000.00	0000001808	15,000.00	0100	3010000	1110	1000	5800010	012		

Business Unit Total: $22,759.36

03300: San Ysidro 2017-05-30

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	14265919	1,000.00	447461	1,000.00	0000000212	1,000.00	1300	5310000	0000	3700	4700001	085		
0000000010 - SELECTA INTERNATIONAL	14265920	263.95	06254	263.95	0000000230	263.95	1300	5310000	0000	3700	4700001	085		
0000000184 - S&S BAKERY, INC.	14265921	151.56	948267	151.56	0000001588	151.56	1300	5310000	0000	3700	4300028	085		
0000000188 - FAGEN FRIEDMAN & FULFROST LLP	14265922	15,246.25	APRIL 2017	15,246.25	0000001479	15,246.25	0100	0000000	0000	7100	5800002	064		
0000000227 - GOLD STAR FOODS	14265923	39,312.19	2034796	39,312.19	0000001572	39,312.19	1300	5310000	0000	3700	4700001	085		
000717 - HOLLANDIA DAIRY INC.	14265924	19.46	2040726	19.46	0000000352	19.46	1300	5310000	0000	3700	4700002	085		
000901 - COUNTY OF SAN DIEGO	14265925	618.00	FFPP-302482	618.00	0000001191	618.00	1300	5310000	0000	3700	5600005	085		
001079 - PENSKE TRUCK LEASING	14265926	1,337.65	RENTAL	1,337.65	0000001813	1,337.65	0100	8150000	0000	8100	5600001	070		
001958 - LLOYD PEST CONTROL CO.	14265927	224.00	4164929	224.00	0000000253	224.00	1300	5310000	0000	3700	5600005	085		
002771 - SMART & FINAL	14265928	219.54	62930	219.54	0000000396	219.54	1300	5310000	0000	3700	4700002	085		
002836 - WESTAIR GASES & EQUIPMENT INC	14265929	675.52	00666670-00	675.52	0000001806	675.52	1300	5310000	0000	3700	4300026	085		
004091 - PRUDENTIAL OVERALL SUPPLY	14265930	645.00	3065532	645.00	0000000586	645.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14265931	35,747.64	170428096	15,857.76	0000000235	15,857.76	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14265931	35,747.64	170414015	966.83	0000000260	386.84	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14265931	35,747.64	170414015	966.83	0000000260	579.99	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14265931	35,747.64	170418058	18,923.05	0000001084	982.44	1300	5370000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE	14265931	35,747.64	170418058	18,923.05	0000001084	2,940.61	1300	5370000	0000	3700	4700001	085		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
DISTRIBUTORS														
004398 - AMERICAN PRODUCE DISTRIBUTORS	14265931	35,747.64	170418058	18,923.05	0000001084	15,000.00	1300	5370000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14265932	3,778.93	472172106	3,778.93	0000000323	3,778.93	1300	5310000	0000	3700	4700001	085		
004732 - LEAL & TREJO APC	14265933	77,528.98	FEBRUARY 2017	77,528.98	0000001712	1,405.98	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14265933	77,528.98	FEBRUARY 2017	77,528.98	0000001712	13,445.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14265933	77,528.98	FEBRUARY 2017	77,528.98	0000001712	23,443.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14265933	77,528.98	FEBRUARY 2017	77,528.98	0000001712	10,940.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14265933	77,528.98	FEBRUARY 2017	77,528.98	0000001712	7,590.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14265933	77,528.98	FEBRUARY 2017	77,528.98	0000001712	20,705.00	0100	0000000	0000	7200	5800200	062		

Business Unit Total: $176,768.67

03300: San Ysidro 2017-05-31

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000006 - K & M Foodservice	14266524	8,366.30	2389486	8,366.30	0000000228	1,587.87	1300	5310000	0000	3700	4700001	085		
0000000006 - K & M Foodservice	14266524	8,366.30	2389486	8,366.30	0000000228	6,778.43	1300	5310000	0000	3700	4700001	085		
000067 - SAN DIEGO GAS & ELECTRIC	14266525	30,352.49	MAY 2017	30,352.49	0000000199	30,112.69	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14266525	30,352.49	MAY 2017	30,352.49	0000000199	239.80	0100	0000000	0000	8200	5500002	069		
000069 - CITY TREASURER	14266526	3,258.04	WATER 03-21 - 05-18-17	3,258.04	0000000196	3,258.04	0100	0000000	0000	8200	5500004	069		
000379 - HAWTHORNE MACHINERY	14266527	1,063.57	SS100106958	1,063.57	0000001802	1,063.57	0100	0982000	0000	3600	5600005	074		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	20.27	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	21.29	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	59.86	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	64.14	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	94.07	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	102.03	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	117.93	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	308102733604 & 208116462396	2,913.85	0000001672	179.59	0100	0000000	1110	4100	4300012	022		

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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
			2396											
000535 - SCHOOL SPECIALTY	14266528	2,913.85	30810273 3604 & 20811646 2396	2,913.85	00000016 72	205.24	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	30810273 3604 & 20811646 2396	2,913.85	00000016 72	260.83	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	30810273 3604 & 20811646 2396	2,913.85	00000016 72	414.76	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	30810273 3604 & 20811646 2396	2,913.85	00000016 72	441.27	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	30810273 3604 & 20811646 2396	2,913.85	00000016 72	455.38	0100	0000000	1110	4100	4300012	022		
000535 - SCHOOL SPECIALTY	14266528	2,913.85	30810273 3604 & 20811646 2396	2,913.85	00000016 72	477.19	0100	0000000	1110	4100	4300012	022		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	6.38	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	14.00	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	18.10	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	18.10	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	27.15	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	35.00	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75857	188.73	00000017 20	70.00	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75864	132.15	00000017 23	7.40	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75864	132.15	00000017 23	10.00	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75864	132.15	00000017 23	35.00	0100	0300020	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
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75864	132.15	0000001723	37.50	0100	0300020	1110	1000	4300001	020		
000548 - NEXT DAY PRINTED TEES	14266529	320.88	75864	132.15	0000001723	42.25	0100	0300020	1110	1000	4300001	020		
000775 - REFRIGERATION SUPPLIES	14266530	1,761.35	61128762-00	1,761.35	0000000234	563.60	0100	8150000	0000	8100	4300007	070		
000775 - REFRIGERATION SUPPLIES	14266530	1,761.35	61128762-00	1,761.35	0000000234	1,197.75	0100	8150000	0000	8100	4300007	070		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14266531	16,436.39	20111370-00	16,436.39	0000000895	1,432.37	1300	5310000	0000	3700	4300028	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14266531	16,436.39	20111370-00	16,436.39	0000000895	6,000.00	1300	5310000	0000	3700	4300028	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14266531	16,436.39	20111370-00	16,436.39	0000000895	9,004.02	1300	5310000	0000	3700	4300028	085		
001438 - REPUBLIC SERVICES	14266532	12,339.89	MAY 2017	12,339.89	0000000197	12,339.89	0100	0000000	0000	8200	5500005	069		
001510 - EWING IRRIGATION	14266533	140.13	EWING	140.13	0000000262	140.13	0100	0000000	0000	8200	4300014	069		
001612 - PRESIDENT'S EDUCATION AWARDS	14266534	377.00	330254	377.00	0000001582	3.09	0100	0000000	1110	1000	4300001	024		
001612 - PRESIDENT'S EDUCATION AWARDS	14266534	377.00	330254	377.00	0000001582	3.09	0100	0000000	1110	1000	4300001	024		
001612 - PRESIDENT'S EDUCATION AWARDS	14266534	377.00	330254	377.00	0000001582	370.82	0100	0000000	1110	1000	4300001	024		
002419 - CINTAS CORPORTION NO. 3	14266535	2,014.52	694339879	2,014.52	0000000456	967.62	1300	5310000	0000	3700	5600005	085		
002419 - CINTAS CORPORTION NO. 3	14266535	2,014.52	694339879	2,014.52	0000000456	1,046.90	1300	5310000	0000	3700	5600005	085		
002770 - FLEETWASH INC	14266536	125.80	X-1033762	125.80	0000000562	51.48	0100	0982000	0000	3600	5600005	074		
002770 - FLEETWASH INC	14266536	125.80	X-1033762	125.80	0000000562	74.32	0100	0982000	0000	3600	5600005	074		
002770 - SMART & FINAL	14266537	402.60	WATER	402.60	0000001308	173.10	0100	0000000	0000	7200	4300011	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
002771 - SMART & FINAL	14266537	402.60	WATER	402.60	0000001308	229.50	0100	0000000	0000	7200	4300011	071		
003377 - SOUTHWEST SCHOOL & OFFICE	14266538	417.63	PINV0278142	417.63	0000001299	417.63	0100	0000000	0000	7200	4300011	071		
003524 - ACE COOLING & FREEZING	14266539	917.00	78249	917.00	0000000588	80.10	1300	5310000	0000	3700	5600005	085		
003524 - ACE COOLING & FREEZING	14266539	917.00	78249	917.00	0000000588	836.90	1300	5310000	0000	3700	5600005	085		
004542 - MPC ELECTRONICS INC	14266540	64.92	267477	64.92	0000000218	64.92	0100	0000000	0000	7700	4300002	067		
004775 - AFFORDABLE GREASE PUMPING	14266541	1,090.00	163624	1,090.00	0000000587	390.00	1300	5310000	0000	3700	5800010	085		
004775 - AFFORDABLE GREASE PUMPING	14266541	1,090.00	163624	1,090.00	0000000587	700.00	1300	5310000	0000	3700	5800010	085		
004801 - EAST L.A. CLASSIC THEATRE	14266542	43,833.33	1091	43,833.33	0000000559	43,833.33	0100	0000001	1110	1000	5800010	061		
004858 - FLYERS ENERGY	14266543	5,312.26	MAY 2017	5,312.26	0000000287	5,312.26	0100	0982000	0000	3600	4300022	074		

Business Unit Total: $131,507.95

03300: San Ysidro 2017-06-05

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000232 - GEORGE DONNELLY TESTING	14268551	5,000.00	0417-003	5,000.00	0000001840	2,500.00	2110	9010000	0000	8100	5800010	012		
0000000232 - GEORGE DONNELLY TESTING	14268551	5,000.00	0417-003	5,000.00	0000001840	2,500.00	2110	9010000	0000	8100	5800010	016		
0000000245 - OFFICESUPPLY.COM	14268552	3,707.51	2430402	1,252.63	0000001660	157.66	0100	0000000	1110	1000	4300001	022		
0000000245 - OFFICESUPPLY.COM	14268552	3,707.51	2430402	1,252.63	0000001660	182.06	0100	0000000	1110	1000	4300001	022		
0000000245 - OFFICESUPPLY.COM	14268552	3,707.51	2430402	1,252.63	0000001660	912.91	0100	0000000	1110	1000	4300001	022		
0000000245 - OFFICESUPPLY.COM	14268552	3,707.51	2433086	2,454.88	0000001667	2,454.88	0100	0000000	0000	7200	4300011	071		
0000000260 - SAN DIEGO FLORIST SUPPLIES, INC	14268553	289.80	000947762	289.80	0000001815	289.80	0100	0000000	1110	2700	4300027	020		
0000000261 - ATMOSPHERE CONSTRUCTION & DESIGN	14268554	1,000.00	WE-001	1,000.00	0000001826	1,000.00	1300	5310000	0000	3700	5600005	085		
0000000262 - C&M RELOCATION SYSTEMS INC.	14268555	52,125.00	289215	52,125.00	0000001839	37,232.16	0100	0000000	0000	7100	5800010	064		
0000000262 - C&M RELOCATION SYSTEMS INC.	14268555	52,125.00	289215	52,125.00	0000001839	14,892.84	0100	0000000	0000	7200	5800010	071		
000067 - SAN DIEGO GAS & ELECTRIC	14268556	29,212.30	MAY 2017	29,212.30	0000000199	28,088.75	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14268556	29,212.30	MAY 2017	29,212.30	0000000199	1,123.55	0100	0000000	0000	8200	5500002	069		
000136 - WAXIE SANITARY SUPPLY	14268557	2,022.89	PO#1834	2,022.89	0000001834	32.36	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14268557	2,022.89	PO#1834	2,022.89	0000001834	159.75	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14268557	2,022.89	PO#1834	2,022.89	0000001834	478.48	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14268557	2,022.89	PO#1834	2,022.89	0000001834	521.09	0100	0000000	0000	8200	4300020	016		
000136 - WAXIE SANITARY SUPPLY	14268557	2,022.89	PO#1834	2,022.89	0000001834	831.21	0100	0000000	0000	8200	4300020	016		
000281 - J&B PRO AUDIO LLC	14268558	252.14	15931	252.14	0000001440	252.14	0100	0000000	1110	1000	4300001	016		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000409 - SAN DIEGO UNION-TRIBUNE	14268559	2,282.80	NOTICE REQUEST	2,282.80	00000018 21	373.40	0100	0000000	0000	7200	5800007	071		
000409 - SAN DIEGO UNION-TRIBUNE	14268559	2,282.80	NOTICE REQUEST	2,282.80	00000018 21	520.60	0100	0000000	0000	7200	5800007	071		
000409 - SAN DIEGO UNION-TRIBUNE	14268559	2,282.80	NOTICE REQUEST	2,282.80	00000018 21	1,388.80	0100	9065005	0000	7200	5800007	061		
000584 - SWEETWATER UNION HIGH	14268560	6,500.00	1224	5,750.00	00000018 05	5,750.00	0100	0000001	1110	4200	4300013	061		
000584 - SWEETWATER UNION HIGH	14268560	6,500.00	MIDDLE SCHOOL	750.00	00000018 22	750.00	0100	0000001	1110	4200	4300013	061		
000809 - OFFICE DEPOT	14268561	646.48	PO#1686	646.48	00000016 86	646.48	0100	0000000	1110	1000	4300001	024		
001079 - PENSKE TRUCK LEASING	14268562	477.35	RENT	477.35	00000018 13	477.35	0100	8150000	0000	8100	5600001	070		
001161 - HOME DEPOT	14268563	7,258.02	2973212 - 2904236- 1901708	5,598.12	00000018 12	5,598.12	0100	0000000	0000	7100	4300011	064		
001161 - HOME DEPOT	14268563	7,258.02	HOME DP	1,608.36	00000002 14	681.00	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14268563	7,258.02	HOME DP	1,608.36	00000002 14	927.36	0100	0000000	0000	7200	4300011	071		
001161 - HOME DEPOT	14268563	7,258.02	8232663	51.54	00000002 80	51.54	0100	0982000	0000	3600	4300023	074		
001642 - HANDY METAL MART	14268564	27.12	428692	27.12	00000018 17	27.12	0100	0000000	0000	8200	4300014	069		
001725 - SPINITAR/PRESENTATION PRODUCTS	14268565	1,197.61	358172	1,197.61	00000016 80	98.14	0100	0000000	1110	1000	4300001	016		
001725 - SPINITAR/PRESENTATION PRODUCTS	14268565	1,197.61	358172	1,197.61	00000016 80	117.78	0100	0000000	1110	1000	4300001	016		
001725 - SPINITAR/PRESENTATION PRODUCTS	14268565	1,197.61	358172	1,197.61	00000016 80	196.37	0100	0000000	1110	1000	4300001	016		
001725 - SPINITAR/PRESENTATION PRODUCTS	14268565	1,197.61	358172	1,197.61	00000016 80	392.58	0100	0000000	1110	1000	4300001	016		
001725 - SPINITAR/PRESENTATION PRODUCTS	14268565	1,197.61	358172	1,197.61	00000016 80	392.74	0100	0000000	1110	1000	4300001	016		
001958 - LLOYD PEST CONTROL CO.	14268566	650.00	4570602	650.00	00000017 66	650.00	0100	8150000	0000	8100	5600005	070		
002056 - BLAQUIE'S TROPHIES &	14268567	107.71	42793 & 42771	107.71	00000012 55	107.71	0100	0000000	0000	7100	4300011	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
AWARDS														
002151 - RANCHO AUTO & TRUCK PARTS	14268568	486.47	7693-293939 & 7693-293647	486.47	0000000283	486.47	0100	0982000	0000	3600	4400000	074		
002722 - YMCA OF SAN DIEGO COUNTY	14268569	800.00	SPRING 2017	800.00	0000001832	800.00	0100	0000000	1110	4200	5800010	022		
003888 - STANLEY CONVERGENT SECURITY	14268570	357.36	14511689	357.36	0000001825	357.36	0100	8150000	0000	8100	5600005	070		
004323 - MCGREGOR AND ASSOCIATED	14268571	437.75	CA SY1706	437.75	0000000307	437.75	0100	0300100	0000	7200	5600005	071		
004667 - SMARTDRAW SOFTWARE, LLC	14268572	99.00	126733	99.00	0000001793	99.00	0100	0000000	0000	7200	5800010	062		

Business Unit Total: $114,937.31

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03300: San Ysidro 2017-06-06

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000033 - ORANGE COUNTY DEPT. OF EDUCATION	14269092	183.00	94KI4379	183.00	0000001343	183.00	0100	0490000	0000	3140	5800010	052		
0000000255 - KELLY PAPER	14269093	38.65	8594915	38.65	0000001669	38.65	0100	0000000	0000	7550	4300050	073		
000043 - PRUDENTIAL OVERALL	14269094	228.83	PRUDENTIAL	228.83	0000000417	228.83	0100	8150000	0000	8100	4300007	070		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	6.53	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	9.28	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	9.28	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	9.28	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	9.28	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	17.39	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	17.39	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	18.43	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	19.06	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	21.44	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	21.44	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	21.44	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	46.45	0100	0000000	1110	1000	4300001	012		
000058 - DEMCO INC.	14269095	434.15	6134287	434.15	0000001652	207.46	0100	0000000	1110	1000	4300001	012		
000067 - SAN DIEGO GAS & ELECTRIC	14269096	21,547.18	MAY 2017	21,547.18	0000000199	21,461.20	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14269096	21,547.18	MAY 2017	21,547.18	0000000199	85.98	0100	0000000	0000	8200	5500002	069		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	22.71	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	80.34	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	107.20	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	107.20	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	112.99	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	127.98	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	183.84	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	306.39	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	558.12	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	758.90	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	774.27	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14269097	4,410.24	PO#1759	4,410.24	00000017 59	1,270.30	0100	0000000	0000	8200	4300020	024		
000262 - PAPER DIRECT, INC.	14269098	373.83	8879976	373.83	00000016 62	186.91	0100	0000000	1110	1000	4300001	022		
000262 - PAPER DIRECT, INC.	14269098	373.83	8879976	373.83	00000016 62	186.92	0100	0000000	1110	1000	4300001	022		
000273 - SCHOLASTIC , INC	14269099	895.13	M6124923	895.13	00000016 98	81.38	0100	0000000	1110	1000	4300001	020		
000273 - SCHOLASTIC , INC	14269099	895.13	M6124923	895.13	00000016 98	813.75	0100	0000000	1110	1000	4300001	020		
000379 - HAWTHORNE MACHINERY	14269100	796.42	PS010250 241	796.42	00000003 27	796.42	0100	0982000	0000	3600	4300060	074		
000809 - OFFICE DEPOT	14269101	19.66	PO#1725	19.66	00000017 25	19.66	0100	0000000	1110	1000	4300011	025		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14269102	545.14	1-351258	545.14	00000002 46	545.14	0100	8150000	0000	8100	4300007	070		
001822 - BARNES AND NOBLE	14269103	573.92	3479581	335.70	00000015 31	335.70	0100	0000000	1110	1000	4300001	024		
001822 - BARNES AND NOBLE	14269103	573.92	3479577	238.22	00000015 32	20.78	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
001822 - BARNES AND NOBLE	14269103	573.92	3479577	238.22	0000001532	217.44	0100	0000000	1110	1000	4300001	024		
001845 - FERGUSON ENTERPRISES,INC#1350	14269104	52.81	4717028	52.81	0000000279	52.81	0100	8150000	0000	8100	4300007	070		
003221 - HOUGHTON MIFFLIN COMPANY	14269105	18,018.89	710053632 &710053333	18,018.89	0000001724	18,018.89	0100	3010000	1110	1000	4300001	024		
003859 - BATTERY SYSTEMS	14269106	279.08	4009052	279.08	0000000274	279.08	0100	8150000	0000	8100	4300007	070		
003909 - TEAMTALK NETWORK	14269107	298.36	053307	298.36	0000000482	298.36	0100	0982000	0000	3600	5600005	074		

Business Unit Total: $48,695.29

03300: San Ysidro 2017-06-07

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000102 - MARTHA RODRIGUEZ	14269711	73.08	MILEAGE	73.08		73.08	0100	0000000	0000	7200	5200002	061		
0000000107 - CAROLYN KARINEN	14269712	13,200.00	2010	13,200.00	0000000612	13,200.00	0100	6500000	5770	1190	5800010	054		
0000000201 - ARC	14269713	58,799.00	JAN-APR 2017	58,799.00	0000001357	58,799.00	0100	0000001	1110	4200	5800010	061		
0000000267 - MANO A MANO FOUNDATION	14269714	8,000.00	PARENT PROGRAM	8,000.00	0000001844	4,000.00	0100	3010004	1110	2495	5800010	020		
0000000267 - MANO A MANO FOUNDATION	14269714	8,000.00	PARENT PROGRAM	8,000.00	0000001844	4,000.00	0100	3010004	1110	2495	5800010	024		
000343 - PAMELA L. MCDANIEL	14269715	4,737.50	MAY 2017	4,737.50	0000000450	4,737.50	0100	6500000	5770	1190	5800010	054		
000987 - C&M MOTORS	14269716	1,755.88	234074	1,755.88	0000000237	1,755.88	1300	5310000	0000	3700	5800010	085		
002032 - ASELTINE SCHOOL	14269717	14,506.08	MAY 2017	14,506.08	0000000451	14,506.08	0100	6500000	5750	1180	5800009	054		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.64	0100	0000001	1110	2495	5800010	012		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.73	0100	0000001	1110	2495	5800010	016		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.73	0100	0000001	1110	2495	5800010	018		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.73	0100	0000001	1110	2495	5800010	020		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.73	0100	0000001	1110	2495	5800010	022		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.73	0100	0000001	1110	2495	5800010	024		
003099 - PARENT INSTITUTE FOR QUALITY	14269718	15,300.00	SUNSET-SMYTHE-VDM	15,300.00	0000001101	2,185.71	0100	0000001	1110	2495	5800010	025		
00331 - SAN DIEGO COUNTY SUPERINTENDEN	14269719	850.00	099-013879	850.00	0000001850	58.07	0100	4203000	4760	1000	5200003	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14269719	850.00	099-013879	850.00	0000001850	633.54	0100	4203000	4760	1000	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14269719	850.00	099-013879	850.00	0000001850	158.39	0100	4203000	4760	2700	5200003	061		
003573 - R&L PERFORMANCE AUTO SERVICE	14269720	4,575.01	VEHICLE REPAIRS	4,575.01	0000001833	4,575.01	0100	8150000	0000	8100	5600005	070		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14269721	4,473.62	10306	4,473.62	0000001820	4,473.62	0100	0000000	0000	7700	5800010	067		
004465 - GREGORY MARK BAER	14269722	3,848.00	MAY 2017	3,848.00	0000000394	3,848.00	0100	6500000	5770	1190	5800010	054		
004578 - STAFF REHAB	14269723	9,000.00	SS-3408 - SS-3352- SS-3197	9,000.00	0000000590	9,000.00	0100	6500000	5770	1190	5800010	054		
004822 - CALIFORNIA FINANCIAL SERVICES	14269724	10,000.00	OC 2017-73	10,000.00	0000001823	3,000.00	4901	9010000	0000	8100	5800010	010		
004822 - CALIFORNIA FINANCIAL SERVICES	14269724	10,000.00	OC 2017-73	10,000.00	0000001823	3,000.00	4902	9010000	0000	8100	5800010	010		
004822 - CALIFORNIA FINANCIAL SERVICES	14269724	10,000.00	OC 2017-73	10,000.00	0000001823	4,000.00	4903	9010000	0000	8100	5800010	010		
004831 - ELLA SOUTH BAY MAGAZINE INC.	14269725	2,600.00	JUNE 2017	2,600.00	0000001097	2,600.00	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $151,718.17

03300: San Ysidro 2017-06-08

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000016 - MARTHA SANCHEZ	14270361	227.89	REIMBURSEMENT	227.89		227.89	0100	4203000	4760	1000	5200003	061		
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14270362	128.96	RS4323439	128.96	0000000308	128.96	0100	0000000	0000	7200	4300011	071		
0000000048 - RAPHAELS PARTY RENTALS INC.	14270363	3,897.03	262487	304.00	0000001816	304.00	0100	0000000	1110	1000	5600001	012		
0000000048 - RAPHAELS PARTY RENTALS INC.	14270363	3,897.03	262725	3,593.03	0000001681	3,593.03	0100	0000000	1110	1000	5600001	022		
0000000233 - MIRANDA OLEA	14270364	37.45	MILEAGE	37.45		37.45	0100	0000000	1110	3160	5200002	057		
0000000265 - DIANA FLORES	14270365	69.00	REIMBURSEMENT	69.00		69.00	0100	0000000	1110	1000	5800018	016		
000067 - SAN DIEGO GAS & ELECTRIC	14270366	1,664.00	LA MIRADA PROJECT	1,664.00	0000001871	1,664.00	2110	9010000	0000	8200	5500001	012		
000136 - WAXIE SANITARY SUPPLY	14270367	15.48	PO#1691	15.48	0000001691	15.48	0100	8150000	0000	8100	4300007	070		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	24.53	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	30.69	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	34.78	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	35.77	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	36.82	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	40.92	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	45.00	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	46.03	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	69.11	0100	0000000	0000	2100	4300011	061		
000146 - LAKESHORE	14270368	486.46	3674640517	486.46	0000001809	122.81	0100	0000000	0000	2100	4300011	061		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000553 - SPRINT	14270369	3,561.35	CELL PHONE	3,561.35		3,561.35	0100	0000000	0000	8200	5900001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14270370	2,144.00	SMYTHE PROJECT	2,144.00	0000001872	2,144.00	2110	9010000	0000	8200	5500001	016		
000775 - REFRIGERATION SUPPLIES	14270371	1,261.12	RSD	1,261.12	0000000234	1,261.12	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14270372	867.41	PO#1737	59.24	0000001737	29.62	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14270372	867.41	PO#1737	59.24	0000001737	29.62	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14270372	867.41	PO#1713	49.52	0000001713	49.52	0100	0000000	1110	1000	4300001	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	9.02	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	10.66	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	12.61	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	22.42	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	42.72	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	58.24	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1671	242.27	0000001671	86.60	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	4.28	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	5.30	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	6.10	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	6.42	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	7.14	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	8.67	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	10.51	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	13.27	0100	0000000	1110	1000	4300011	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
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	16.13	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	23.48	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	27.05	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	53.10	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1676	264.13	0000001676	82.68	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14270372	867.41	PO#1801	90.68	0000001801	15.07	0100	0000000	0000	7100	4300011	064		
000809 - OFFICE DEPOT	14270372	867.41	PO#1801	90.68	0000001801	75.61	0100	0000000	0000	7100	4300011	064		
000809 - OFFICE DEPOT	14270372	867.41	PO#1811	161.57	0000001811	161.57	0100	0000000	1110	1000	4300011	020		
001383 - BUS WEST	14270373	1,917.66	BUS WEST	1,917.66	0000000278	869.07	0100	0982000	0000	3600	4300060	074		
001383 - BUS WEST	14270373	1,917.66	BUS WEST	1,917.66	0000000278	1,048.59	0100	0982000	0000	3600	4300060	074		
001570 - LORENA VARELA	14270374	115.72	REIMBURSEMENT	115.72		115.72	1200	9024000	0001	1000	4300001	076		
001678 - ANITA GILLCHREST	14270375	398.90	MAY MILEAGE	398.90		398.90	0100	6500000	5001	3140	5200002	052		
001958 - LLOYD PEST CONTROL CO.	14270376	850.00	5194770 & 5194765	850.00	0000000328	850.00	0100	8150000	0000	8100	5600005	070		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	95.00	0100	3010000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	95.00	0100	3010000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	95.00	0100	3010000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	150.00	0100	3010000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	150.00	0100	3010000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	190.00	0100	3010000	1110	1000	4300001	018		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	190.00	0100	3010000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14270377	1,250.00	P48268	1,250.00	0000001734	285.00	0100	3010000	1110	1000	4300001	018		
002768 - ROMAINE ELECTRICT CORPORATION	14270378	408.05	12-039059	408.05	0000001464	408.05	0100	0982000	0000	3600	4300023	074		
002909 - AT&T	14270379	6,163.82	PHONES	6,163.82		6,163.82	0100	0000000	0000	8200	5900003	069		
003265 - ZENAIDA R. ROSARIO	14270380	83.00	REIMBURSEMENT	83.00		83.00	0100	4203000	4760	1000	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14270381	2,015.00	099-011918	1,925.00	0000001321	1,749.99	0100	4035000	1110	1000	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14270381	2,015.00	099-011918	1,925.00	0000001321	175.01	0100	4035000	1110	2100	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14270381	2,015.00	099-013857	90.00	0000001792	45.00	0100	0000000	0000	2100	5200003	061		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14270381	2,015.00	099-013857	90.00	0000001792	45.00	0100	0000000	1110	2700	5200003	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	5.13	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	35.92	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	47.15	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	58.80	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	64.15	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	64.15	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST SCHOOL & OFFICE	14270382	662.88	PINV0278534	662.88	0000001673	128.30	0100	0000000	0000	2100	4300011	061		
003377 - SOUTHWEST	14270382	662.88	PINV0278534	662.88	0000001673	259.28	0100	0000000	0000	2100	4300011	061		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
SCHOOL & OFFICE														
003729 - MARTHA MURILLO	14270383	40.00	REIMBURSEMENT	40.00		40.00	0100	6500000	5770	1190	5200001	054		
004603 - THE BATTERY PLACE	14270384	965.29	0207554	965.29	0000000357	965.29	0100	0982000	0000	3600	4300023	074		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14270385	1,783.38	2083369A	1,783.38	0000001692	385.31	0100	0000000	1110	1000	4300001	020		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14270385	1,783.38	2083369A	1,783.38	0000001692	1,398.07	0100	0000000	1110	1000	4300001	020		
004748 - THE MARKETBOARD PEOPLE	14270386	7,128.00	219192	7,128.00	0000001768	3,168.00	0100	0000000	1110	1000	4300001	024		
004748 - THE MARKETBOARD PEOPLE	14270386	7,128.00	219192	7,128.00	0000001768	3,960.00	0100	0000000	1110	1000	4300001	024		
004774 - THINK TOGETHER	14270387	2,734.80	8569	2,734.80	0000001315	2,734.80	0100	0000001	1110	1000	5800010	061		
01641A - XEROX CORPORATION	14270388	5,484.03	089118468	383.75	0000001474	383.75	0100	0000000	0000	7200	5600020	071		
01641A - XEROX CORPORATION	14270388	5,484.03	089448467	5,100.28	0000001475	5,100.28	0100	0000000	0000	7200	5600020	071		
02722A - YMCA	14270389	1,350.00	2790-20170410	1,350.00	0000001854	1,350.00	0100	0000000	1110	1000	5800017	024		
CN100 - NIRVANA BUSTOS	14270390	57.93	MILEAGE	57.93		57.93	0100	0000001	0000	3900	5200002	025		
CN839 - EUGENIA TEODORO	14270391	497.82	REIMBURSEMENT	497.82		497.82	1200	9024000	0001	1000	4300333	076		

Business Unit Total: $48,266.43

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03300: San Ysidro 2017-06-09

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000150 - ERIKA VALAREZO	14271101	54.15	REIMBUR SEMENT	54.15		54.15	0100	0300477	1110	1000	4300001	016		
0000000197 - C2 IMAGING	14271102	6,246.72	C2 IMAGING	1,412.63	0000001329	1,412.63	2110	9010000	0000	8500	6200003	071		
0000000197 - C2 IMAGING	14271102	6,246.72	C2 IMAGING	4,834.09	0000001329	1,537.35	2110	9010000	0000	8500	6200003	071		
0000000197 - C2 IMAGING	14271102	6,246.72	C2 IMAGING	4,834.09	0000001329	3,296.74	2110	9010000	0000	8500	6200003	071		
0000000251 - NORMA LARA	14271103	29.43	MILEAGE MAY	29.43		29.43	0100	0000000	0000	3140	5200002	010		
000289 - NORMA CAMPOS	14271104	213.62	REIMBUR SEMENT	213.62		213.62	0100	6264000	1110	1000	5200003	061		
00067A - SAN DIEGO GAS & ELECTRICT	14271105	69,043.66	MAY 2017	69,043.66	0000000198	68,677.14	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14271105	69,043.66	MAY 2017	69,043.66	0000000198	366.52	0100	0000000	0000	8200	5500002	069		
001570 - LORENA VARELA	14271106	397.20	REIMBUR SEMENT	112.37		112.37	1200	9024000	0001	1000	4300015	076		
001570 - LORENA VARELA	14271106	397.20	REIMBUR SEMENT	7.29		7.29	1200	6105000	0001	1000	5900012	076		
001570 - LORENA VARELA	14271106	397.20	REIMBUR SEMENT	41.07		41.07	1200	5210000	0001	1000	4300001	076		
001570 - LORENA VARELA	14271106	397.20	REIMBUR SEMENT	236.47		236.47	1200	9024000	0001	1000	4300333	076		
002102 - A-Z BUS SALES, INC.	14271107	5,135.41	A-Z BUS	5,135.41	0000000226	538.27	0100	0982000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14271107	5,135.41	A-Z BUS	5,135.41	0000000226	4,597.14	0100	0982000	0000	3600	4300060	074		
004761 - MIND STREAM EDUCATION, LLC	14271108	1,402.00	816 & 882	1,402.00	0000000568	1,402.00	0100	4035000	1110	1000	5800010	014		
004779 - JULIO FONSECA	14271109	102.29	REIMBUR SEMENT	102.29		102.29	0100	0000000	0000	7100	5200003	064		
00490[illegible] - ANTONIO RAMIREZ	14271110	878.47	MAY MILEAGE	878.47		878.47	0100	6500000	5001	3900	5200002	054		

Business Unit Total: $83,502.95

03300: San Ysidro 2017-06-12

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000262 - C&M RELOCATION SYSTEMS INC.	14271787	52,125.00	289218	52,125.00	0000001839	37,232.16	0100	0000000	0000	7100	5800010	064		
0000000262 - C&M RELOCATION SYSTEMS INC.	14271787	52,125.00	289218	52,125.00	0000001839	14,892.84	0100	0000000	0000	7200	5800010	071		
0000000273 - ADRIANA GARCIA	14271788	142.85	MILEAGE	142.85		142.85	0100	0000001	0000	3900	5200002	012		
000289 - NORMA CAMPOS	14271789	225.66	REIMBURSEMENT	225.66		225.66	0100	6264000	1110	1000	5200003	061		
004752 - ARELY AMES	14271790	41.84	REIMBURSEMENT	41.84		41.84	0100	0000000	1110	1000	4300001	022		

Business Unit Total: $52,535.35

03300: San Ysidro 2017-06-14

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000051 - BLACKBOARD INC	14273211	19,363.68	1260696	19,363.68	0000001904	19,363.68	0100	0000000	0000	7700	5600005	067		
0000000092 - SCHOOLMATE	14273212	1,260.00	IN0004660 38	1,260.00	0000001697	1,260.00	0100	0000000	1110	1000	4300004	018		
0000000126 - SAN DIEGO CENTER FOR VISION	14273213	320.00	MAY 2017	320.00	0000001006	320.00	0100	6500000	5770	1190	5800010	054		
0000000180 - PILLSBURY WINTHROP SHAW PITTMAN LLP	14273214	4,725.90	8132652	4,725.90	0000001292	4,725.90	0100	0000000	0000	7200	5800002	071		
0000000206 - UNITED CEREBRAL PALSY ASSOCIATION	14273215	300.00	EVALUATI ON	300.00	0000001899	300.00	0100	6500000	5770	1190	5800010	054		
0000000240 - KAGAN PROFESSIONALDEV ELOPMENT	14273216	1,400.00	K88345	1,400.00	0000001795	1,400.00	0100	4035000	1110	1000	5200003	061		
0000000245 - OFFICESUPPLY.COM	14273217	2,454.88	2450062	2,454.88	0000001814	2,454.88	0100	0000000	0000	7200	4300011	071		
000044 - QUILL CORP.	14273218	439.56	7144786 & 7156677	439.56	0000001819	105.58	0100	0000000	0000	7100	4300011	064		
000044 - QUILL CORP.	14273218	439.56	7144786 & 7156677	439.56	0000001819	105.58	0100	0000000	0000	7100	4300011	064		
000044 - QUILL CORP.	14273218	439.56	7144786 & 7156677	439.56	0000001819	105.58	0100	0000000	0000	7100	4300011	064		
000044 - QUILL CORP.	14273218	439.56	7144786 & 7156677	439.56	0000001819	122.82	0100	0000000	0000	7100	4300011	064		
000069 - CITY TREASURER	14273219	21,184.94	MAY 2017	21,184.94	0000000196	21,184.94	0100	0000000	0000	8200	5500004	069		
000136 - WAXIE SANITARY SUPPLY	14273220	125.39	PO#1855	125.39	0000001855	9.60	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14273220	125.39	PO#1855	125.39	0000001855	16.12	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14273220	125.39	PO#1855	125.39	0000001855	35.02	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14273220	125.39	PO#1855	125.39	0000001855	64.65	0100	0300070	0000	8200	4300020	069		
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	517.73	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	517.73	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
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	517.73	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	573.07	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	654.96	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	1,018.51	0100	0000000	1110	1000	4300001	024		
000146 - LAKESHORE	14273221	4,971.77	3684600517	4,971.77	0000001761	1,172.04	0100	0000000	1110	1000	4300001	024		
000258 - PARADIGM HEALTHCARE SERVICES	14273222	605.41	SMAA005054	500.00	0000000405	500.00	0100	0490000	0000	3140	5800010	052		
000258 - PARADIGM HEALTHCARE SERVICES	14273222	605.41	33241	105.41	0000000395	105.41	0100	5640000	0000	3140	5800010	052		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	58.73	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	58.73	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	58.73	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	233.72	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	240.77	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	245.47	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	245.47	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	268.96	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	268.96	0100	0000000	0000	2420	4300006	022		
000273 - SCHOLASTIC , INC	14273223	1,980.21	15187686	1,980.21	0000001771	300.67	0100	0000000	0000	2420	4300006	022		
000432 - CURRICULUM ASSOC. INC.	14273224	5,689.22	90468567	5,689.22	0000001738	5,689.22	0100	0000000	1110	1000	4300001	025		
000506 - DION INTERNATIONAL TRUCKS INC	14273225	4,862.25	01SDW6051	4,862.25	0000001900	4,862.25	0100	8150000	0000	8100	5600005	070		
000535 - SCHOOL SPECIALTY	14273226	65.70	208118283670	65.70	0000001736	18.08	0100	0000000	1110	2700	5800010	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
000535 - SCHOOL SPECIALTY	14273226	65.70	208118283670	65.70	0000001736	47.62	0100	0000000	1110	2700	5800010	020		
000548 - NEXT DAY PRINTED TEES	14273227	204.59	75631	204.59	0000001895	204.59	0100	0300008	1110	1000	4300001	022		
000651 - CSBA	14273228	14,323.00	INV-32838-M8M4B4	11,768.00	0000001846	11,768.00	0100	0000000	0000	7100	5300000	063		
000651 - CSBA	14273228	14,323.00	INV-35269-L2HOM1	2,555.00	0000001898	2,555.00	0100	0000000	0000	7100	5300000	064		
000675 - ROYAL LINES	14273229	2,062.50	6043	2,062.50	0000001861	2,062.50	0100	0000000	1110	1000	5800018	020		
00069A - CITY TREASURER	14273230	8,964.98	1000196770	8,964.98	0000001893	8,964.98	0100	0000000	0000	7200	5800010	071		
001178 - SAN DIEGO COUNTY	14273231	1,648.58	099-013928	1,648.58	0000001788	366.35	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14273231	1,648.58	099-013928	1,648.58	0000001788	549.53	0100	0000000	0000	7550	4300050	073		
001178 - SAN DIEGO COUNTY	14273231	1,648.58	099-013928	1,648.58	0000001788	732.70	0100	0000000	0000	7550	4300050	073		
001527 - RANCHO SAN DIEGO NURSERY INC	14273232	972.00	495 - 496	972.00	0000001901	324.00	0100	0000000	1110	2700	4300027	012		
001527 - RANCHO SAN DIEGO NURSERY INC	14273232	972.00	495 - 496	972.00	0000001901	324.00	0100	0000000	1110	2700	4300027	022		
001527 - RANCHO SAN DIEGO NURSERY INC	14273232	972.00	495 - 496	972.00	0000001901	324.00	0100	0000000	1110	2700	4300027	024		
002043 - JONES SCHOOL SUPPLY CO., INC.	14273233	621.06	1503059	621.06	0000001906	621.06	0100	0300018	1110	1000	4300001	018		
002102 - A-Z BUS SALES, INC.	14273234	105.91	01P639132	105.91	0000000226	105.91	0100	0982000	0000	3600	4300060	074		
002227 - FRONTLINE TECHNOLOGIES GROUP	14273235	11,922.36	AESOP	11,922.36	0000001892	11,922.36	0100	0000000	0000	7200	5600005	062		
002283 - GOLDEN BOY MOBILITY	14273236	374.40	128684	374.40	0000001870	325.65	0100	0982000	0000	3600	4300060	074		
002283 - GOLDEN BOY MOBILITY	14273236	374.40	128684	374.40	0000001870	48.75	0100	0982000	0000	3600	5600005	074		
002300 - PRO ED	14273237	90.20	01067104	90.20	0000001798	90.20	0100	6500000	5770	1190	4300003	054		
002355 - I D TROPHIES & AWARDS	14273238	919.92	8111	919.92	0000001896	919.92	0100	0000000	1110	1000	4300001	022		

PO 0000012B2

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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
002580 - COOLE SCHOOL	14273239	2,720.00	170825	2,720.00	0000001696	40.00	0100	0000000	1110	1000	4300001	020		
002580 - COOLE SCHOOL	14273239	2,720.00	170825	2,720.00	0000001696	390.00	0100	0000000	1110	1000	4300001	020		
002580 - COOLE SCHOOL	14273239	2,720.00	170825	2,720.00	0000001696	2,290.00	0100	0000000	1110	1000	4300001	020		
002622 - COOPERATIVE ORGANIZATION FOR	14273240	2,050.00	0003243	2,050.00	0000001842	2,050.00	0100	0000000	0000	7200	5800010	062		
002689 - EPS/LITERACY & INTERVENTION	14273241	5,370.26	202501414870	5,370.26	0000001742	1,611.08	0100	0000000	1110	1000	4300001	024		
002689 - EPS/LITERACY & INTERVENTION	14273241	5,370.26	202501414870	5,370.26	0000001742	1,879.59	0100	0000000	1110	1000	4300001	024		
002689 - EPS/LITERACY & INTERVENTION	14273241	5,370.26	202501414870	5,370.26	0000001742	1,879.59	0100	0000000	1110	1000	4300001	024		
002722 - YMCA OF SAN DIEGO COUNTY	14273242	400.00	SPRING 2017 MIDDLE	400.00	0000001890	400.00	0100	0000000	1110	4200	5800010	024		
002770 - FLEETWASH INC	14273243	330.22	X-1057918	330.22	0000000562	330.22	0100	0982000	0000	3600	5600005	074		
002938 - PAR	14273244	867.24	834668	867.24	0000001790	68.04	0100	6500000	5770	1190	4300003	054		
002938 - PAR	14273244	867.24	834668	867.24	0000001790	76.68	0100	6500000	5770	1190	4300003	054		
002938 - PAR	14273244	867.24	834668	867.24	0000001790	155.52	0100	6500000	5770	1190	4300003	054		
002938 - PAR	14273244	867.24	834668	867.24	0000001790	567.00	0100	6500000	5770	1190	4300003	054		
003410 - ALPHA SMOG STATION	14273245	250.00	SMOG INSPECTIONS	250.00	0000001848	250.00	0100	8150000	0000	8100	5600005	070		
003529 - WESTERN GRAPHIX	14273246	190.99	48642	190.99	0000001916	190.99	0100	0982000	0000	3600	4300060	074		
003934 - ANYTIME SIGN SOLUTION, INC	14273247	288.15	25961	288.15	0000001877	144.08	2110	9010000	0000	8100	5800010	012		
003934 - ANYTIME SIGN SOLUTION, INC	14273247	288.15	25961	288.15	0000001877	144.07	2110	9010000	0000	8100	5800010	016		
004234 - PRO POWER	14273248	399.04	129455	346.67	0000001867	346.67	1200	6105000	8500	8200	4300020	076		
004234 - PRO POWER	14273248	399.04	133478	52.37	0000000264	52.37	0100	0000000	0000	8200	4300014	069		

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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
004578 - STAFF REHAB	14273249	2,400.00	SS-3521	2,400.00	0000000590	2,400.00	0100	6500000	5770	1190	5800010	054		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14273250	780.32	2105682A	780.32	0000001746	780.32	0100	0000000	1110	1000	4300001	024		
004732 - LEAL & TREJO APC	14273251	78,990.77	MARCH 2017	47,834.77	0000001882	7,287.77	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14273251	78,990.77	MARCH 2017	47,834.77	0000001882	14,764.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14273251	78,990.77	MARCH 2017	47,834.77	0000001882	402.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14273251	78,990.77	MARCH 2017	47,834.77	0000001882	3,913.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14273251	78,990.77	MARCH 2017	47,834.77	0000001882	21,468.00	0100	0000000	0000	7200	5800200	062		
004732 - LEAL & TREJO APC	14273251	78,990.77	MARCH iNV#16326	31,156.00	0000001915	31,156.00	0100	0000000	0000	7100	5800002	063		
004748 - THE MARKETBOARD PEOPLE	14273252	1,035.00	219191	1,035.00	0000001760	1,035.00	0100	0000000	1110	1000	4300001	020		
004765 - PLATINUM PARTY RENTALS	14273253	2,130.02	38375-5 38376-4 38377-3	2,130.02	0000001658	1,092.46	0100	0000000	1110	1000	5600001	012		
004765 - PLATINUM PARTY RENTALS	14273253	2,130.02	38375-5 38376-4 38377-3	2,130.02	0000001658	541.28	0100	0000000	1110	1000	5600001	018		
004765 - PLATINUM PARTY RENTALS	14273253	2,130.02	38375-5 38376-4 38377-3	2,130.02	0000001658	496.28	0100	0000000	1110	1000	5600001	020		
004774 - THINK TOGETHER	14273254	319,190.00	VAPA SERVICES	319,190.00	0000000696	319,190.00	0100	0000001	1110	1000	5800010	061		
004824 - EDTECH TEACHER, INC.	14273255	5,520.25	17-66	5,520.25	0000001824	1,025.25	0100	0000001	1110	1000	5800010	061		
004824 - EDTECH TEACHER, INC.	14273255	5,520.25	17-66	5,520.25	0000001824	4,495.00	0100	0000001	1110	1000	5800010	061		
004833 - SPARKLETTS	14273256	84.70	15231732 060117	84.70	0000000203	84.70	0100	0000000	0000	7200	5600005	071		
035370 - SUPERINTENDENT OF SCHOOLS	14273257	868.35	CUYAMA CA CAMP	868.35	0000001897	868.35	0100	0300020	1110	1000	5800017	020		

Business Unit Total: $535,823.72

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03300: San Ysidro 2017-06-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14273924	750.00	74481	750.00	0000001921	750.00	0100	0000001	1110	1000	5800010	061		
0000000274 - CHRISTOPHER BROWN	14273925	300.13	REIMBURSEMENTS	300.13		300.13	0100	0300020	1110	1000	4300001	020		
000146 - LAKESHORE	14273926	209.02	3810700617	209.02	0000001794	48.48	0100	6500000	5770	1190	4300001	054		
000146 - LAKESHORE	14273926	209.02	3810700617	209.02	0000001794	160.54	0100	6500000	5770	1190	4300001	054		
000258 - PARADIGM HEALTHCARE SERVICES	14273927	500.00	SMAA005126	500.00	0000000405	500.00	0100	0490000	0000	3140	5800010	052		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188133	3,682.01	0000001728	632.81	0100	3010000	1110	1000	4300001	018		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188133	3,682.01	0000001728	726.00	0100	3010000	1110	1000	4300001	018		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188133	3,682.01	0000001728	726.00	0100	3010000	1110	1000	4300001	018		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188133	3,682.01	0000001728	726.00	0100	3010000	1110	1000	4300001	018		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188133	3,682.01	0000001728	871.20	0100	3010000	1110	1000	4300001	018		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188148	2,714.26	0000001764	346.50	0100	0000000	1110	1000	4300001	012		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188148	2,714.26	0000001764	346.50	0100	0000000	1110	1000	4300001	012		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188148	2,714.26	0000001764	375.38	0100	0000000	1110	1000	4300001	012		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188148	2,714.26	0000001764	375.38	0100	0000000	1110	1000	4300001	012		
000273 - SCHOLASTIC , INC	14273928	6,396.27	M6188148	2,714.26	0000001764	1,270.50	0100	0000000	1110	1000	4300001	012		
000800 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	45.55	0100	0000000	1110	1000	4300001	022		
000800 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	48.77	0100	0000000	1110	1000	4300001	022		
000800 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	48.80	0100	0000000	1110	1000	4300001	022		
000800 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	53.64	0100	0000000	1110	1000	4300001	022		

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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
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	53.64	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	55.30	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	55.30	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1659	490.90	0000001659	129.90	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1810	1,598.69	0000001810	122.73	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1810	1,598.69	0000001810	1,475.96	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1780	130.21	0000001780	65.10	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1780	130.21	0000001780	65.11	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	6.59	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	12.55	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	24.05	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	27.20	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	28.25	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	31.17	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	51.28	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	55.46	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	59.63	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	66.53	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	75.27	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	77.92	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	112.98	0100	0000000	0000	7200	4300011	071		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	125.53	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1668	880.90	0000001668	126.49	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14273929	3,248.30	PO#1810	147.60	0000001810	147.60	0100	0000000	0000	2100	4300011	061		
001079 - PENSKE TRUCK LEASING	14273930	341.56	C059881418	208.99	0000001813	208.99	0100	8150000	0000	8100	5600001	070		
001079 - PENSKE TRUCK LEASING	14273930	341.56	C059881407	132.57	0000001813	132.57	0100	8150000	0000	8100	5600001	070		
001775 - STAPLES, INC.	14273931	1,386.32	1831558711	731.40	0000001841	731.40	0100	0000000	1110	1000	4300011	022		
001775 - STAPLES, INC.	14273931	1,386.32	18169317 51&18176 15621	570.54	0000001661	214.28	0100	0000000	1110	1000	4300001	022		
001775 - STAPLES, INC.	14273931	1,386.32	18169317 51&18176 15621	570.54	0000001661	356.26	0100	0000000	1110	1000	4300001	022		
001775 - STAPLES, INC.	14273931	1,386.32	65071&66 125	84.38	0000001885	64.91	0100	0000000	0000	2100	4300011	061		
001775 - STAPLES, INC.	14273931	1,386.32	65071&66 125	84.38	0000001885	19.47	0100	0000000	0000	7100	4300011	064		
002102 - A-Z BUS SALES, INC.	14273932	836.73	01P639199 & 01P639197	836.73	0000000226	836.73	0100	0982000	0000	3600	4300060	074		
002529 - GCR TIRES&SERVICE	14273933	172.00	832-43464	172.00	0000000518	172.00	0100	0982000	0000	3600	5600005	074		
002976 - FEDEX	14273934	56.80	5-829-58210	56.80	0000000460	56.80	0100	6500000	5001	3900	5900012	054		
003377 - SOUTHWEST SCHOOL & OFFICE	14273935	605.12	PINV0286379	605.12	0000001673	605.12	0100	0000000	0000	2100	4300011	061		
004794 - MARTHA MONTOYA	14273936	38.95	MILEAGE	38.95		38.95	0100	6500000	5001	3900	5200002	054		

Business Unit Total: $14,841.20

03300: San Ysidro 2017-06-16

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	57.91	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	86.86	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	170.13	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	822.85	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	822.85	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	1,392.52	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593782	6,338.59	0000001762	2,985.47	0100	0000000	1110	1000	4300001	012		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593689	1,921.80	0000001726	113.39	0100	3010000	1110	1000	4300001	018		
0000000031 - WILLIAM H. SADLIER, INC	14274736	8,260.39	0000593689	1,921.80	0000001726	1,808.41	0100	3010000	1110	1000	4300001	018		
0000000089 - BMR HEALTH SERVICES, INC	14274737	25,800.00	2336 & 2328	25,800.00	0000000409	25,800.00	0100	6500000	5001	3900	5800010	052		
0000000104 - LORRAINE ROWENA JOHNSON	14274738	1,293.20	MAY 2017	1,293.20	0000001399	1,293.20	0100	3327000	5770	1190	5800010	054		
0000000143 - DARCY MORALES MONGE	14274739	6,700.00	#8	6,700.00	0000001398	6,700.00	0100	6500000	5770	1190	5800010	054		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14274740	16,912.50	005260	11,700.00	0000001423	11,700.00	0100	6500000	5770	1190	5800010	054		
0000000212 - PIONEER HEALTHCARE SERVICES LLC	14274740	16,912.50	005314	5,212.50	0000001423	5,212.50	0100	6500000	5770	1190	5800010	054		
0000000245 - COLBI TECHNOLOGIES, INC	14274741	6,190.00	3263 & 3333	6,190.00	0000001853	1,190.00	2110	9010000	0000	8500	5800010	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
0000000243 - COLBI TECHNOLOGIES, INC	14274741	6,190.00	3263 & 3333	6,190.00	0000001853	5,000.00	2110	9010000	0000	8500	5800010	071		
000140 - SAM & ROSE STEIN EDUCATION	14274742	6,587.68	MAY 2017	6,587.68	0000000459	6,587.68	0100	6500000	5750	1180	5800009	054		
001161 - HOME DEPOT	14274743	547.31	HOME DP	547.31	0000000214	228.65	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14274743	547.31	HOME DP	547.31	0000000214	318.66	0100	8150000	0000	8100	4300007	070		
001183 - SCHOLASTIC READING CLUB	14274744	800.00	54276728 - 54276724-54276768	800.00	0000001556	200.00	1200	9024000	0001	1000	4300333	076		
001183 - SCHOLASTIC READING CLUB	14274744	800.00	54276728 - 54276724-54276768	800.00	0000001556	200.00	1200	9024000	0001	1000	4300333	076		
001183 - SCHOLASTIC READING CLUB	14274744	800.00	54276728 - 54276724-54276768	800.00	0000001556	200.00	1200	9024000	0001	1000	4300333	076		
001183 - SCHOLASTIC READING CLUB	14274744	800.00	54276728 - 54276724-54276768	800.00	0000001556	200.00	1200	9024000	0001	1000	4300333	076		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	30.20	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	88.12	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	88.12	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	100.79	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	170.19	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	390.17	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	390.81	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	451.32	0100	0000000	1110	4200	4300013	022		
001238 - GOPHER SPORT	14274745	3,522.57	9307543	3,522.57	0000001675	1,812.85	0100	0000000	1110	4200	4300013	022		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	1.02	0100	0000000	0000	7200	5600005	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
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.74	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.28	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.55	0100	0982000	0000	3600	5600006	074		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.28	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	2.49	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.55	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.55	0100	0000000	0000	7700	5600006	067		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	0.55	0100	0000000	0000	8100	5600006	069		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	10.07	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	15.24	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	16.44	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	15.79	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	16.72	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	19.67	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	8.40	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14274746	111.30	089373032	111.30	0000000730	1.96	1200	6105000	0001	1000	5600006	076		
003722 - PEARSON	14274747	135.00	10988188	135.00	0000001922	135.00	0100	6500000	5770	1190	4300003	054		
004571 - DOMTAR PAPER CO. LLC	14274748	7,822.65	1351883	5,689.20	0000001796	5,689.20	0100	0000000			9320000			
004571 - DOMTAR PAPER CO. LLC	14274748	7,822.65	1351569	2,133.45	0000001797	2,133.45	0100	0000000	1110	1000	4300001	020		
004603 - THE BATTERY PLACE	14274749	543.06	0207564	543.06	0000000357	543.06	0100	0982000	0000	3600	4300023	074		
004834 - VMA COMMUNICATIONS, INC.	14274750	10,910.00	MAY 2017	10,910.00	0000000389	10,910.00	0100	0000000	0000	7200	5800010	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
004901 - AGUILAR & ASSOCIATES	14274751	135,832.93	170601	135,832.93	0000001181	135,832.93	2110	9010000	0000	8500	6200003	071		

Business Unit Total: $231,968.59

03300: San Ysidro 2017-06-19

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000007 - CRYSTAL CLEAR GLASS & MIRROR	14275172	743.48	640 &644	743.48	0000000286	247.83	0100	8150000	0000	8100	4300007	070		
0000000007 - CRYSTAL CLEAR GLASS & MIRROR	14275172	743.48	640 &644	743.48	0000000286	495.65	0100	8150000	0000	8100	5600005	070		
0000000023 - ESTRELLITA	14275173	3,911.45	22304	3,911.45	0000001701	3,911.45	0100	3010000	1110	1000	4300001	016		
0000000143 - DARCY MORALES MONGE	14275174	1,275.00	#9	1,275.00	0000001398	1,275.00	0100	6500000	5770	1190	5800010	054		
0000000264 - ANNA GUILLOTTE	14275175	800.00	VDM MURALADV	800.00	0000001843	800.00	1300	5310000	0000	3700	5600005	085		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	11.96	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	14.71	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	18.79	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	36.97	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	41.34	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	49.46	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	51.68	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	78.93	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	88.62	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	106.63	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	110.34	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	112.84	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	113.27	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	134.09	0100	0000000	0000	8200	4300020	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
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	134.99	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	171.10	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	228.95	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	313.00	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14275176	2,839.10	PO#1818	2,839.10	0000001818	1,021.43	0100	0000000	0000	8200	4300020	020		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	18.40	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	20.45	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	20.46	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	35.81	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	40.94	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	51.17	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	51.17	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	51.17	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	57.30	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	61.40	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	73.61	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	81.38	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	94.13	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	122.82	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	152.52	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	173.00	1200	5210000	0001	1000	4300001	076		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	264.10	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	275.36	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	490.31	1200	5210000	0001	1000	4300001	076		
000146 - LAKESHORE	14275177	3,115.12	3684630617	3,115.12	0000001778	979.62	1200	5210000	0001	1000	4300001	076		
000445 - CONSTRUCTIVE PLAYTHINGS	14275178	118.50	5151994200	118.50	0000001389	59.25	1200	6105000	0001	1000	4300001	076		
000445 - CONSTRUCTIVE PLAYTHINGS	14275178	118.50	5151994200	118.50	0000001389	59.25	1200	6105000	0001	1000	4300001	076		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	1.02	0100	0000000	0000	7200	5600005	071		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.74	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.28	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.55	0100	0982000	0000	3600	5600006	074		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.28	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	2.49	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.55	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.55	0100	0000000	0000	7700	5600006	067		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	0.55	0100	0000000	0000	8100	5600006	069		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	10.07	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	15.24	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	16.44	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	15.79	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	16.72	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	19.67	0100	0000000	1110	1000	5600006	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
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	8.40	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14275179	111.30	056035016	111.30	0000000730	1.96	1200	6105000	0001	1000	5600006	076		
002682 - BENCHMARK EDUCATION COMPANY	14275180	7,603.12	322887	7,603.12	0000001695	450.46	0100	3010000	1110	1000	4300001	016		
002682 - BENCHMARK EDUCATION COMPANY	14275180	7,603.12	322887	7,603.12	0000001695	450.46	0100	3010000	1110	1000	4300001	016		
002682 - BENCHMARK EDUCATION COMPANY	14275180	7,603.12	322887	7,603.12	0000001695	450.46	0100	3010000	1110	1000	4300001	016		
002682 - BENCHMARK EDUCATION COMPANY	14275180	7,603.12	322887	7,603.12	0000001695	1,634.25	0100	3010000	1110	1000	4300001	016		
002682 - BENCHMARK EDUCATION COMPANY	14275180	7,603.12	322887	7,603.12	0000001695	1,901.68	0100	3010000	1110	1000	4300001	016		
002682 - BENCHMARK EDUCATION COMPANY	14275180	7,603.12	322887	7,603.12	0000001695	2,715.81	0100	3010000	1110	1000	4300001	016		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14275181	320.80	VALLEY I.	320.80	0000000238	320.80	0100	8150000	0000	8100	4300007	070		
003624 - SAN YSIDRO SCHOOL DISTRICT	14275182	3,170.00	RCF REPLENISHMENT	3,170.00		152.50	0100	0000000	1110	1000	4300001	022		
003624 - SAN YSIDRO SCHOOL DISTRICT	14275182	3,170.00	RCF REPLENISHMENT	3,170.00		152.50	0100	0000000	1110	1000	4300001	024		
003624 - SAN YSIDRO SCHOOL DISTRICT	14275182	3,170.00	RCF REPLENISHMENT	3,170.00		966.00	0100	0000000	1110	2490	4300060	052		
003624 - SAN YSIDRO SCHOOL DISTRICT	14275182	3,170.00	RCF REPLENISHMENT	3,170.00		359.00	0100	0000000	0000	7200	5200003	071		
003624 - SAN YSIDRO SCHOOL DISTRICT	14275182	3,170.00	RCF REPLENISHMENT	3,170.00		50.00	0100	0000000	0000	7100	5300000	064		
003624 - SAN YSIDRO SCHOOL	14275182	3,170.00	RCF REPLENIS	3,170.00		500.00	0100	0000000	0000	7200	5600005	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
DISTRICT			HMENT											
003624 - SAN YSIDRO SCHOOL DISTRICT	14275182	3,170.00	RCF REPLENISHMENT	3,170.00		990.00	0100	0000000	1110	1000	5800017	016		
004747 - PRINCIPAL'S EXCHANGE	14275183	410.40	1232	410.40	0000001786	205.20	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275183	410.40	1232	410.40	0000001786	205.20	0100	0000000	0000	2100	4300001	061		

Business Unit Total: $24,418.27

03300: San Ysidro 2017-06-20

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	113.67	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	118.91	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	175.51	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	219.34	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	265.85	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	322.99	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	335.42	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	347.84	0100	0000000	1110	4200	4300013	022		
0000000100 - ROGUE FITNESS	14275688	2,253.57	3374579	2,253.57	0000001770	354.04	0100	0000000	1110	4200	4300013	022		
0000000177 - CSM CONSULTING INC.	14275689	1,500.00	7449	1,500.00	0000001208	1,500.00	0100	0000000	0000	7700	5800010	071		
0000000239 - SKLZ	14275690	51.77	1145830	51.77	0000001851	51.77	0100	0000000	1110	1000	4300013	024		
0000000258 - ANDERSON'S IT'S ELEMENTARY	14275691	252.35	7104525	252.35	0000001747	38.99	0100	0000000	1110	1000	4300001	012		
0000000258 - ANDERSON'S IT'S ELEMENTARY	14275691	252.35	7104525	252.35	0000001747	146.88	0100	0000000	1110	1000	4300001	012		
0000000258 - ANDERSON'S IT'S ELEMENTARY	14275691	252.35	7104525	252.35	0000001747	6.00	0100	0000000	1110	1000	4300333	012		
0000000258 - ANDERSON'S IT'S ELEMENTARY	14275691	252.35	7104525	252.35	0000001747	60.48	0100	0000000	1110	1000	4300333	012		
0000000276 - CSUSB PR IPM	14275692	50.00	7REGISTRATION FEES	50.00	0000001911	50.00	0100	8150000	0000	8100	5200003	070		
0000000277 - SAFE SCHOOLS CONFERENCE	14275693	698.00	CONFERENCE	698.00	0000001914	698.00	0100	0000000	0000	7200	5200003	071		
0002[illegible] J&L PRO AUDIO, LLC	14275694	764.77	15964	764.77	0000001875	764.77	0100	0000000	1110	1000	5600001	022		

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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
000336 - MCGRAW-HILL	14275695	481.96	y797756338001	481.96	0000001727	481.96	0100	3010000	1110	1000	4300001	018		
000775 - REFRIGERATION SUPPLIES	14275696	2,641.47	RSD	2,641.47	0000000234	2,641.47	0100	8150000	0000	8100	4300007	070		
001102 - ORIENTAL TRADING COMPANY, INC.	14275697	188.89	684107762-01	188.89	0000001827	188.89	0100	0000000	0000	2100	4300011	061		
001383 - BUS WEST	14275698	4,762.47	BUS WEST	4,762.47	0000000278	631.54	0100	0982000	0000	3600	4300060	074		
001383 - BUS WEST	14275698	4,762.47	BUS WEST	4,762.47	0000000278	1,130.93	0100	0982000	0000	3600	4300060	074		
001383 - BUS WEST	14275698	4,762.47	BUS WEST	4,762.47	0000000278	3,000.00	0100	0982000	0000	3600	4300060	074		
001527 - RANCHO SAN DIEGO NURSERY INC	14275699	6,388.20	517	6,388.20	0000001932	6,388.20	0100	0000000	0000	8200	4300014	069		
001696 - BLICK ART MATERIALS	14275700	3,967.35	7741309 & 7795882	3,967.35	0000001749	1,109.50	0100	0000000	1110	4100	4300012	020		
001696 - BLICK ART MATERIALS	14275700	3,967.35	7741309 & 7795882	3,967.35	0000001749	2,857.85	0100	0000000	1110	4100	4300012	020		
003888 - STANLEY CONVERGENT SECURITY	14275701	427.00	14645246	427.00	0000001933	427.00	0100	8150000	0000	8100	5600005	070		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	9.19	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	10.21	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	12.22	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	14.81	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	15.32	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	16.25	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	18.37	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	18.90	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	19.38	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	26.55	0100	0000000	1110	1000	4300001	012		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1650	189.40	0000001650	28.20	0100	0000000	1110	1000	4300001	012		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1512	25.29	0000001512	18.16	0100	0000000	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1512	25.29	0000001512	7.13	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1592	779.35	0000001592	44.22	0100	0000000	1110	1000	4300006	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1592	779.35	0000001592	735.13	0100	0000000	1110	1000	4300006	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1682	444.79	0000001682	6.52	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1682	444.79	0000001682	175.31	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1682	444.79	0000001682	262.96	0100	0300020	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1595	242.08	0000001595	242.08	0100	0000000	1110	1000	4300011	025		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1730	138.32	0000001730	6.40	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1730	138.32	0000001730	11.28	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1730	138.32	0000001730	18.05	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1730	138.32	0000001730	31.53	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1730	138.32	0000001730	71.06	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1779	1,292.95	0000001779	1,292.95	0100	0000000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1775	554.75	0000001775	255.66	0100	3010000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1775	554.75	0000001775	299.09	0100	3010000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14275702	4,216.91	PO#1769	549.98	0000001769	549.98	0100	0000000	1110	4200	4300013	022		
00474 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1227	3,975.98	0000001931	484.88	0100	0000000	0000	2100	4300001	061		
00474 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1227	3,975.98	0000001931	1,163.70	0100	0000000	0000	2100	4300001	061		
00474 - PRINCIPAL'S	14275703	21,436.07	1227	3,975.98	0000001931	1,163.70	0100	0000000	0000	2100	4300001	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
EXCHANGE														
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1227	3,975.98	00000019 31	1,163.70	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1228	6,174.09	00000019 26	452.55	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1228	6,174.09	00000019 26	1,907.18	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1228	6,174.09	00000019 26	1,907.18	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1228	6,174.09	00000019 26	1,907.18	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1229	5,815.80	00000019 27	1,453.95	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1229	5,815.80	00000019 27	1,453.95	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1229	5,815.80	00000019 27	1,453.95	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1229	5,815.80	00000019 27	1,453.95	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1231	3,213.00	00000019 28	695.35	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1231	3,213.00	00000019 28	839.21	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1231	3,213.00	00000019 28	839.22	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1231	3,213.00	00000019 28	839.22	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1230	1,717.20	00000019 30	429.30	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1230	1,717.20	00000019 30	429.30	0100	0000000	0000	2100	4300001	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1230	1,717.20	0000001930	429.30	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1230	1,717.20	0000001930	429.30	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1226	540.00	0000001929	108.00	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1226	540.00	0000001929	216.00	0100	0000000	0000	2100	4300001	061		
004747 - PRINCIPAL'S EXCHANGE	14275703	21,436.07	1226	540.00	0000001929	216.00	0100	0000000	0000	2100	4300001	061		

Business Unit Total: $50,080.78

03300: San Ysidro 2017-06-21

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14276613	9,200.00	PLTW	9,200.00	0000001838	3,000.00	0100	4035000	1110	1000	5200003	061		
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14276613	9,200.00	PLTW	9,200.00	0000001838	3,100.00	0100	4035000	1110	1000	5200003	061		
0000000026 - SDSU RESEARCH FOUNDATION/PLTW	14276613	9,200.00	PLTW	9,200.00	0000001838	3,100.00	0100	4035000	1110	1000	5200003	061		
0000000047 - ALLIANCE ENGINEERING OF CALIFORNIA, INC	14276614	6,940.00	70785	6,940.00	0000000413	6,940.00	2110	9010000	0000	8100	5800010	064		
0000000078 - VECTOR USA	14276615	1,875.00	71135-70984-70985-70986	1,875.00	0000001891	250.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14276615	1,875.00	71135-70984-70985-70986	1,875.00	0000001891	375.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14276615	1,875.00	71135-70984-70985-70986	1,875.00	0000001891	375.00	0100	0000000	0000	7700	5600005	067		
0000000078 - VECTOR USA	14276615	1,875.00	71135-70984-70985-70986	1,875.00	0000001891	875.00	0100	0000000	0000	7700	5600005	067		
0000000123 - ROBERTO CARRILLO	14276616	167.78	REIMBURSEMENT	167.78		167.78	0100	4203000	4760	1000	5200003	061		
0000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14276617	12,885.93	IN676054 & IN676083	3,284.53	0000001944	3,284.53	0100	0000000	1110	1000	5600020	010		
0000000124 - MRC SMART TECHNOLOGY SOLUTIONS	14276617	12,885.93	IN685870 & IN685869	9,601.40	0000001943	9,601.40	0100	0000000	1110	1000	5600020	010		
0000000202 - NUMOTION	14276618	2,385.00	15078566	2,385.00	0000001369	370.00	0100	6500000	5770	1190	4300001	054		
0000000202 - NUMOTION	14276618	2,385.00	15078566	2,385.00	0000001369	445.00	0100	6500000	5770	1190	4300001	054		
0000000202 - NUMOTION	14276618	2,385.00	15078566	2,385.00	0000001369	720.00	0100	6500000	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
0000000202 - NUMOTION	14276618	2,385.00	15078566	2,385.00	0000001369	850.00	0100	6500000	5770	1190	4300001	054		
0000000263 - SERVICEMASTER BY RAPID RESPONSE	14276619	2,971.39	3867-17	2,971.39	0000001873	2,971.39	0100	8150000	0000	8100	5600005	070		
0000000281 - XEROX FINANCIAL SERVICES	14276620	18,629.32	818921 & 838999	18,629.32	0000001942	18,629.32	0100	0000000	1110	1000	5600020	010		
000124 - WILKINSON HADLEY KING &	14276621	5,475.00	20472	5,475.00	0000001903	5,475.00	0100	0000000	0000	7190	5800001	071		
000393 - ATTAINTMENT COMPANY, INC.	14276622	8,879.07	275664A	8,879.07	0000001732	8,879.07	0100	3010000	1110	1000	4300001	016		
000584 - SWEETWATER UNION HIGH	14276623	43,198.10	051817	43,198.10	0000001442	43,198.10	0100	6500000	5750	1180	5800009	054		
000809 - OFFICE DEPOT	14276624	426.39	PO#1810	426.39	0000001810	426.39	0100	0000000	0000	2100	4300011	061		
000902 - EFRAIN BURCIAGA	14276625	119.08	REIMBURSEMENT	119.08		119.08	0100	0300018	1110	1000	4300001	018		
001079 - PENSKE TRUCK LEASING	14276626	514.85	C060052835 & C060053497	514.85	0000001813	514.85	0100	8150000	0000	8100	5600001	070		
002453 - LAURA ENGLISH	14276627	96.36	REIMBURSEMENT	96.36		96.36	0100	0300477	1110	1000	4300001	016		
002976 - FEDEX	14276628	23.00	5-836-43617	23.00	0000000310	23.00	0100	0000000	0000	7200	5900012	071		
003497 - ROMEO DIACOSTA	14276629	298.84	MILEAGE	298.84		298.84	0100	6500000	5001	3900	5200002	054		
004212 - FRANCHISE TAX BOARD	14276630	338.33	EDTECHTEACHER 7%WITHHOLD	338.33		338.33	0100	0000001	1110	1000	5800010	061		
004218 - ALICIA MARISCAL	14276631	650.00	TR-HHP061417-59	650.00	0000001886	650.00	0100	8150000	0000	8100	5600005	070		
004568 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	81.87	0100	0000000	1110	4200	4300013	020		
004568 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	245.54	0100	0000000	1110	4200	4300013	020		
004568 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	328.10	0100	0000000	1110	4200	4300013	020		
004568 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	517.07	0100	0000000	1110	4200	4300013	020		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	517.09	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	603.36	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	638.85	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	710.99	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	1,249.85	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	1,301.39	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	2,370.48	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	3,875.63	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	5,882.67	0100	0000000	1110	4200	4300013	020		
004560 - US GAMES	14276632	30,476.48	900095164	30,476.48	0000001748	12,153.59	0100	0000000	1110	4200	4300013	020		
004589 - ESTHER VALLE	14276633	894.52	MAY MILEAGE	894.52		894.52	0100	6500000	5001	3900	5200002	054		
004727 - THE CITY LINK FOUNDATION	14276634	16,485.00	MAY SERVICES	4,565.50	0000001864	4,565.50	0100	0982000	0000	3600	5800018	074		
004727 - THE CITY LINK FOUNDATION	14276634	16,485.00	FEB, MAR, APRIL 2017	11,919.50	0000001874	11,919.50	0100	0982000	0000	3600	5800018	074		
004732 - LEAL & TREJO APC	14276635	45,665.28	APRIL 2017	45,665.28	0000001939	1,664.28	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14276635	45,665.28	APRIL 2017	45,665.28	0000001939	8,136.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14276635	45,665.28	APRIL 2017	45,665.28	0000001939	28,114.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14276635	45,665.28	APRIL 2017	45,665.28	0000001939	605.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14276635	45,665.28	APRIL 2017	45,665.28	0000001939	1,552.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14276635	45,665.28	APRIL 2017	45,665.28	0000001939	5,594.00	0100	0000000	0000	7200	5800200	062		
004820 - CABLE, PIPE & LEAK DETECTION,	14276636	420.00	31285-984603	420.00	0000001941	420.00	0100	8150000	0000	8100	5600005	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
004901 - AGUILAR & ASSOCIATES	14276637	57,271.78	170602	57,271.78	0000001876	271.78	2110	9010000	0000	8500	6100003	025		
004901 - AGUILAR & ASSOCIATES	14276637	57,271.78	170602	57,271.78	0000001876	57,000.00	2110	9010000	0000	8500	6100003	025		
CN331 - LAURA GASTELUM	14276638	258.94	MILEAGE	258.94		258.94	0100	0000000	0000	7200	5200002	071		

Business Unit Total: $266,545.44

03300: San Ysidro 2017-06-22

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000213 - ALFONSO V ERDMANN - BALTAZAR	14277478	180.00	0015 - 0013-0014	180.00	0000001948	180.00	0100	6500000	5770	1190	5800010	054		
000146 - LAKESHORE	14277479	13,721.35	3674580617	343.82	0000001757	343.82	0100	0000000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3684470617	1,216.68	0000001752	143.26	0100	0000000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3684470617	1,216.68	0000001752	490.11	0100	0000000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3684470617	1,216.68	0000001752	583.31	0100	0000000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	73.62	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	81.80	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	81.85	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	141.20	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	229.21	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	245.58	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	250.71	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	264.10	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	368.41	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	460.54	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	460.54	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	732.40	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	2,142.45	1200	9024000	0001	1000	4300001	076		
000146 - LAKESHORE	14277479	13,721.35	3684540617	8,010.62	0000001756	2,478.21	1200	9024000	0001	1000	4300001	076		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000146 - LAKESHORE	14277479	13,721.35	3674510617	716.43	0000001753	716.43	0100	0000000	1110	1000	4300001	016		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	19.40	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	19.40	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	20.43	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	20.43	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	51.13	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	102.32	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	102.32	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	127.90	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	143.26	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	153.49	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	153.49	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	153.49	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	173.96	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	194.44	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	194.44	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	194.44	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	204.68	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	255.85	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	281.49	0100	3010000	1110	1000	4300001	020		
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	358.22	0100	3010000	1110	1000	4300001	020		

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000146 - LAKESHORE	14277479	13,721.35	3674450617	3,433.80	0000001751	509.22	0100	3010000	1110	1000	4300001	020		
000273 - SCHOLASTIC , INC	14277480	1,108.01	15184778	506.67	0000001765	506.67	0100	0000000	1110	1000	4300001	024		
000273 - SCHOLASTIC , INC	14277480	1,108.01	15187677	601.34	0000001776	300.67	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC , INC	14277480	1,108.01	15187677	601.34	0000001776	300.67	0100	3010000	1110	1000	4300001	022		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90469389	2,080.12	0000001791	425.50	0100	6500000	5770	1190	4300003	054		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90469389	2,080.12	0000001791	1,654.62	0100	6500000	5770	1190	4300003	054		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	174.56	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	174.56	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	174.56	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	209.47	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	378.21	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	378.21	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	378.21	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	378.21	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	378.21	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	378.21	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	1,966.66	0100	3010000	1110	1000	4300001	016		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	1,966.66	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	2,042.29	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470082	11,398.50	0000001845	2,420.48	0100	3010000	1110	1000	4300001	016		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	69.82	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	81.46	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	81.46	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	104.74	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	122.19	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	907.69	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	1,047.33	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	1,089.22	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	1,256.80	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	1,256.80	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	2,220.34	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470084	10,541.97	0000001758	2,304.12	0100	0000000	1110	1000	4300001	012		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	0000001729	34.92	0100	3010000	1110	1000	4300001	018		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	174.56	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	174.56	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	174.56	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	174.56	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	174.56	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	209.47	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	529.48	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	1,739.73	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	1,815.37	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	1,966.66	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	2,269.22	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	3,211.82	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470083	16,396.59	00000017 29	3,747.12	0100	3010000	1110	1000	4300001	018		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470208	15,872.89	00000017 54	314.20	0100	0000000	1110	1000	4300001	024		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470208	15,872.89	00000017 54	3,141.99	0100	0000000	1110	1000	4300001	024		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470208	15,872.89	00000017 54	3,456.19	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
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470208	15,872.89	0000001754	3,665.66	0100	0000000	1110	1000	4300001	024		
000437 - CURRICULUM ASSOC. INC.	14277481	56,290.07	90470208	15,872.89	0000001754	5,294.85	0100	0000000	1110	1000	4300001	024		
00067A - SAN DIEGO GAS & ELECTRICT	14277482	20,353.00	SDGE	20,353.00	0000001947	8,885.00	2110	9010000	0000	8200	5500001	012		
00067A - SAN DIEGO GAS & ELECTRICT	14277482	20,353.00	SDGE	20,353.00	0000001947	11,468.00	2110	9010000	0000	8200	5500001	016		
000811 - PLAY WITH A PURPOSE	14277483	1,201.31	9316786	1,201.31	0000001937	1,201.31	1200	9024000	0001	1000	4400000	076		
001161 - HOME DEPOT	14277484	970.35	HOME DP	970.35	0000000214	970.35	0100	8150000	0000	8100	4300007	070		
001238 - GOPHER SPORT	14277485	195.91	9311222	195.91	0000001755	195.91	0100	0000000	1110	1000	4300001	024		
002990 - ULINE	14277486	149.06	57060957	149.06	0000001733	149.06	0100	0000000	1110	1000	4300011	025		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14277487	765.03	2105682B	765.03	0000001746	765.03	0100	0000000	1110	1000	4300001	024		
004747 - PRINCIPAL'S EXCHANGE	14277488	6,600.00	1239	6,600.00	0000001908	6,600.00	0100	3010000	1110	1000	5800010	025		

Business Unit Total: $101,534.09

03300: San Ysidro 2017-06-23

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000077 - AZTEC CONTAINER	14278308	2,456.70	11742	2,456.70	0000001785	2,456.70	0100	8150000	0000	8100	4400000	070		
0000000078 - VECTOR USA	14278309	9,316.00	70048	9,316.00	0000001253	9,316.00	0100	0000000	0000	7200	5800010	071		
0000000089 - BMR HEALTH SERVICES, INC	14278310	2,400.00	2341 & 2343	2,400.00	0000000409	2,400.00	0100	6500000	5001	3900	5800010	052		
001725 - SPINITAR/PRESENTATION PRODUCTS	14278311	1,197.61	358958	1,197.61	0000001835	60.12	0100	0000000	1110	1000	4300001	020		
001725 - SPINITAR/PRESENTATION PRODUCTS	14278311	1,197.61	358958	1,197.61	0000001835	139.51	0100	0000000	1110	1000	4300001	020		
001725 - SPINITAR/PRESENTATION PRODUCTS	14278311	1,197.61	358958	1,197.61	0000001835	139.51	0100	0000000	1110	1000	4300001	020		
001725 - SPINITAR/PRESENTATION PRODUCTS	14278311	1,197.61	358958	1,197.61	0000001835	214.61	0100	0000000	1110	1000	4300001	020		
001725 - SPINITAR/PRESENTATION PRODUCTS	14278311	1,197.61	358958	1,197.61	0000001835	321.92	0100	0000000	1110	1000	4300001	020		
001725 - SPINITAR/PRESENTATION PRODUCTS	14278311	1,197.61	358958	1,197.61	0000001835	321.94	0100	0000000	1110	1000	4300001	020		
002037 - PERMA BOUND PUB.	14278312	36,056.52	1734964-00	20,275.65	0000001735	20,275.65	0100	0000000	0000	2420	6300001	016		
002037 - PERMA BOUND PUB.	14278312	36,056.52	PO#1731	8,015.31	0000001731	1,385.72	0100	3010000	1110	1000	4300001	018		
002037 - PERMA BOUND PUB.	14278312	36,056.52	PO#1731	8,015.31	0000001731	6,629.59	0100	3010000	1110	1000	4300001	018		
002037 - PERMA BOUND PUB.	14278312	36,056.52	PO#1590	7,765.56	0000001590	7,765.56	0100	3010000	1110	1000	4300001	020		
002874 - ACSA	14278313	6,620.00	30662	6,620.00	0000001889	6,620.00	0100	4035000	1110	2700	5200003	061		
003589 - HENRY APONTE	14278314	21,252.61	10375 & 10374	21,252.61	0000001493	5,953.19	0100	0000000	1110	4100	4300012	022		
003589 - HENRY APONTE	14278314	21,252.61	10375 & 10374	21,252.61	0000001493	15,299.42	0100	0000000	1110	4100	4300012	022		
003722 - PEARSON	14278315	155.46	11206294	155.46	0000001958	73.12	0100	6500000	5770	1190	4300003	054		
003722 - PEARSON	14278315	155.46	11206294	155.46	0000001958	82.34	0100	6500000	5770	1190	4300003	054		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004678 - AMAZON.COM, INC.	14278316	273.25	PO#1828	226.15	0000001828	226.15	1200	9024000	0001	1000	4300001	076		
004678 - AMAZON.COM, INC.	14278316	273.25	PO#1829	47.10	0000001829	47.10	1200	9024000	0001	1000	4300001	076		
004747 - PRINCIPAL'S EXCHANGE	14278317	31,500.00	1238	31,500.00	0000000383	31,500.00	0100	3010000	1110	1000	5800010	061		
004858 - FLYERS ENERGY	14278318	1,760.34	17-475561& 17-480565	1,760.34	0000000287	1,760.34	0100	0982000	0000	3600	4300022	074		
03537A - SUPERINTENDENT OF SCHOOLS	14278319	2,895.07	CUY-884	2,895.07	0000001955	2,895.07	0100	0000000	1110	1000	5800017	018		

Business Unit Total: $115,883.56

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03300: San Ysidro 2017-06-26

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	14279016	20,239.25	MAY 2017	20,239.25	0000001479	20,239.25	0100	0000000	0000	7100	5800002	064		
0000000243 - COLBI TECHNOLOGIES, INC	14279017	2,975.00	3393	2,975.00	0000001853	2,975.00	2110	9010000	0000	8500	5800010	071		
0000000266 - STUDENT LAP TRACKER	14279018	1,810.23	01603	1,810.23	0000001919	1,810.23	0100	0000000	1110	4200	4300013	022		
000043 - PRUDENTIAL OVERALL	14279019	52.58	306604050-30665500	52.58	0000000417	52.58	0100	8150000	0000	8100	4300007	070		
000146 - LAKESHORE	14279020	742.86	PO#1938	742.86	0000001938	742.86	1200	9024000	0001	1000	4400000	076		
004858 - FLYERS ENERGY	14279021	454.09	17-489004	454.09	0000000287	454.09	0100	0982000	0000	3600	4300022	074		

Business Unit Total: $26,274.01

03300: San Ysidro 2017-06-27

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000086 - EUGENIA MARTINEZ	14279642	365.16	REIMBURSEMENT	365.16		365.16	0100	0000000	0000	7200	5200003	065		
0000000131 - FORENSIC ANALYTICAL CONSULTING	14279643	3,379.15	IVSD00437	3,379.15	0000001346	3,379.15	0100	8150000	0000	8100	5600005	070		
0000000268 - VOLLEYBALL MECCA	14279644	5,671.95	160026	5,671.95	0000001863	5,671.95	0100	0000000	1110	4200	4300013	022		
0000000271 - RAPTOR TECHNOLOGIES, LLC	14279645	1,600.00	77813	1,600.00	0000001913	1,600.00	0100	0000000	0000	8300	5800010	071		
0000000283 - ANTONIA LOPEZ	14279646	1,500.00	CLAIM	1,500.00		1,500.00	0100	0000000	0000	7200	5450000	071		
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		3,194.90	0100	0000000			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		226.16	0100	0000001			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		160.44	0100	0300020			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		22.97	0100	0300477			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		96.89	0100	3010000			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		645.12	0100	3010005			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		478.25	0100	6500000			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		36.83	0100	8150000			9510996			
000079 - STATE BOARD OF EQUALIZATION	14279647	4,941.00	USE TAX 2016-2017	4,941.00		79.44	1200	9024000			9510996			
000105 - REVOLVING CASH FUND,	14279648	470.93	PETTY CASH	470.93		164.08	0100	0000000	0000	7100	4300015	064		
000105 - REVOLVING CASH FUND,	14279648	470.93	PETTY CASH	470.93		198.85	1300	5310000	0000	3700	4300028	085		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000105 - REVOLVING CASH FUND,	14279648	470.93	PETTY CASH	470.93		108.00	0100	0000000	1110	2490	4300060	052		
000106 - CHEVRON U.S.A. INC.	14279649	4,273.25	750678215	4,273.25	0000000204	1,727.02	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14279649	4,273.25	750678215	4,273.25	0000000204	92.00	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14279649	4,273.25	750678215	4,273.25	0000000204	1,594.32	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14279649	4,273.25	750678215	4,273.25	0000000204	764.38	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14279649	4,273.25	750678215	4,273.25	0000000204	95.53	1300	5310000	0000	3700	4300022	085		
000370 - DUNN-EDWARDS CORP.	14279650	6,197.06	2068177294	6,197.06	0000001940	4,689.94	0100	8150000	0000	8100	4300007	070		
000370 - DUNN-EDWARDS CORP.	14279650	6,197.06	2068177294	6,197.06	0000001940	1,507.12	0100	8150000	0000	8100	4400000	070		
000385 - NASCO	14279651	1,108.37	471049	1,108.37	0000001935	39.81	1200	9024000	0001	1000	4300001	076		
000385 - NASCO	14279651	1,108.37	471049	1,108.37	0000001935	215.93	1200	9024000	0001	1000	4300001	076		
000385 - NASCO	14279651	1,108.37	471049	1,108.37	0000001935	368.02	1200	9024000	0001	1000	4300001	076		
000385 - NASCO	14279651	1,108.37	471049	1,108.37	0000001935	484.61	1200	9024000	0001	1000	4300001	076		
000535 - SCHOOL SPECIALTY	14279652	270.59	208118404724	270.59	0000001953	6.21	1200	9024000	0001	1000	4300001	076		
000535 - SCHOOL SPECIALTY	14279652	270.59	208118404724	270.59	0000001953	44.72	1200	9024000	0001	1000	4300001	076		
000535 - SCHOOL SPECIALTY	14279652	270.59	208118404724	270.59	0000001953	98.44	1200	9024000	0001	1000	4300001	076		
000535 - SCHOOL SPECIALTY	14279652	270.59	208118404724	270.59	0000001953	121.22	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	26.51	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	30.92	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	33.83	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	35.56	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	36.64	1200	9024000	0001	1000	4300001	076		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	48.60	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	53.01	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	62.20	1200	9024000	0001	1000	4300001	076		
000809 - OFFICE DEPOT	14279653	868.44	PO#1952	868.44	0000001952	117.09	1200	9024000	0001	1000	4300001	076		
001023 - WIRELESS PRO'S	14279654	24.84	130	24.84	0000000288	24.84	0100	8150000	0000	8100	4300007	070		
001510 - EWING IRRIGATION	14279655	6,852.73	EWING	6,852.73	0000001950	6,852.73	0100	0000000	0000	8200	4300014	069		
001570 - LORENA VARELA	14279656	95.28	REIMBURSEMENT	95.28		95.28	1200	6105000	0001	1000	4300015	076		
002016 - EDUCATIONAL DATA SYSTEMS	14279657	45.00	061722444	45.00	0000001960	45.00	0100	0000000	1110	3160	4300003	057		
002037 - PERMA BOUND PUB.	14279658	9,358.37	PO#1777	8,838.78	0000001777	8,838.78	0100	0000000	1110	1000	4300001	012		
002037 - PERMA BOUND PUB.	14279658	9,358.37	PO#1731	519.59	0000001731	519.59	0100	3010000	1110	1000	4300001	018		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	2.20	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	2.20	1200	9024000	0001	1000	4300001	076		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	3.66	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	3.88	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	5.50	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	5.50	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	8.08	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	10.34	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	10.47	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	21.96	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	23.65	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	24.57	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	24.57	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	24.57	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	25.80	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		

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06-30-17
DEC

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	27.02	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	30.82	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	52.37	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	64.43	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	77.58	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	93.10	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14279659	853.09	W174068	853.09	0000001951	148.70	1200	9024000	0001	1000	4300001	076		
003624 - SAN YSIDRO SCHOOL DISTRICT	14279660	1,701.48	RCF REPENISHMENT	1,701.48		1,413.48	0100	0000001	0000	8300	2200003	018		
003624 - SAN YSIDRO SCHOOL DISTRICT	14279660	1,701.48	RCF REPENISHMENT	1,701.48		288.00	0100	0000000	1110	2490	4300060	052		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14279661	2,172.24	2084551A & 208455ZB	2,172.24	0000001699	2,172.24	0100	0000000	1110	1000	4300001	020		
004678 - AMAZON.COM, INC.	14279662	3,639.63	PO#1949	3,639.63	0000001949	24.78	1200	9024000	0001	1000	4400000	076		
004678 - AMAZON.COM, INC.	14279662	3,639.63	PO#1949	3,639.63	0000001949	159.04	1200	9024000	0001	1000	4400000	076		
004678 - AMAZON.COM, INC.	14279662	3,639.63	PO#1949	3,639.63	0000001949	3,455.81	1200	9024000	0001	1000	4400000	076		
004866 - COTHRINE TRAINING SERVICES	14279663	6,411.00	04-3-17 - 06-29-17	6,411.00	0000001959	6,411.00	1200	9010000	0001	1000	5800010	076		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004897 - CHERYL E. LAWSON	14279664	1,050.00	03-07-17 to 06-26-17	1,050.00	0000001337	1,050.00	0100	6500000	5770	1190	5800010	054		

Business Unit Total: $62,849.56

03300: San Ysidro 2017-06-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000376 - MIRACLE RECREATION EQUIPMENT	14280671	13,406.25	782519	13,406.25	0000000896	13,406.25	0100	8150000	0000	8100	5600005	070		

Business Unit Total: $13,406.25

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $1,370.55 to help support and enrich our educational programs.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

Donations $1,370.55	Cash/Checks Only Donations Account	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

San Ysidro School District

2017-2018 DONATIONS

BOARD MEETING: JULY 13, 2017		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
Yvette Kline	District	N/A	$100.00	Used clothes
Box Tops for Education	OVH	$15.60	N/A	Miscellaneous
LifeTouch	OVH	$213.00	N/A	Picture Commission
AT&T	Sunset	$4.00	N/A	Instructional Supplies
Box Tops for Education	Sunset	$65.90	N/A	Instructional Supplies
Wells Fargo DoTopia	OVH	$50.05	N/A	Miscellaneous
LifeTouch	Willow	$922.00	N/A	Picture Commission

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

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

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

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

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

RECOMMENDATION:
Accept the Report of William's Complaints for the 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.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO COUNTY (BORDER VIEW FAMILY YMCA) FOR 2017 SUMMER PROGRAM - REVISED

BACKGROUND INFORMATION:
YMCA of San Diego County – Border View Family YMCA (YMCA) is a local community organization that is qualified and experienced in providing extended learning services. On May 30, 2017, the Governing Board approved YMCA as the provider for the 2017 Summer Extended Learning Program.

On June 8, 2017, the Governing Board approved the agreement with YMCA for the 2017 Summer Program. After careful review, the District and YMCA determined that revisions were required on the budget description page to reflect the proper distribution of the costs and fees. All other terms and conditions on original agreement dated June 9, 2017 remain the same.

RECOMMENDATION:
Approve/Ratify 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.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-17 & 2017-18 Budget? ☒ Yes ☐ No

Requisition #:

$85,000.00	ASES Supplemental & General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

OLD

Budget Description:

*Staffing Costs: • 300 students • 1:20 Ratio • 8:00AM - 12:30PM - 4.5 hours • Monday - Thursday, 4 days per week • Includes Director, Site Supervisor and Youth Leaders + payroll taxes, benefits, staff training and administration fees	$55,000
Program Supplies & Equipment	$15,000
Rec & Craft Supplies	$4,000
Apparel	$3,000
Printing	$1,000
Miscellaneous, Office & Other Supplies	$1,000
Mileage	$1,000

**To date, we are prepared and appropriately staffed to serve a total of 40 kids, 20 at each school. We are doing our best to recruit staff from other Y's that have not been assigned to day camp or other summer programs. We are also in consultation with our Corporate HR Recruiter to engage her assistance in our urgent need to secure additional staff. We want to provide a safe, structured, well organized, and high quality program for the children, families and the San Ysidro School District. As a result, we need more time to determine our staffing situation and determine if our staffing resources can accommodate a total of 300 children.*

NEW

Budget Description:

Staffing Costs:	$44,600
• 300 Students	
• 1:20 Ratio	
• 8:00AM – 12:30PM – 4.5 hours	
• Monday – Thursday, 4 days per week	
• Site Supervisor and Youth Leaders + payroll taxes, benefits, and staff training	
• Program Director + payroll taxes, benefits, and administrative fees (13%)	$10,400
Program Supplies and Equipment	$15,000
Rec. and Craft Supplies	$4,000
Apparel	$3,000
Printing	$1,000
Misc. Office and Other Supplies	$1,000
Mileage	$1,000
Total Costs	$80,000

Payment Terms: The YMCA will submit an itemized invoice to the District within 30 days of the conclusion of the program. The invoiced amount will be based on the total number of children registered at a cost per child of $267, not to exceed 300 children or $80,000.

Laws, Regulations and Accounting: The District will disclose to the YMCA at the commencement of this contract the sources of funds and any funding terms and conditions so that the YMCA may comply with paragraphs 4.5 and 4.6 of this agreement.

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH VECTORUSA FOR EXCHANGE 2010 MIGRATION OFFICE 365 PROJECT

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

Recently, the District has been experiencing technical difficulties with its Microsoft 2010 services, which affects the network, emails, calendars. etc. throughout the District. In efforts to correct this increasing problem, VectorUSA will implement the transition from the current Microsoft 2010 software to the new Office 365 environment on the new computers and laptops that were recently leased from Lenovo.

RECOMMENDATION:
Approve/Ratify 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.

☐ **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	
$9,600.00 (Amount)	General Fund (Name of funding source and/or location)	- (Funding account number)

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

Superintendent's Office Certification:

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

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

VRN-078910-002
June 12, 2017

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

Project
Exchange 2010 Migration
Office 365

Prepared For
San Ysidro School District

Prepared By
Vector Resources, Inc.

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1.0 Project Overview

2.0 Scope of Work
2.1 Professional Services

3.0 Project Parameters

Detailed Pricing

Terms and Conditions of Contract
(SignatureRequired)

1.0 Project Overview

1.1 Project Overview

VectorUSA is pleased to present the following proposal to San Ysidro School District ("client") for the Microsoft Exchange migration to O365 project located in San Ysidro, CA. This proposal includes:

-Specifications for the implementation of a new email system

This proposal was based on the information gathered from meetings, conversations and our past experience with similar projects. The proposal includes the furnishing of all materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified in this document.

1.2 Installation

VectorUSA will establish a project team comprised of individuals with knowledge and experience relevant to this project. An experienced project manager or project coordinator will head the project team to ensure that the project is on schedule and within budget.

In addition to the core project team, VectorUSA has over 400 employees with a full range of specialties who will assist on the project as needed. Among these employee resources are VectorUSA's quality control officials, who will visit the project site over the course of the project to ensure that the highest-quality installation practices are being used.

VectorUSA recommends that the client create its own project team prior to the project's start. This team will work together with Vector's team to determine the implementation schedule, establish policies and procedures, decide best methods to train and distribute information to client's staff members, resolve technical issues, device management and maintenance, and system maintenance.

1.3 Codes

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, BICSI Telecommunications Distribution Methods Manual (TDMM), BICSI Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

2.0 Scope of Work

2.1 Professional Services

VectorUSA will perform professional services to implement an hosted Microsoft Exchange via Office 365 environment.

As part of the services, VectorUSA will transition the existing Microsoft Exchange 2010 environment to the new Office 365 environment. The client is responsible for all servers, software, CALs, and other licensing, [i.e. E3, E5 licenses], etc. for the full implementation of the system. The client or others are responsible for patching and remediation of all servers outside of the Exchange servers in the scope of work below.

VectorUSA will perform an Exchange 2010 to Office 365 cutover migration for the District. This work includes migrating 3500 existing mailboxes (email, contacts, and calendar) to a District-provided Office 365 licensed environment using the Office 365 Setup wizard. VectorUSA will configure the domain and on-premise servers for the migration, assuming the servers and any necessary certificates/CAs are in place prior to migration. Following migration, VectorUSA will enable DirSync for AD / 365 credential synchronization.

Disovery: Check for prerequisites to ensure Office 365 migration (OS, data storage space, Domain, Exchange 2010 patching (if necessary), resource reservation)

- Planning and E-mail communications to mailbox holders
- Disabling unused accounts
- Execution of a pilot migration for a small subset of users (~50), including user communication and instructions, and temporary post-migration support
- Execution of the complete migration of Exchange 2010 mailboxes, public folders, and other components to Office 365.
- Decommission and remove all Exchange 2010 servers.
- Training of the District personnel to provide post-migration support after completion of the migration.

Update AD forest, scheme and test all dependencies and run testing for Office 365 communication.

Testing of the system will ensure Office 365 performs as configured, and all configuration, mailboxes, folders, etc. are migrated properly to the hosted environment.

VectorUSA is not responsible for ensuring unified messaging or other voice applications are integrated with the solution and is not responsible for client Outlook compatibility or remediating client desktops/end-points.

3.0 Project Parameters

3.1 Change Order

Any work that is added to or deleted from the original scope of this proposal, and which alters the original costs or completion date, must be agreed upon by both parties in the form of a written change order.

3.2 Delays

The client must provide five working days advance notice of any factor that will delay this project or VectorUSA will issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond VectorUSA's control will be addressed with a written change order.

3.3 Work Days/Overtime

The project work will be performed during VectorUSA's standard business hours of 7am-5pm, PST, Monday through Friday (except holidays). Work outside of standard business hours is available, but requires a written change order.

3.4 Access

VectorUSA has access to all areas required to perform the proposed scope of work in a timely manner.

3.5 Schedule

VectorUSA plans to implement this project in a continuous fashion. If any additional mobilization is required, as a result of a change (not caused by VectorUSA) in the project schedule, it will be addressed with a written change order.

3.6 Add & Delete

Any additional work requested outside of the SOW will be considered as separate work and addressed with a written change order. This proposal is not to be used as an "add & delete" schedule; it only applies to the work specified.

3.7 Defective Materials

If, due to problems with the existing hardware and/or materials provided by the client or other third parties, there is a delay and/or VectorUSA is unable to perform the work outlined in the SOW, it will be addressed with a written change order.

3.8 Data Circuits

It is the client's responsibility to ensure that data circuits are installed and operational in the communications room as needed. Time spent troubleshooting and correcting circuit issues will be addressed with a written change order.

3.9 Network Equipment

VectorUSA has based this proposal on the client's provision of all network switches/equipment. All network switches must be in place and operational prior to the cutover date.

In addition, the client's network equipment must meet the minimum standards set by the system's manufacturer.

3.10 Server(s)

Unless outlined otherwise in the proposal, VectorUSA has based this proposal on the client's provision of the server(s) with all server applications. The server(s) must meet the minimum standards set by the system's manufacturer.

3.11 PC/Laptop(s)

VectorUSA has based this proposal on the client's provision of the PC(s)/Laptop(s) for all application software, unless noted otherwise in the proposal. The PC(s)/Laptop(s) must meet the minimum standards set by the system manufacturer.

3.12 Taxes

Taxes are calculated and billed based on tax rates effective at the date of invoice.

3.13 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to: 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

3.14 Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

DETAILED PRICING

PROFESSIONAL SERVICES

		Quantity	Unit Cost	Material	Labor	Total
Sr. Systems Engineer		1	0.00	0.00	8,120.00	8,120.00
Project Management		1	0.00	0.00	900.00	900.00
Documentation		1	0.00	0.00	580.00	580.00
	Sub-Total			0.00	9,600.00	9,600.00
	Project Sub-Total			0.00	9,600.00	9,600.00
	Sales Tax					0.00
	Project Total					9,600.00

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

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

PAYMENT REQUIREMENTS

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

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

Job Total $9,600.00

Christie Lange
Vector Resources, Inc. dba VectorUSA Authorized Signature

6-12-2017
Date

ACCEPTANCE OF PROPOSAL

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

Authorized Signature

JUN. 14. 2017
Date

Jose Arturo Sanchez Macias
Print Name

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

BACKGROUND INFORMATION:
Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services have been provided at several schools based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. Commission is used at the discretion of the school principal.

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

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

Financial Implications? Are funds for this item included in the 2017-2018 Budget? Requisition #

☐ Yes ☒ No ☐ Yes ☒ No

Commission	School Donation Account	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

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

Gloria Gonzalez Photography
Company/Consultant

(619) 409-2027
Telephone Number

5317 Vista Santa Margarita, San Diego, CA 92154
Address

fotografiagloria@gmail.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: August 17, 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.

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

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

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	
Title:	Deputy 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
Gloria Gonzalez Photography	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	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 SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative *(Print)* _____

Signature _____ Date _____

gloria gonzalez
PHOTOGRAPHY

Monday, june 12th, 2017

EXHIBIT A

To whom it may concern,

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

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

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

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

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

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

gloria gonzalez
PHOTOGRAPHY

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

For this School cycle we have a few package proposals:

Christmas Package : The sessions are usually in the month of November.
1) calendar 6x10
2) 5x7's
2) 3.5X5
4) wallets
6) gift tags price: $25 dlls.

Spring Package: The sessions are usually taken in the month of February
1) 6x10
2) 5x7's
2) 3.5x5's
4) wallets Price: $25dlls.

Graduation Package: The sessions are usually taken in the month of May
1) 8x10
2) 5x7's
8) wallets
1) 6x12 Group Photo Price : $35 dlls.

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

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.
This year we will leave $5 dollars per package and $1 for each specialty item bought.

gloria gonzalez
PHOTOGRAPHY

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

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

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

Sincerely,
Gloria A. Gonzalez
of Gloria Gonzalez Photography

gloria gonzalez
PHOTOGRAPHY

San Ysidro School District
Schools Picture Dates

Christmas pictures 2017

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

Spring/Easter pictures 2018

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

Graduation pictures 2018

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

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

BACKGROUND INFORMATION:
On February 23, 2017, the Governing Board approved a 5-year agreement with MRC Smart Technology Solutions, a Xerox Company, to service and provide consumables for all the printers located throughout the District. Services include consumable supplies for all prints *(supplies, service calls, analyst support, and automatic toner shipments), inventory & labeling of equipment.*

After inventory was completed, it was determined that the number of printers is less; therefore, the monthly fixed rate has been adjusted saving the District an additional $4,224.00 annually.

Printers	Approximate Quantity	Monthly Fixed Rate Estimate	Estimated Annual Cost
Previous Rate	362	$4,800.00	$57,600.00
New Rate	340	$4,448.00	$53,376.00

RECOMMENDATIONS:
Approve/Ratify 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

$53,376.00	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

MRC Smart Technology Solutions
A Xerox Company

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

SERVICE AGREEMENT

AMENDMENT

CUSTOMER INFORMATION

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

RATE

BASE BILLING: ☐ MONTHLY OR ☐ QUARTERLY						
OVERAGE BILLING: ☐ MONTHLY OR ☐ QUARTERLY						
PRINTERS	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	FLAT
		COLOR			COLOR	
	MONTHLY BASE		$4,448.00			
MFP'S	MONTHLY PAGE ALLOWANCE	B/W		OVERAGE RATE	B/W	
		COLOR			COLOR	
	MONTHLY BASE					

SPECIAL BILLING INSTRUCTIONS
FLAT RATE/ No METERS. $12/bw $20 Color to add or remove
All consumables and service is included

METER COLLECTION METHOD: ☒ 360 APP ☐ EMAIL

AGREEMENT TERM: ☒ 60 MONTHS OR ☐ MONTHS

AUTHORIZATION

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

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

MRC
Smart Technology Solutions
A Xerox Company

SCHEDULE A = NEWLY ACQUIRED MACHINES FROM MRC

CUSTOMER NAME _ _____

NEWLY ACQUIRED EQUIPMENT FROM MRC							
ASSET ID	MODEL	SERIAL NUMBER	START METER BW	START METER CLR	LOCATION	NON-NETWORKED FLAT BASE
		TOTAL METERS				

_____ DATE

_____ CUSTOMER SIGNATURE

MRC
Smart Technology Solutions
A Xerox Company

SCHEDULE B = PRE-EXISTING CUSTOMER MACHINES

CUSTOMER NAME _ _____

PRE-EXISTING CUSTOMER EQUIPMENT							
ASSET ID	MODEL	SERIAL NUMBER	START METER BW	START METER CLR	LOCATION	NON-NETWORKED FLAT BASE
		TOTAL METERS				

_____ DATE

_____ CUSTOMER SIGNATURE

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR LOSS CONTROL SERVICES

BACKGROUND INFORMATION:
The District maintains a liability insurance program through Keenan & Associates (Keenan) to protect itself against claims and losses arising out of its day to day operations. To remain compliant with Certified Unified Program Agencies (CUPA), which requires that a Hazardous Materials Business Plan (HMBP) be submitted whenever hazardous materials are handled or stored, Keenan will perform certain loss control services as a compliment to its current insurance program. Keenan will update the existing HMBP with information related to hazardous materials inventories and reportable threshold quantities and will provide training on Hazard Communication or Chemical Hygiene annually during the term of this agreement (July 1, 2017 to June 30, 2020).

RECOMMENDATION:
Approve/Ratify the 3-year agreement with Keenan & Associates for Loss Control Services at a cost of $22,983.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

$22,983.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** ("Agreement") is made and entered into by and between **San Ysidro School District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2017** ("Effective Date").

RECITALS

A. Client maintains a liability insurance program ("Insurer") to protect itself against claims and losses arising out of its day to day operations;

B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.

C. Client desires Keenan to perform certain loss control services as a compliment to its Insurance program; and

D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

AGREEMENT

The parties agree as follows:

1. **TERM**

The term of this Agreement is from the **Effective Date** through **June 30, 2020** ("Termination Date").

2. **KEENAN'S RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Client elects and Keenan shall provide the loss control services ("Services") described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.

B. The Services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client's risk of loss. Keenan does not represent that the Services will identify every potential risk or hazard inherent in Client's business activities or existing on Client's premises. We are confident that Keenan's loss control services will help Client to promote a safer environment, but Keenan does not represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.

C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.

D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.

E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans.

F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.

G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

H. The Services provided to Client are non-exclusive and Keenan may provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

3. CLIENT'S DUTIES AND RESPONSIBILITIES

A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.

B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.

C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.

D. Keenan's Loss Control services are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or

secure standard inspection, maintenance and repair services for its facilities and equipment, including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. COMPENSATION

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. INSURANCE

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

(1) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.

(2) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(3) Professional Liability Insurance. Professional Liability Insurance with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

(4) Cyber Liability/Privacy Insurance. Cyber Liability Insurance with a Two Million Dollar ($2,000,000) limit of liability for each occurrence and a Two Million Dollar ($2,000,000) aggregate limit of liability.

6. INDEMNIFICATION

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential

damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.

B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. TERMINATION

A. This Agreement may be terminated upon the occurrence of any of the following events:

i. By either party upon the dissolution or insolvency of either party;

ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);

iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

iv. By the non-breaching party if a breach of this Agreement is not cured within sixty (60) days following receipt of written notice of the breach from the non-breaching party;

v. Upon sixty (60) days prior written notice to the other party of its intent not to renew this Agreement.

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all Services rendered through the date of termination.

10. SOLICITATION OF EMPLOYEES

During the Term, and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations or advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

11. PROPRIETARY INTERESTS

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. MARKETING

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. OTHER RELATIONSHIPS

A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.

B. Keenan and/or its affiliate may provide services for other entities that also provide services to and/or contract with Client's insurance program (e.g., insurers and reinsurers and/or other coverage providers) and to the extent that such services are provided, Keenan will be separately compensated for those services.

C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

14. CONFIDENTIALITY

A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term "Confidential Information" includes, without limitation, i) any information or data about a party's business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Clients employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party's Confidential Information except as is necessary for the performance of the Services.

B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party's Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.

C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. GENERAL

A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.

C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.

D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.

E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.

G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

San Ysidro School District			Keenan & Associates	
Signature:			Signature:	
By:			By:	Tara Schilling
Title:			Title:	Senior Vice President
Address:	4350 Otay Mesa Road		Address:	2355 Crenshaw Blvd., Ste. 200
	San Ysidro, CA 92173			Torrance, CA 90501
Telephone:	(619) 428-4476, ext. 3004		Telephone:	310-212-0363
Email:	arturo.macias@sysd.k12.ca.us		Email:	klocke@keenan.com
Attention:			Attention:	Kylie Locke

EXHIBIT A

Keenan's Services*

Keenan will provide the San Ysidro School District a Hazardous Materials Compliance Program to include:

- Hazardous Materials Inventory
- Access to web based SDS management tool
- Hazardous Materials Business Plan Update
- 1 Training Session per year

Hazard Materials Inventory (HMI)
The HMI is the core component of Keenan's Hazardous Materials Services. The HMI incorporates the latest in inventory technology in an effort to produce accurate, manageable hazardous materials data.

A Keenan HMI specialist will visit each owned/operated site where hazardous materials are stored. The HMI specialist will inventory all hazardous materials in the locations identified by the client at the time of the service.

Areas typically inventoried include, but are not limited to the following:

- Science
- Biology
- Chemistry
- Chemical storage
- Art
- Physics
- Jewelry
- Photography
- Ceramics
- Theater
- Wood shop
- Metal shop
- Auto shop
- Home economics
- Scene shop
- Grounds
- Print shop
- Pool
- Food service
- Transportation
- Warehouse
- Custodian storage
- Paint storage
- Waste storage

During the HMI process the Keenan HMI specialist will attach unique bar code labels to some hazardous materials containers. These unique labels increase the efficiency and accuracy of Keenan's inventory and reconciliation process. The labels are always applied in a manner that does not obstruct or interfere with any manufacturer labeling.

Whenever available, the following data will be collected for each inventoried hazardous material:

- Manufacturer name
- Chemical name
- Common name
- CAS number
- Container type
- Unit of measure
- Container size
- Number of containers
- Hazardous material type
- Acutely hazardous material
- DOT hazard class
- Pressure
- Physical state
- Unique or non-unique barcode

Upon completion of the field inventory, a comprehensive HMI report will be made available to Client through the Keenan P&C Bridge. The HMI report contains the following:

- Findings and recommendations related to hazardous conditions observed during the inventory and organized by priority (i.e. immediate, high, medium or low)
- An administrative review of the client's existing hazardous materials related programs
- A complete list of hazardous materials present at time of the inventory, organized in a three tier location hierarchy (i.e. district, site, area)
- A listing of any observed extremely hazardous substances (EHS)

Hazardous Materials Business Plan Update

Certified Unified Program Agencies (CUPA) or Participating Agencies (PA), require that a Hazardous Materials Business Plan (HMBP) be submitted whenever a client handles or stores hazardous materials, including hazardous wastes, in quantities greater than:

- 55 gallons of liquid
- 500 pounds of solid
- 200 cubic feet of compressed gas

HMBP must be submitted utilizing the California Environmental Reporting System (CERS) business portal or in some cases the local CUPA reporting portal. Keenan will provide assistance with updating the client's existing HMBP. The Keenan HMI specialist must first be provided with sign on access to the client's CERS business portal or local CUPA reporting portal. The Keenan specialist will update all information related to hazardous materials inventories and reportable threshold quantities. The client will be responsible for providing all other required HMBP information including, but not limited to:

- Names, addresses and phone numbers of operations personnel
- Names, titles and phone numbers of emergency response personnel
- Names, addresses and phone numbers of local emergency medical facilities
- Name and phone number of hazardous waste contractor
- Site maps showing all building & structure locations, evacuation routes, staging areas, interior roads, fire protection equipment and utility shut-offs
- Floor plans of buildings reportable quantities of hazardous materials are stored
- Underground and aboveground tank data
- Any other information specifically requested by the CUPA or PA.

Upon Client request, HMI data can be outputted in a Microsoft Excel file that is mapped to match the California Environmental Reporting System (CERS) required format. The HMI data can also be exported in a standard Microsoft Excel worksheet format.

Safety Data Sheet On-Line Management Tool

Upon completion of the field inventory and the HMI report, the client will be provided access to a web-based Safety Data Sheet (SDS) management tool. The SDS tool will be pre-populated with the client's HMI and the location data obtained during the most recent inventory. The SDS tool is typically updated in subsequent contract years through an automated sync process.

Clients have the option to scan and upload, attached as a PDF or download SDS from a robust repository. Keenan also makes every effort to pre-match as many SDS sheets as possible. Any pre-matched SDS will be automatically uploaded to the client's SDS tool during the automated sync process; however, Keenan makes no guarantee as to the percentage or quantity of SDS that will be pre-matched during the HMI and sync process. Clients are provided with an exception list which defines all inventoried hazardous materials that were not pre-matched during the sync process.

Clients have the ability to create virtual binders (collectives) in the SDS tool. Collectives can be useful when like-chemicals are found in multiple locations. Clients can also create secondary container labels, printable NFPA posters, and hard copy SDS through the management tool. Client access to the SDS tool will terminate 12 months following the expiration of the client's HMI contract.

Hazard Communication Training

Keenan will provide one session of Hazard Communication or Chemical Hygiene training upon request per year. The training can be customized to include the Hazard Communication Standard (employee right to understand) or the Chemical Hygiene Standard pertaining to laboratory employees. All training sessions cover the requirements of the standard, basic chemical safety in the workplace, control of chemical exposures and how to read and understand SDS.

- Minimize the possibility of misuse of chemicals that could lead to employee or student injury or property damage.
- Equip employees with the knowledge to work safely with chemicals
- Identify chemicals that might be replaced by a safer alternative
- Meet regulatory requirements for employee training

*The goal of Keenan's loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. While we are confident that Keenan's loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.

EXHIBIT B

FEE SUMMARY

Keenan's fee to provide the San Ysidro School District with the above-mentioned Hazardous Materials Compliance Program is **$22,983.00**.

An annual fee of **$7,661.00** will be invoiced upon receipt of the report.

During the term of the agreement, if new sites open or are closed, the fee will be adjusted accordingly.

Fee is based on the following sites:

- La Mirada Elementary School
- Ocean View Hills Elementary School
- Smythe Elementary School
- Sunset Elementary School
- Vista Del Mar Elementary School
- Willow Elementary School
- San Ysidro Middle School
- Maintenance, Operations, Transportation

Fee includes:

- Professional Time
- Preparation and Scheduling
- Travel Time
- Follow Up Analytical Report
- Clerical Support/Word Processing
- All Expenses Associated with Program

Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower. Keenan has the right to suspend performance of its Services if any balance remains unpaid for more than sixty (60) days from the date of the invoice.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AMENDMENT NO. 3 TO THE AGREEMENT WITH MICHAEL BAKER INTERNATIONAL

BACKGROUND INFORMATION:
Between 2011 and 2016, Michael Baker International (MBI) and their subconsultants have been implementing a vernal pool mitigation site within the City of San Diego ("City") Otay Mesa Vernal Pool Preserve ("Offsite Preserve"), as mitigation for the loss of vernal pools and federally- endangered San Diego fairy shrimp due to the construction of Vista Del Mar Elementary School.

The District was required to obtain permits and authorizations to implement a 5-Year Maintenance and Monitoring Program (MMP) for the vernal pool mitigation site, including annual reporting and coordination with agencies, which ended in December 2016. A final field meeting was completed on April 5, 2017, at which concurrence was obtained that all required performance standards have been achieved at the vernal pool mitigation site. With acceptance ("sign-off") of this mitigation site by the agencies involved, the post-MMP Perpetual Management Phase for the Offsite Preserve has been initiated.

Pursuant to the original contract with Michael Baker International, several documents were drafted for both the Offsite Preserve and the Onsite Preserve. The City of San Diego has indicated that they will be responsible for performing the perpetual management tasks identified in these documents for the Offsite Preserve. The San Diego Habitat Conservancy (SDHC) has been identified as the management entity for the Onsite Preserve. These documents must now be updated and finalized as part of the additional services associated with this Contract Amendment.

RECOMMENDATION:
Approve 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.

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

Financial Implications?	Are funds for this item available in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$78,285.00 (Amount)	General Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

EXHIBIT A
Contract Amendment 3
Scope of Services

Between 2011 and 2016, Michael Baker International (MBI) and our subconsultants have been implementing a vernal pool mitigation site within the City of San Diego ("City") Otay Mesa Vernal Pool Preserve ("Offsite Preserve"), as mitigation for the loss of vernal pools and federally-endangered San Diego fairy shrimp due to recent construction of Vista Del Mar Elementary School ("project"). This mitigation site was authorized in the project permits issued by U.S. Army Corps of Engineers (Corps), U.S. Fish & Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB), and as required in the CEQA Mitigation Monitoring and Reporting Program (MMRP) per the project's Final EIR adopted by the City. The regulatory agency permits for this mitigation requirement involve a federal Clean Water Act (CWA) Section 404 Individual Permit issued by the Corps, a Biological Opinion (BO) issued by the USFWS under Section 7 of the federal Endangered Species Act (ESA), and a CWA Section 401 Water Quality Certification issued by the RWQCB.

The above-listed permits and authorizations required the implementation of a 5-Year Maintenance and Monitoring Program (MMP) for the vernal pool mitigation site, including annual reporting and coordination with these agencies, which ended in December 2016. A final field meeting with these agencies was completed on April 5, 2017, at which concurrence was obtained from them that all required performance standards have been achieved at the vernal pool mitigation site according to the above-listed permits. With acceptance ("sign-off") of this mitigation site by the agencies, the post-MMP Perpetual Management Phase for the Offsite Preserve has been initiated.

In addition to the Offsite Preserve, the above-listed regulatory agency permits/authorizations and the CEQA MMRP require the establishment and setting aside of an approximate 5-acre open space preserve encompassing a natural canyon within SYSD ownership, adjacent to the north side of the new Vista Del Mar Elementary School ("Onsite Preserve"), as mitigation for project impacts to sensitive coastal sage scrub habitat used by the federally-threatened coastal California gnatcatcher.

Implementing documents which are required by the above-listed regulatory agency permits/ authorizations to initiate the Perpetual Management Phase for both the Offsite Preserve and Onsite Preserve include a Habitat Management Plan (HMP), Conservation Easement (CE), and Estimate for Long-term Management (ELM). The City has indicated they will be responsible for performing the perpetual management tasks identified in these documents for the Offsite Preserve. The San Diego Habitat Conservancy (SDHC) has been identified as the management entity for the Onsite Preserve[1]. Pursuant to our original contract, a draft HMP and ELM have been drafted for the Offsite Preserve; and a draft HMP, CE and ELM have been drafted for the Onsite Preserve. These documents must now be updated and finalized as part of the additional services associated with this Contract Amendment 3 request for both the Offsite Preserve and Onsite Preserve.

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[1] Any work related to repair of erosion or slope failures of the engineered fill for the landscaped manufactured slopes associated with the Del Sol Boulevard Extension along the south edge of the Preserve will be the responsibility of SYSD.

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The tasks below describe the additional scope of work necessary to commence the Perpetual Management Phases for both the Offsite Preserve and Onsite Preserve pursuant to the above-listed permits and CEQA MMRP:

Task 1 Agency Meetings, Coordination and Schedule

The scope of work for Task 1 will involve the following:

- Scheduling of and attendance at up to six meetings, including a field meeting with USFWS and the City to initiate the Perpetual Management Phase for the Onsite Preserve, as well as phone conferences and associated reporting, by the MBI Project Manager.
- Continued agency coordination and permit compliance assistance to SYSD ("Client") by the MBI Project Manager, including interpretation and clarification of applicable regulatory agency permit conditions and CEQA MMRP measures.
- Preparation and submittal of required documents to the agencies by the MBI Team to obtain necessary approvals and sign-off on regulatory agency permit conditions and CEQA MMRP measures.
- Preparation and submittal of a work plan matrix to the agencies by the MBI Project Manager detailing the sequence, timing and schedule to commence the Perpetual Management Phase for both Preserves.

Task 2 Documents to Initiate the Perpetual Management Phase: Offsite Preserve

The tasks below describe the additional scope of work necessary to commence the Perpetual Management Phase for the Offsite Preserve:

Complete HMP for Offsite Preserve. Based on agency direction provided via the meetings and coordination described above, MBI and our subconsultants Schaefer Environmental Services (SES) and SDHC will perform the following tasks:

- Prepare and submit an updated draft HMP per previous agency comments (in electronic format) for review and acceptance by the agencies, including practices consistent with the SANDAG San Diego Monitoring and Management Program (SDMMP) Management Strategic Plan (MSP). Long-term management measures will be consistent with City's management practices, policies and procedures.
- Prepare two electronic drafts of the HMP in response to two sets of agency review comments.
- Prepare the Final HMP to provide directives for management in perpetuity by the City.

Review CE for Offsite Preserve. The Offsite Preserve is within an existing CE for the City's West Otay Mesa Parcel B Vernal Pool Preserve, which is undergoing legal review by the agencies for the purpose of amending that CE to address their long-term conservation objectives for the SYSD vernal pool mitigation site. Based on direction provided via the meetings and coordination described above, MBI, SES, SDHC, and SDHC General Counsel will review and comment on the draft CE amendments to be provided by the agencies, assuming three review cycles

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(with drafts submitted in electronic format), and will work with all agencies to finalize the CE in conformance with the current Corps templates.

Complete ELM for Offsite Preserve. Based on agency direction provided via the meetings and coordination described above, MBI, SES and SDHC will perform the following tasks:

- Conduct a site visit to review existing conditions, adjacent land uses, and current activities, as well as to identify potential issues for the ELM assumptions.
- Prepare and submit an updated draft ELM (in electronic format) which will list all tasks required to implement the HMP for the Offsite Preserve in perpetuity, including: (1) administration and overhead costs, and total cost estimate for the City to fulfill the obligations of the HMP; and (2) conditions of approval in the above-listed regulatory agency permits/authorizations and the CEQA MMRP. The ELM will utilize a spreadsheet-driven endowment calculation program (similar to the Center of Natural Lands Management) based on current City Management Standards including: (1) Multiple Species Conservation Program (MSCP) preserve management measures consistent with City practices, policies, and procedures; (2) appropriate job positions and billing rates; and (3) rate of return[2]. Any discrepancies regarding duties outlined in the HMP will be addressed in the ELM. This scope assumes the City is an approved endowments manager based on approvals required by the regulatory agencies pursuant to SB 1048, and an approved endowment holder utilizing their cap rate, administrative rate, and other similar City requirements.
- Prepare two electronic drafts of the ELM in response to two sets of agency review comments, including the Final ELM.

Task 3 **Documents to Initiate the Perpetual Management Phase: Onsite Preserve**

The tasks below describe the additional scope of work necessary to commence the Perpetual Management Phase for the Onsite Preserve:

Complete HMP for Onsite Preserve. Based on agency direction provided via the meetings and coordination described above, MBI, SES and SDHC will perform the following tasks:

- Prepare and submit an updated draft HMP per previous agency comments (in electronic format) for review and acceptance by the agencies. In addition, the MBI Team will work with the USFWS and City to resolve issues associated with the City's desire to upgrade, maintain and dedicate an existing trail within the Onsite Preserve to maintain connectivity to its regional trail system, but which is prohibited by the BO. Therefore, this scope includes a review of the City's planned regional trail network relative to dedicating a portion of this trail network within the Onsite Preserve, and

[2] The City manages their own endowments and, therefore, applies a different rate of return than other endowment managers such as the San Diego Foundation.

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a site visit to confirm the feasibility of making such connections. This scope does not include the preparation of a separate Trail Management Plan which may be required by the City; rather, this scope assumes the preparation of such Plan and the perpetual management and maintenance of the trail within the Onsite Preserve will be conducted by the City.

- Prepare two electronic drafts of the HMP in response to two sets of agency review comments.
- Prepare the Final HMP to provide directives for management in perpetuity by SDHC.

Complete CE for Onsite Preserve. Based on agency direction provided via the meetings and coordination described above, MBI, SES and SDHC will perform the following tasks:

- Prepare and submit an updated draft CE per previous agency comments (in electronic format) for review and acceptance by the agencies. Since the Onsite Preserve is not subject to Corps regulations, the CE will be prepared pursuant to standards and agreements with the USFWS and SYSD.
- Prepare and submit a draft Operating Agreement (OA) (in electronic format) for review and acceptance by the agencies.
- This scope includes legal review of the updated draft CE and draft OA by SDHC General Counsel prior to submittal to agencies.
- Prepare two electronic drafts of these documents in response to two sets of agency review comments.
- Prepare the Final CE and OA to conserve the Onsite Preserve in perpetuity.

Complete ELM for Onsite Preserve. Based on agency direction provided via the meetings and coordination described above, MBI, SES and SDHC will perform the following tasks:

- Conduct a site visit to review existing conditions, adjacent land uses, and current activities, as well as to identify potential issues for the ELM assumptions.
- Prepare and submit an updated draft ELM (in electronic format) which will list all tasks required to implement the HMP for the Onsite Preserve in perpetuity, including: (1) administration and overhead costs, and total cost estimate for SDHC to fulfill the obligations of the HMP; and (2) conditions of approval in the above-listed regulatory agency permits/authorizations and the CEQA MMRP. The ELM will utilize a spreadsheet-driven endowment calculation program based on: (1) accepted preserve management measures consistent with industry-standard practices, policies, and procedures; (2) appropriate job positions and billing rates; and (3) rate of return[3]. Any discrepancies regarding duties outlined in the HMP

[3] Assumes the endowment fund will be held by The San Diego Foundation utilizing a capitalization rate of 4.25%. SDHC will receive and hold the Initial and Capital costs and the Emergency & Legal Defense Fund (equivalent to 4% of the endowment value).

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will be addressed in the ELM. Since the Onsite Preserve is not subject to Corps regulations, the ELM will be prepared pursuant to standards and agreements with the USFWS and the City.

- Prepare two electronic drafts of the ELM in response to two sets of agency review comments, including the Final ELM.

Task 4 Interim Monthly Maintenance: Offsite Preserve

The tasks below describe the additional scope of work for D&D Habitat Restoration, Inc. to continue the monthly maintenance activities at the Offsite Preserve, as requested by the Corps, until the finalization, approval and recordation of the perpetual management documents described in Task 3 above. For purposes of this scope of work, continuation of these services are assumed to be needed for up to 7 months, with the expectation that the perpetual management documents will be finalized before that time. Only the months of actual maintenance services completed will be invoiced to Client.

- Manual removal of exotics and weeds.
- Selective application of non-toxic herbicide to exotics and weeds in the upland coastal sage scrub areas (i.e., vernal pool watersheds), including 15-foot buffer area outside the surrounding restoration site fencing.
- Removal/hauling of any litter and maintenance-related debris to the D&D yard recycle dumpsters.
- Site photos during each maintenance visit, and submittal with monthly invoices.

Additional Services

Services that are not specifically identified herein as services to be performed by MBI or its subconsultants are considered "Additional Services" for purposes of this Contract Amendment 3. Client may request that MBI perform Additional Services; however, MBI is not obligated to perform such services unless another Contract Amendment has been fully executed setting forth the scope, schedule and fee for such services. In the event MBI performs Additional Services at the Client's request before receipt of such an executed Contract Amendment, Client acknowledges its obligation to pay for such services at MBI's standard rates, within 30 days of receipt of MBI's invoices.

Assumptions/Exclusions

The following additional services are not included in this scope, and if determined to be necessary, MBI will submit a contract amendment request for Client authorization prior to performing the work.

1. Client shall provide all available deed information for the Onsite Preserve including, but not limited to: a) Preliminary Title Report (excluding all other adjoining property proposed for development/site improvements) with plots of all easements (color-coded) and exceptions; b) most current Property Tax Bill (to determine if any districts encumber the property); and c) Contract Service Agreement (CSA) documentation (if applicable) pertaining to perpetual management and maintenance of the landscaped manufactured slopes associated with the Del Sol Boulevard Extension along the south edge of the Preserve, which will be the responsibility of SYSD.
2. Excludes the preparation of a separate Trail Management Plan as part of the HMP for the Onsite Preserve, which may be required by the City for the existing trail within this

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Preserve area. Assumes the preparation of such Plan and the perpetual management and maintenance of the trail within the Onsite Preserve shall be conducted by the City.

3. Excludes protocol surveys for special-status species and associated reporting.
4. Excludes preparation of environmental technical studies and CEQA documents.
5. Excludes any agency fees or deposits.
6. Continuation of the monthly maintenance activities at the Offsite Preserve beyond 7 months.

Exhibit A
Client's Initials_____

Michael Baker International	**San Ysidro School District**
Firm Name	Firm Name
Signature	Signature
Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date	Date
Telephone #	Board Approved

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EXHIBIT B
Contract Amendment 3
Fee Estimate

MBI will accomplish the scope of services in Exhibit A for the following fixed fees:

Task 1	Agency Meetings, Coordination and Schedule	$13,600
Task 2	Perpetual Management Documents: Offsite Preserve	27,830
Task 3	Perpetual Management Documents: Onsite Preserve	28,830
Task 4	Interim Monthly Maintenance: Offsite Preserve	4,025
	Subtotal	**$74,285**
	Expenses	**$4,000**
	Total	**$78,285**

Payment Provisions

Client agrees to compensate MBI for the services in Exhibit A within 30 days of receipt of MBI invoices. Progress invoices will be forwarded to the Client on a monthly basis, and will include fees earned for the billing period plus the cost of reimbursable expenses (e.g., reproduction, mileage, delivery) plus 10%.

The estimated fees in Exhibit B will apply until December 31, 2017. Due to ever-changing costs, MBI may increase that portion of the contract fee for which work remains to be completed after that date, with such adjustment based on the average percentage increase of the new rate schedule over the previous year and applied annually if the project extends beyond what would normally be considered a reasonable period.

Work will commence upon receipt of an initialed copy of these Exhibits by the Client for Contract Amendment 3.

Exhibit B
Client's Initials _____

MBI _____

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND FOR 2017-18 FISCAL YEAR

BACKGROUND INFORMATION:
Southern California Relief Regional Liability Excess Fund (SCR) Joint Powers Authority (JPA) is a non-profit member-owned and operated JPA providing risk management services to public schools. SCR JPA is managed by Keenan & Associates for the District's property and liability coverage.

RECOMMENDATION:
Approve/Ratify 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.

☒ **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	

$263,304.00	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:

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

PROFORMA

JULY 1, 2017 to JULY 1, 2018

ESTIMATED CONTRIBUTION /PREMIUM SUMMARY

ReLIEF COVERAGES		MEMBER RETAINED LIMIT/ DEDUCTIBLE	CONTRIBUTION/ PREMIUM
LIABILITY	$5,000,000 Limit Of Liability	$5,000	$216,734
PROPERTY	$250,250,000 Total Insured Values (TIV)	$5,000	$33,876
ELECTRONIC DATA PROCESSING EQUIPMENT	$1,000,000 Total Insured Values (TIV)	$250	$2,613
CRIME	$5,000,000 Employee Dishonesty/Faithful Performance	$2,500	$1,000
CYBER LIABILITY	$1,000,000 Security Breach Response Limit	$25,000	$717
EQUIPMENT BREAKDOWN	$100,000,000 Total Insured Values (TIV)	$1,000	$2,475
	SUBTOTAL PROGRAM COSTS		$257,415
EXCESS LIABILITY	$25,000,000 Excess Limit of Liability	$5,000,000	DECLINED
EXCESS LIABILITY	$50,000,000 Excess Limit of Liability	$25,000,000	DECLINED
	TOTAL PROGRAM COSTS		$257,415

LIABILITY		PROPERTY	
2015/2016 LOTTERY ADA	5,121	TIV:	$94,538,389
EX MOD. - RETAINED	104	EX MOD. - RETAINED	100

Service Team:

Gregory Trapp, Vice President

Sarah MacTaggart, Account Manager

California Association of Joint Powers Authorities — Accredited with Excellence

Run Date: 06/27/2017 08:50 AM

Report Date: 06/27/2017 08:50 AM

PROFORMA

JULY 1, 2017 to JULY 1, 2018

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

Latest Real Property Appraisal Date	05/18/2016
Next Real Property Appraisal Date	05/18/2021

-Program Costs	$ 257,415
-ReLiEF Admin Expense	$ 1,434
-ReLiEF UW/RM Reserve	$ 4,148
-WeTip	$ 307
-Total Program Costs	$ 263,304

Accepted by: _____

Authorized District Representative

Title: DEPUTY SUPERINTENDENT

Authorized District Representative

Witnessed by: _____

Gregory Trapp

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WILL BIND COVERAGE.

Keenan is compensated for the various services it provides in connection with the management and administration of Southern California ReLiEF (SCR), including general administration, financial processing, claims administration, loss control, reporting, marketing, underwriting, brokerage (reinsurance and other coverages) and reinsurance/insurance services. The compensation paid to Keenan is approved by the governing board of SCR and is included in the cost of member contributions. It is anticipated that the total compensation to be received by Keenan for these services for the 2017/2018 program year will not exceed 13.5% of total member contributions. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp.

California Association of Joint Powers Authorities — Accredited with Excellence

Run Date: 06/27/2017 08:50 AM

Report Date: 06/27/2017 08:50 AM

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PROTECTED INSURANCE PROGRAM (PIPS) FOR SCHOOLS JOINT POWERS AUTHORITY

BACKGROUND INFORMATION:
The Protected Insurance Program for Schools is a self insurance program that integrates risk transfer to reinsurers and risk retention by it's members. This unique structure provides catastrophic protection in excess of the 99% probability level. This JPA is the largest workers compensation JPA of it's kind in the United States. The PIPS JPA is comprised of more than 450 California Public Schools and Community Colleges and is managed by Keenan and Associates. The PIPS JPA provides improved coverage; fiscal stability, increased loss control support; a web-based data management tool and an on-line safety training program with more than 220 online trainings. These additional services are at no cost and are included in the PIPS JPA program.

The District's goal is to continue reducing the District's overall workers' compensation costs and to transfer the risk away from the District. This will eliminate the potential for a deficit and better protect the District's fiscal resources. In addition, it will provide risk management and loss control services.

RECOMMENDATION:
Approve/Ratify 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.

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

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

$833,380.00	All funding sources based on payroll	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

PIPS
The Protected Insurance Program for Schools Joint Powers Authority

PROTECTED INSURANCE PROGRAM FOR SCHOOLS JOINT POWERS AUTHORITY

Program Year July 1, 2017 - June 30, 2018
Deposit Renewal Rates

San Ysidro School District

The following Experience Modification Factors, Premium Rates, and Estimated Premium amounts are based on the PIPS Rates adopted by the Board of Directors, and the underwriting calculations completed in compliance with the Board Policy. These Premiums are deposit premium amounts and are subject to change upon final Payroll Audit after the program year's end.

2017-2018 Estimated Payroll:	$	34,745,920
2017-2018 Deposit Premium Rate:	$	2.3985
2017-2018 Balanced Experience Modification:		97.93%
2017-2018 Deposit Premium:	$	833,380

Notes:

These indicated, tentative rates cover all limits, terms and conditions provided by the reinsurer plus all services to be provided by the Program Manager including the administration of all claims incurred in the program year for seven years.

Disclosure Statement:

Keenan is compensated for the various services it provides in connection with the management and administration of the Protected Insurance Program for Schools & Community Colleges JPA ("PIPS"), including general administration, financial processing and reporting, loss control, marketing, underwriting, brokerage (reinsurance and other coverages) and claims administration (for seven years). The compensation paid to Keenan is approved by the governing board of PIPS each year and is included in the cost of member contributions. For the 2017/2018 program year, Keenan will be compensated at the rate of $0.52 per $100 of payroll based on the overall PIPS composite rate of $2.2830 per $100 of payroll, subject to modification for individual member experience. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract approved by the governing board of PIPS. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp

Accepted by:

Arturo Sanchez-Macias		6.27.17.
Signed By (Print Name)	**Client Signature**	**Date**

For: San Ysidro School District

License No. 0451271

Keenan

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SCHOOLS EXCESS LIABILITY FUND (SELF) JPA

BACKGROUND INFORMATION:
The School Excess Liability Fund (SELF) is a statewide joint powers authority providing excess workers' compensation and liability coverage to more than 1,000 California public educational agencies. SELF was formed in 1986 during the insurance crisis when schools were not able to obtain excess liability coverage. The District has been a member of SELF since 1991 when the Governing Board approved Resolution 00/01-3108.

The purpose of SELF is to establish, operate, and maintain programs of self-funding for excess liability, property, workers' compensation and other plans, approved by the Board, the function of said programs. Every year the District renews the Excess Liability services to better protect the District's fiscal resources. The prorated fees are based on the 2015-16 Lottery ADA and Fiscal Data Abstract.

RECOMMENDATION:
Approve/Ratify 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.

☒ **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	

$30,469.95	General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

0100-0000000-0000-7200-5450000-071

Excess Liability Invoice

Schools Excess Liability Fund
1531 "I" Street
Suite 300
Sacramento, CA 95814

DATE:	INVOICE #	DUE DATE:
6/15/2017	0717-3768379	7/1/2017

BILLING PERIOD: 7/1/2017 to 6/30/2018

TO: San Ysidro Elementary School District

4350 Otay Mesa Road
San Ysidro, CA 92173-1685
Attn: Dena Whittington

NOTES: XL: $5m Retention; $50m X $5m Coverage

SELF ID	District/Agency Name	Rate	ADA/FTEs [1]	Charge	District Total
3768379	San Ysidro Elementary School District	$5.95	5,121	$30,469.95	
					$30,469.95
			Totals:	**5,121**	**$30,469.95**

Total Due - Excess Liability: $30,469.95

Invoices are delinquent after 30 days and subject to a 1% penalty. Interest is calculated on the balance at 1% per month thereafter.

Footnotes:
1. ADA/FTE is based on the 2015/2016 Lottery ADA and Fiscal Data Abstract
2. Subject to minimum contribution
3. Prorated contribution

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION 2017-18

BACKGROUND INFORMATION:
The Medi-Cal Administrative Activities (MAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. MAA activities include: ▪ Medi-Cal outreach, ▪ Facilitating the Medi-Cal application, ▪ Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, ▪ Contracting for Medi-Cal services, ▪ Program planning and policy development, ▪ MAA coordination and claims administration, ▪ TCM coordination and claims administration, ▪ Training, and ▪ General administration.

The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. The cost implications will be 4.5% of MAA claims paid by the Department of Health Services, and $0.27/participant from July to September, and $0.54/participant from October to June.

RECOMMENDATION:
Approve 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.

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

Financial Implications?	Will funds be available for this item the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Varies	Special Education – Department of Health Services	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

AGREEMENT NUMBER 44316

SAN YSIDRO SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2017, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and

accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-based Medi-Cal Administrative Activities and wishes to participate in the School-based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2017, and ending on June 30, 2018, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended on the allowable "Program activities".

c. Certify to the STATE the availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.

d. Certify to the STATE that DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

f. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

g. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

h. As mandated by STATE, attend STATE trainings.

i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings.

j. On behalf of STATE, provide STATE approved training materials and updates to DISTRICT.

k. On behalf of STATE, provide program technical assistance.

l. Code all RMTS moments and make available to the DISTRICT its RMTS results.

m. Review and submit the Random Moment Time Survey (RMTS) quarterly invoice to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE.

n. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "B").

o. If necessary, assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from student data submitted by the DISTRICT.

p. Review DISTRICT'S quarterly invoice documents for accuracy and completeness and request corrections if necessary.

q. Review corrected documents for compliance with rules and regulations; work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

r. Provide DISTRICT access to STATE SMAA Appeal Process upon request.

s. Appeal DISTRICT decision or action through the STATE SMAA Appeal Process if necessary.

t. Monitor compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

u. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

c. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff perform SMAA activities and will participate in the Random Moment Time Survey (RMTS) and what direct charges, if applicable, will be claimed.

d. Certify to the SUPERINTENDENT and STATE the amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".

e. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

f. Certify to SUPERINTENDENT and STATE the availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

g. Certify to SUPERINTENDENT and STATE expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

h. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S

contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with the understanding that the total vendor fees cannot exceed fifteen percent (15%).

i. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

j. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

k. Respond to SUPERINTENDENT reviews with information and corrected documents upon request.

l. Work with SUPERINTENDENT to resolve any outstanding matters.

m. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

n. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

o. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per

time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-based Medi-Cal Administrative Activities (SMAA) Manual.

p. Develop and maintain at the DISTRICT an Operational Plan/Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Position Descriptions/Duty Statements.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

q. Prepare and certify School-based MAA invoices to the LEC in conformance with STATE requirements and timelines.

r. Provide SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

s. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement Number 44316 and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books,

documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

t. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the

performance of this AGREEMENT. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the

records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm readers and microfilm printers, etc.

u. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed

hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

v. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

w. Ensure no duplicative billings.

x. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

y. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

z. If necessary, provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

aa. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-based Medi-Cal Administrative**

Activities (SMAA) District Information 2017-2018 form, Appendix "A", the School-based Medi-Cal Administrative Activities (SMAA) Service Fee Information 2017-2018 form, Appendix "B" and Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein.

4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5.0 FEE SCHEDULE.

a. State RMTS Software Platform Fee. DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Survey. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees as described in the

School-based Medi-Cal Administrative Activities (SMAA) Service Fee Information 2017-2018 form, Appendix "B", attached hereto and incorporated by reference herein.

b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements. LEC fee will include DISTRICT'S share of the STATE Participation Fee, which is based on the STATE'S cost for administering the SMAA claiming process.

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, an additional two percent (2.0%) will be added to the LEC Fee percentage mentioned in 5.b.1 above, but billed

separately. SUPERINTENDENT will provide Optional Services upon written request of DISTRICT (See Appendix "B").

c. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-based Medi-Cal Administrative Activities (SMAA) District Information 2017-2018 form, Appendix "A", the School-based Medi-Cal Administrative Activities (SMAA) Service Fee Information 2017-2018 form, Appendix "B" and Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein.**

6.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes full responsibility for the

acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all Federal, STATE and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to SUPERINTENDENT'S employees.

8.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

9.0 HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the term of this AGREEMENT.

b. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this AGREEMENT.

10.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data

file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to

DISTRICT arising from the denial of any request for reimbursement from the STATE.

13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "C", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, STATE or local) transaction or contract under a public transaction; violation of Federal or STATE antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services

(DHCS) may terminate this AGREEMENT for cause or default.

17.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

18.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

19.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

21.0 NOTICE. 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 or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a

subsequent similar act from again constituting a violation of such term or condition.

23.0 SEVERABILITY. If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

24.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

25.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: SAN YSIDRO SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Administrator
DATE: _____	DATE: April 28, 2017
_____ FEDERAL IDENTIFICATION NUMBER	

San Ysidro SD(44316)-MAA 2017-2018-Rev 042817
ZIP4

12B.14
Page 25 of 30

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2017-2018

1. DISTRICT/SCHOOL

District/School Name _____ *County* _____

Claiming Unit: _____
If different than name above.

2. DISTRICT SMAA COORDINATOR

Name _____ *District Job Title* _____

Street Address _____ *City, State, Zip* _____

Mailing Address (if different than street address) _____ *City, State, Zip* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

☐ Check box for this person to be included in RMTS system.

3. SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name _____ *District Job Title* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

☐ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT

Name _____ *District Job Title* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

☐ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2017-2018

(b) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT

Name _____ *District Job Title* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

☐ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name _____ *District Job Title* _____

Phone (please include extension) _____ *Fax* _____ *Email* _____

☐ Check box for this person to be included in communications.

☐ Check box for this person to be included in RMTS system.

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Company Name _____

Contact _____ *Contact Job Title* _____

Mailing Address _____ *City, State, Zip* _____

Phone _____ *Fax* _____ *Email* _____

PRINTED NAME OF PERSON FILLING OUT FORM _____ **JOB CLASSIFICATION TITLE** _____

DATE _____

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
SERVICE FEE INFORMATION
2017-2018

State RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). The original contract term was for a period of three years ending September 30, 2017 and has been extended one year to conclude September 30, 2018. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

Quarter	Monthly Rate/Participant
Q1: July - September	$0.27/participant/month
Q2: October – December	$0.54/ participant/month
Q3: January – March	$0.54/ participant/month
Q4: April – June	$0.54/ participant/month

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. Also, if needed, the

SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage".

SUPERINTENDENT'S OPTIONAL SERVICES Fee

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
☐ YES	☐ NO	July 1, 2017 – June 30, 2018

_____ _____

Name Date

_____

District Name

Appendix C

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH EDUCATIONAL BASED SERVICES FOR 2017-2018 SCHOOL YEAR

BACKGROUND INFORMATION:
Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem solving weaknesses, listening comprehension difficulty and such.

Educational Based Services (EBS), a non-public agency, will be providing speech services for more than 60 students who receive special education services per their Individualized Education Programs (IEPs) for the 2017-2018 school year in order to meet federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

Cost implication will be $74.00 per hours x 180 Days (8 hours per day) = $106,560.00

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$106,560.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

LEA: San Ysidro School District Nonpublic: Educational Based Services

2017-2018
San Diego County Nonpublic Master Contract

Directions:

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

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

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

LEA: San Ysidro School District Nonpublic: Educational Based Services

2017-2018
Nonpublic Master Contract

Main Document

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

San Diego County Nonpublic Master Contract
Main Document

2017-2018

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San Diego County Nonpublic Master Contract
Main Document

2017-2018

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR **2017-2018**

This Master Contract is made and entered into

this 14th day of July, 2017 between the

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

hereinafter sometimes referred to as the "LEA," and

Educational Based Services
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

The term of this Master Contract shall be from July 14, 20 17 to June 30, 20 18.

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
J. Arturo Sanchez Macias, Deputy Superintendent Name/Title	Steve Benner, Special Education Coordinator Name/Title
San Ysidro School District Local Education Agency	Educational Based Services Nonpublic School
4350 Otay Mesa Rd Address	200 Skiles Boulevard Address
San Ysidro / CA / 92173 City / State / Zip	West Chester / PA / 19382 City / State / Zip
(619) 428-4476 x 3004 Phone	(800) 578-7906 x301 Phone
(619) 428-6473 Facsimile	(800) 858-9526 Facsimile
arturo.macias@sysd.k12.ca.us Email Address	Steve.Benner@ebsschools.com Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services.

for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 14, 2017 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE:_____
Authorized Representative Signature

Steve Benner, Special Education Coordinator
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

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

LEA Board Approval DATE:_____

2017-2018
Nonpublic
Master Contract

Appendix B: Agencies

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2017-2018

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Educational Based Services

The CONTRACTOR NUMBER: 2A-PA-001

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

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	74.00	hour
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services – Credentialed (445)		
Assistive Technology Services - Classified (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		

Occupational Therapy (450) – Certified OT Assistant		
Occupational Therapy (460) - Assessment		
Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Behavior Intervention Services (535)		
Behavior Intervention Services (535) - Supervision		
Behavior Intervention Services (535) – Other Provider/Beh.Tech		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		

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

NOTES:

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

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Steve Benner, Special Education Coordinator
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Educational Based Services

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of all students with speech services,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 7 - 201 8 Contract Year.

Anticipated Student Start Date: August 17, 2017.

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

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

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

_____ _____
Signature Date

J. Arturo Sanchez Macias, Deputy Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Steve Benner, Special Education Coordinator
Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

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

This agreement is effective on _____or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic Agency _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)$ _____

1. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-		-DISTRICT-	
_____		_____	
(Name of Nonpublic Agency)		(Name of School District)	
_____		_____	
(Signature)	(Date)	(Signature)	(Date)
_____		_____	
(Name and Title)		(Name of Superintendent or Authorized Designee)	

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL FOR 2017-2018 SCHOOL YEAR

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

Students who reside within the District boundaries may be recommended to attend Aseltine School, a State certified nonpublic school in San Diego, during 2017-2018 school year. The contract will allow District students to attend Aseltine School subject to the approval of the Governing Board for the Individual Service Contract. The cost implications are $119,296.00 as described below:

- $205.57 per diem (all inclusive) x 210 days = $43,169.70 per student x 2 students = $86,339.40
- Related Services: $26,790.00
- Summer Enrollment for exiting student from NPS program: $6,167.10

RECOMMENDATION:
Approve/Ratify 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.

☐ **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	
$119,296.50 (Amount)	Special Education (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

LEA: San Ysidro School District Nonpublic: Aseltine School

2017-2018
San Diego County Nonpublic Master Contract

Directions:

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

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

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APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2017-2018
Nonpublic Master Contract

Main Document

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

San Diego County Nonpublic Master Contract
Main Document

2017-2018

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San Diego County Nonpublic Master Contract
Main Document

2017-2018

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR **2017-2018**

This Master Contract is made and entered into

this 1st day of July, 2017 between the

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

hereinafter sometimes referred to as the "LEA," and

Aseltine School
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2017-2018

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

The term of this Master Contract shall be from July 1, 20 17 to June 30, 20 18.

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;
(5) Restrictive interventions which employ a device or material or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by

trained personnel as a limited emergency intervention pursuant to subsection (i) of Ed Code Section 56521.2 (a) (5)
(6) Locked seclusion, except pursuant to subsection (i)(4)(A) of Ed Code Section 56521.2 (a) (6)
(7) Any intervention that precludes adequate supervision of the individual; and
(8) Any intervention which deprives the individual of one or more of his or her senses.

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:

J. Arturo Sanchez Macias, Deputy Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro	CA	92173
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

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

Notices to the CONTRACTOR shall be addressed to:

Florida May Padilla, Excutive Director
Name/Title

Aseltine School
Nonpublic School

4027 Normal St
Address

San Diego	CA	92103
City	State	Zip

(619) 296-2135
Phone

(619) 296-3013
Facsimile

chancock@aseltine.org
Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

Not later than the effective date of this contract, the CONTRACTOR shall provide the LEA with satisfactory evidence of insurance. The insurance maintained by CONTRACTOR shall include a provision for the insurance provider to send written notice of cancellation or modification to the CONTRACTOR at least 30 calendar days before cancellation or adverse material change, or 10 days for nonpayment of premium. Such CONTRACTOR'S insurance may contain the same notice requirement for the LEA. If the insurance provider is only required to send such notice to the CONTRACTOR (but not the LEA) CONTRACTOR shall provide the LEA written notice of cancellation or adverse material modification within one business day after receiving such notice from the insurer. Such notice shall be provided pursuant to Section 2.3 (Notices) of this contract. The CONTRACTOR shall at its own cost and expense procure and maintain insurance under the applicable state's Workers' Compensation laws. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this contract.

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

CONTRACTOR and LEA shall comply with all applicable federal and state laws and regulations related to Due Process and the rights of students and parents.

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

Either the LEA or the CONTRACTOR may terminate this Master Contract for cause as set forth in EC section 56366(a)(4), with twenty (20) days written notice pursuant to Section 2.3 of this contract, or immediately if the CONTRACTOR and LEA mutually agree that there are significant health or safety concerns. Cause shall include but not be limited to non maintenance of current nonpublic school certification, failure of either the LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or material breach of the contract by CONTRACTOR or LEA. To terminate the contract either party shall give a minimum of 20 days written notice pursuant to the provisions of Section 2.3 (Notices) of this contract. Upon termination, the LEA shall pay within 45 days, without duplication, for all services performed and expenses incurred to date of termination according to the provisions set forth in Schools Document Section 4.1, Agencies Document Section 5.1 (Rate Schedule) and Main Document Section 4.1 (Billing and Payment) of this contract. CONTRACTOR shall provide to the LEA the IEP/IFSP and all related documents in its possession or under its control pertaining to its services.

for all pupils of the LEA who were receiving services from the CONTRACTOR in accordance with applicable state and federal laws regarding student records.

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

SECTION 5: SIGNATURES

This Nonpublic Master Contract 2017-2018, including its component parts, may be signed in counterparts and the signatures may appear on separate signature pages. A copy and/or original, with all signatures attached, shall be deemed a fully executed document. A facsimile version of any party's signature shall be deemed an original. The parties hereto have executed this Contract by and through their duly authorized agents or representatives as indicated by their signatures.

This contract is effective on July 1, 2017 and terminates at 5:00 p.m. on June 30, 2018 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

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

LEA Board Approval DATE:_____

2017-2018
Nonpublic
Master Contract

Appendix A: Schools

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2017-2018

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Unexcused Absences

If a pupil's absences exceed more than ten days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

b. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

e. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

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

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $205.57

2) Related Services

SERVICE	RATE	PERIOD/HRLY/DAILY
Intensive Individual Services (340)	$19.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services - Credentialed (445)		
Assistive Technology Services – Classified (445)		
Assistive Technology Services Assessment (445)		

Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	included	
Counseling and Guidance (515)	included	
Parent Counseling (520)		
Social Work Services (525)	included	
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)	included	
Vocational Assessment, Counseling/Guidance Assessment (830)	included	
Career Awareness (840)	included	
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	$22.00	per trip
Bus Passes		

NOTES:

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2017-2018

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 2017 - 2018 Contract Year.

Anticipated Student Start Date: July 1, 2017.

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

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

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

_____ _____
Signature Date

J. Arturo Sanchez Macias, Deputy Superintedent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476 x 3091

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: $205.57
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** $205.57 **= PROJECTED BASIC EDUCATION COSTS (A)** $43,169.70

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		X		N/A	INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		X		N/A	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		X		N/A	INCLUDED		INCLUDED
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)		X			INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2017-2018

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency		X		as needed	$22.00/trip	as needed	
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR- -DISTRICT-

Aseltine School — San Ysidro School District
(Name of Nonpublic School) (Name of School District)

_____ _____
(Signature) (Date) (Signature) (Date)

Florida May Padilla, Executive Director — J. Arturo Sanchez Macias, Deputy Superintendent
(Name and Title) (Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER (AMENDMENT)

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

On August 23, 2016, the Governing Board approved the Master Contract with Stein Education Center to provide services per a student's Individual Education Plan (IEP). Due to the student's needs an increase to the percentage of Related Services was approved at a second IEP meeting. The cost implication for these services (from October 2016 to June 30, 2017) is $10,289.70 with a new contract total of $61,329.72.

RECOMMENDATION:
Approve/Ratify 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #: _____

$61,329.72	Special Education	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Contractor: Stein Education Center
LEA: San Ysidro School District

2016-2017
Nonpublic
Master Contract

Appendix A: Schools

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2016-2017

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

c. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.33% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 3.2 (a) conflicts with any other provision of this Agreement, this section 3.2 (a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example: Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

g. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR CDS NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:1

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

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $229.91

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$92.70	daily
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Heatlh Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Physical Therapy (460)		

Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		

College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency b. Transportation-Parent	15.95	hour
Bus Passes	18.00	
NOTES: emergency transportation: each additional aide $15.95/hour		

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Chayo Chavez, M.S., Director of Education Program
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Stein Education Center

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 16 - 201 17 Contract Year.

Anticipated Student Start Date: July 1, 2016.

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

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

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

_____ _____
Signature Date

Arturo Sanchez Macias, Deputy Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Chayo Chavez, M.S., Director of Education Program
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Stein Education Center

LEA Case Manager: Name Danielle Clark Phone Number (619) 428-4476 x 3032

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   315 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   42 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 229.91
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 222 **x Daily Rate** 229.91 **= PROJECTED BASIC EDUCATION COSTS (A)** 51,040.02

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)			x	half day	46.35	222	10,289.70
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent			parent/ each add'l aide		15.95		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 10,289.70

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ 61,329.72

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-	-DISTRICT-
Stein Education Center (Name of Nonpublic School)	San Ysidro School District (Name of School District)
_____ (Signature) (Date)	_____ (Signature) (Date)
Chayo Chavez, M.S., Director of Education Program (Name and Title)	Arturo Sanchez Macias, Deputy Superintendent (Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AGREEMENT WITH MY PT SAN DIEGO

BACKGROUND INFORMATION:
Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength and range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individual Educational Plan.

Cost implication will be $10,000 (includes evaluations and consultations).

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$10,000.00	Special Education	0100-6500000-5770-1190-5800010-054
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

My PT San Diego
Company/Consultant

(619) 701-7489
Telephone Number

8614 Mission San Carlos Dr, Santee, CA 92071-6359
Address

cathy@myptsandiego.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 2017 To: June 30, 2018

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

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 upon request 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:	My PT San Diego	
Name:	Cathy Cortney	
Title:	Physical Therapist Consultant	
Address:	8614 Mission San Carlos Dr	
City/State/Zip Code:	Santee, CA 92071-6359	
Telephone:	(619) 701-7489	
Email:	cathy@myptsandiego.com	

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Janette Ridgels
Title:	Deputy Superintendent	Interim Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3092
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
My PT San Diego Firm Name	San Ysidro School District Firm Name
Signature of Authorized Agent	Signature
Cathy Cortney Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
(619) 701-7489 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

Services include:

- Physical therapy evaluation;
- Physical Therapy Consultation; and
- IEP meeting attendance

Total costs not to exceed $10,000.00.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: AGREEMENT WITH MAXIM STAFFING SOLUTIONS

BACKGROUND INFORMATION:
Throughout the District, students that require doctor-approved specialized medical treatments during the course of the school day are seen by a Licensed Vocational Nurse (LVN). The District currently has two Licensed Vocational Nurses (LVN) and a District Nurse to oversee the medical treatments of these students. In the event that one of the LVNs and/or the District Nurse is absent, it is of vital importance that the District be prepared to find coverage for these employees.

Maxim Staffing Solutions operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to facilities.

RECOMMENDATION:
Approve the Facility Staffing Agreement with Maxim Healthcare Services doing business as Maxim Staffing Solutions for supplemental nurse staffing services on an "as needed" basis.

☐ 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

Rates per Agreement	Special Education & General Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 14 day of June, 2017, by and between **San Ysidro School District** located at 4350 Otay Mesa Road San Ysidro, CA 92173, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 5030 Camino De La Siesta Ste 405, San Diego, CA 92108 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in California and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.** MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by FACILITY, MAXIM will provide FACILITY with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 **Personnel.** MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

1) Possess current state license/registration and/or certification.

2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.

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3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, LiveScan criminal background check(s) (and drug screenings as requested in writing).

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.

7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverageand naming the FACILITY as additional insured on its general liability insurance policy only..

Workers' Compensation (Employer's Liability Insurance): as required by the State of California, with Statuatory Limits and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident and for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the FACILITY.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. FACILITY shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 **Record Access.** In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

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ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 **Orientation.** FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 **Requests for Personnel.** FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

Section 3.3 **Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.4 **Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.5 **Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).

Section 3.7 **Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.

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Section 3.8 **Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 **Insurance.** FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 **Incident Reports.** FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
ATTN: Accounts Payable

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Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Rate Change.** MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

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

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046

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ATTN: Business Services

ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
5030 Camino De La Siesta Ste 405
San Diego, CA 92108
ATTN: **Nick Garver**

Section 6.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 6.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts located in the County of San Diego, in the State of California, but only after dispute resolution measures are addressed as provided herein.

Section 6.12 **Limitation on Liability**. Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance

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with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the FACILITY, or the best interests of patients. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/FACILITY Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's patients, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Patient/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding patients/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by FACILITY, MAXIM and patient/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The FACILITY 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").

A. 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.

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Furthermore, only the minimum health information necessary to conduct business is to be used or shared

B. Pupil records obtained by MAXIM/Service Provider from LEA/District/FACILITY continue to be the property of and under the control of the District. MAXIM will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. MAXIM will not be obtaining pupil-generated content.

C. In the event of an unauthorized disclosure of a pupil's records, MAXIM 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.

D. MAXIM shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Facilty Staffing Agreement.

E. MAXIM certifies that a pupil's records shall not be retained or available to the MAXIM upon completion of the terms of this Professional Services Agreement.

F. FACILITY agrees to work with MAXIM to ensure compliance with FERPA.

G. □ MAXIM shall not use personally identifiable information in pupil records to engage in targeted advertising.

H. Pupil records include any information directly related to a pupil that is maintained by the FACILITY or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other FACILITY 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.

I. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 **HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that FACILITY may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of FACILITY's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in FACILITY's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of FACILITY's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to FACILITY hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or

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indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

delivering this Agreement as of the date set forth above.

SAN YSIDRO SCHOOL DISTRICT:	MAXIM HEALTHCARE SERVICES, INC., D/B/A MAXIM STAFFING SOLUTIONS:
Signature	Signature
J. ARTURO SANCHEZ MACIAS, DEPUTY SUPERINTENDENT	
Printed Name & Title	Printed Name & Title
Date	Date

Board Approved:

_____

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ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
SAN YSIDRO SCHOOL DISTRICT

Charges will be based on the following hourly rate schedule effective June 14, 2017:

Service	Hourly Rate
SLP/OT	$75
School Psych	$80
PT	$80
OTA, PTA, SLPA	$57
Credentialed/Specialty RN	$63
RN	$50
LVN	$38
C.N.A./Para Educator	$26

** **FACILITY and MAXIM hereby agree that the FACILITY shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignments. FACILITY acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training and employing Personnel to provide Services to FACILITY as well as recruiting challenges for identifying Personnel who are willing and able to work for less than four (4) hour shifts. As such, FACILITY agrees that it will make commercially reasonable efforts to schedule Personnel for a minimum of four (4) hour shifts for the positions noted above.**

Orientation. Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays. Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
New Year's Day
Memorial Day
Independence Day
Easter
Martin Luther King Day
Thanksgiving Day
Labor Day
Christmas Eve (from 3 PM)
Christmas Day
Presidents Day
Pioneer Day (Utah Only)

The Remainder of this Page Left Blank – Signature Page to Follow:

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SAN YSIDRO SCHOOL DISTRICT:	MAXIM HEALTHCARE SERVICES, INC. D/B/A MAXIM STAFFING SOLUTIONS:
Signature	Signature
J. ARTURO SANCHEZ MACIAS, DEPUTY SUPERINTENDENT	
Printed Name & Title	Printed Name & Title
Date	Date

Board Approved: _____

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: HOUGHTON MIFFLIN HARCOURT - ENGLISH 3D CALIFORNIA EDITION

BACKGROUND INFORMATION:
Houghton Mifflin offers an English 3D edition that is tailored toward the needs of academic language learners, including long-term English learners. The program is designed to progress students through the California English Language Development Proficiency Levels to the Bridging level and prepares them for the rigorous reading, writing, language, speaking and listening expectations of the Common Core State Standards. In addition, students will develop academic writing skills to successfully write summaries, opinions/arguments, informative texts, narratives, and research papers. Training is available to staff through various methods such as: Professional Videos and Interactive Webinars.

The cost implications include the materials and staff development for the implementation of this program at the Ocean View Hills School. The School Site Council has approved this Title I site fund expense which covers Goal I from the Single Plan for Student Achievment (SPSA).

RECOMMENDATION:
Approve/Ratify 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.

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

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

$18,021.74	Title I – Site Fund	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Purchase Order

Dispatch via Print

Purchase Order	Date	Revision	Page
03300-0000001724	05/16/2017		1

Payment Terms	Freight Terms	Ship Via
Due Now	Origination	Common Car

Buyer	Phone	Currency
Araceli Felix		USD

San Ysidro
4350 OTAY MESA RD.
SAN YSIDRO CA 92173
United States

Supplier: 003221
HOUGHTON MIFFLIN COMPANY
14046 COLLECTION CENTER DR.
CHICAGO IL 60693
Phone: 800/225-5425
FAX: 800/733-2098

Ship To: 0000000024
4350 OTAY MESA ROAD
SAN YSIDRO CA 92173
United States

Bill To: 4350 OTAY MESA RD.
SAN YSIDRO CA 92173
United States

Tax Exempt? N Tax Exempt ID: Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	English 3D California Edition Attn: Elizabeth Perez		1.00EA	18,021.74	18,021.74	05/16/2017

Schedule Total 18,021.74

Item Total 18,021.74

English 3D is tailored toward the needs of academic language learners, including long-term English learners. The
program is designed to progress students through the California English Language Development Proficiency Levels to
the Bridging level. Resources throughout English 3D are differentiated for students in the Expanding and Bridging
levels so that teachers are able to meet the students' specific needs and help them progress to full engagement in
grade-level texts and tasks.

Ocean View Hills will provide an academic after school program. Materials will include scholastic English 3D for literacy intervention. Material and supplies Title I funding. Approved by SPSA under Goal 1
COPY PO

Total PO Amount 18,021.74

VENDOR INSTRUCTIONS
This Purchase Order is subject to the instructions and conditions shown herein.
1. All prices F.O.B Destination, unless otherwise specified.
2. If specified as F.O.B point of shipping and transportation charge is prepaid, receipted freight bill must be enclosed with invoice.
3. Any price increase over 5% will need prior approval by Purchasing.
4. Federal excise tax exemption certificate will be furnished upon request.
5. In accepting this order it is understood the usual discounts will be considered as applying up to 60 days.
6. Invoice must be submitted listing therein every item on this Purchase Order, indication on unshipped items whether Back Ordered or Cancelled. Separate totals shall be shown for different types of materials, supplies or labor.
7. Enclose Packing List with each shipment.
8. Cash discounts quoted will be taken from date of delivery of this order and receipt of accurate invoices.

RECEIVING HOURS: MON-FRI 8 A.M. TO 3 P.M. EXCLUDING ALL HOLIDAYS

IMPORTANT PLEASE PROVIDE MSDS FORMS AS REQUIRED

Authorized Signature

Date of Proposal:
3/17/2017

Proposal Expiration Date:
5/16/2017

Houghton Mifflin Harcourt

Investment Summary
Prepared For

San Ysidro School District

4350 Otay Mesa Rd, San Ysidro, CA 92173

Attention:
Nadia Aviles
naviles@sysd.k12.ca.us

For the Purchase of:

English 3D California Edition

Prepared By
Wendy Joyce
wendy.joyce@hmhco.com

&

Blake Bieritz
blake.bieritz@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDERS.

SAN YSIDRO SCHOOL DISTRICT

A Partnership Proposal for English Language Development

Part 1: California *English 3D* Program Overview

English 3D is tailored toward the needs of academic language learners, including long-term English learners. The program is designed to progress students through the California English Language Development Proficiency Levels to the Bridging level. Resources throughout *English 3D* are differentiated for students in the Expanding and Bridging levels so that teachers are able to meet the students' specific needs and help them progress to full engagement in grade-level texts and tasks. The author of *English 3D,* Dr. Kate Kinsella, shares California's belief that "English learners at all proficiency levels are capable of high-level thinking and can engage in complex, cognitively demanding social and academic activities requiring language as long as they are provided appropriate linguistic support" (California Department of Education, 2012). As such, the program supports teachers in meeting the three parts of the California ELD standards: Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills.

Your decision to implement *English 3D* ensures that all students are on a path toward college and career readiness by:

- Making regular connections between coursework and the demands of secondary school, college, and the workplace
- Preparing students for the rigorous reading, writing, language, and speaking and listening expectations of the Common Core State Standards
- Engaging students with authentic, increasingly complex informational and literary texts that are relevant to students' lives
- Developing academic writing skills to successfully write summaries, opinions/arguments, informative texts, narratives, and research papers
- Teaching high-leverage, portable academic language, including vocabulary, syntax, and grammar
- Improving speaking and listening skills through daily opportunities for class discussions and peer collaboration, as well as formal speeches that take place three times a year

English 3D Delivers Explicit Language Instruction

At its core, *English 3D* uses eight evidence-based principles for language development and provides a dedicated context for explicit language instruction.

Core Principles

- Augment core English classes with a dedicated English language development period
- Extend prior knowledge of language and content
- Explicitly teach language elements
- Utilize consistent instructional routines
- Model verbal and written academic English
- Orchestrate peer interactions with clear language targets
- Monitor language production conscientiously
- Provide timely, productive feedback on verbal errors

Part 2: Comprehensive Program Materials

California *English 3D* is organized by Courses to meet the needs of students in Grades 4–8. Each Course, *Course A for Grades 4–5 and Course B for Grades 6–8*, is available in two volumes: Volume 1 and Volume 2. The program may be purchased in a variety of configurations.

Student Materials

English 3D engages students with materials to develop academic vocabulary and language, speaking and listening, and writing skills. The student materials consist of the *Issues* book, the *Language & Writing Portfolio,* and the Independent Reading Library.

Issues Book (Volume 1 and Volume 2)

Students will access issue-based informational and literary texts and have the opportunity to respond to six issues per volume with academic discussions and writing tasks. *Issues* books are available in both print and digital versions.

Language and Writing Portfolio (Volume 1 and Volume 2)

In the *Language & Writing Portfolio*, an interactive worktext, students engage in scaffolded vocabulary, language, speaking and listening, and writing activities that help them develop and apply academic English with their peers and teachers.

HMH Reading inventory™

This computer-adaptive assessment and universal screener provides an objective measure of students' reading comprehension based on the Lexile® Framework. Educators can use the results as one measure for placement in and for exiting students from *English 3D*.

Student Digital License
The student digital license provides access to the digital *Issues* book, *The Reading Inventory*, and curriculum-embedded *Issues* tests.

Independent Reading Library (80 books)
Each *English 3D* library consists of four copies each of 20 high-interest, relevant, and engaging titles that span a wide variety of genres, text types, levels, and topics.

Course A Titles (Grades 4–5): *Stone Fox, Island: A Story of the Galapagos, Who Was That Masked Man Anyway?, Bobby vs. Girls (Accidentally), Secret Identity, Paint the Wind, Boy Who Harnessed the Wind, Stop Bullying, Hachiko Waits, Granny Torrelli Makes Soup, White Fur Flying, Any Small Goodness: A Novel of the Barrio, The Mighty Miss Malone, If the World Were a Village, The Legend of the Hong Kil Dong, Luis Alvarez, One Hen: How One Small Loan Made a Big Difference, Baseball in April and Other Stories, Wild Born, Superfudge*

Course B Titles (Grades 6–8): *In the Margins, Behind Enemy Lines: True Stories of Amazing, Chu Ju's House, Home of the Brave, Peak, Dust of Eden, Crush: The Theory, Practice, and Destructive Properties of Love, Taking Sides, Counting by 7s, Return to Sender, Heat, Ask My Mood Ring How I Feel, Becoming Naomi Leon, All of the Above, You Wouldn't Want to Live Without Electricity, Into the Volcano, Apps: From Concept to Consumer, One Crazy Summer, Millicent Min: Girl Genius, Call Me Maria*

Teacher Materials

English 3D gives educators the necessary materials for instruction, assessment, and professional learning to support students' language development.

Teaching Guides (Volume 1 and Volume 2)

The *English 3D Teaching Guide* (print and digital) is a comprehensive instructional guide comprised of routines, instruction, assessment, and differentiation.

California Planning and Pacing Guide

This guide includes the estimated instructional time for each lesson. Teaching resources and California English Language Development (ELD) Standards are cited for each day's lesson.

California Standards MAP

This California resource for teachers aligns all *English 3D* components to the English Language Development Standards and California's Common Core State Standards for English Language Arts.

Teacher Space

Teacher Space provides online access to instructional tools and resources to instruct, differentiate, and assess. There are more than 200 projectable and printable resources.

Professional Learning Videos

English 3D provides educators with nearly 100 professional learning videos of Dr. Kinsella and other exceptional *English 3D* teachers modeling key instructional routines and best practices.

Teacher Digital License

The teacher license provides access to all digital components including the *English 3D* Teaching Guide, Teacher Space, interactive whiteboard tools, and professional learning videos.

Part 3: Professional Learning for Initial and Ongoing Success

Research shows that teachers who receive professional learning increase their students' achievement significantly. *English 3D* professional learning resources were developed by Dr. Kinsella and reflect her years of experience both as a teacher in the classroom and as a coach, working directly with teachers and administrators. From in-person training to digital videos, model lessons and planning resources, all teacher professional learning is designed to equip teachers with the information they need to implement the program effectively.

In-Person Professional Learning Courses

Getting Started Professional Learning—Day 1

On Day 1, teachers are introduced to the essentials of *English 3D,* including the following:

- Planning and teaching rigorous lessons that address California standards
- Engaging students, promoting collaboration, and structuring learning with essential routines and key instructional routines
- Preparing the classroom for successful partner and group interactions
- Begin to monitor progress and differentiate instruction with a range of tools

Webinars and Digital Learning

Interactive Webinar—QuickStart Professional Learning

An interactive webinar walks teachers through the *English 3D* program and covers the following:

- Identifying how *English 3D* accelerates language development
- Implementing routines to support instruction using the Teaching Guide lessons
- Using multiple assessments to inform instruction and monitor progress

Professional Videos: Built-in Modeling by Dr. Kinsella

English 3D provides educators with nearly 100 professional learning videos of Dr. Kinsella and other exceptional *English 3D* teachers who model key instructional routines and best practices. These videos can be accessed online from Teacher Space. Professional videos, referred to as *3D in Action,* are referenced in the Teaching Guide, and include topics such as:

- 4 Ls of Productive Partnering
- Teaching Topic Related Words
- Using Response Frames
- Setting Up and Monitoring Tasks
- Analyzing the Elements of a Student Writing Model
- Teaching High-Utility Academic Words
- Academic Discussion Routine

In-Person Coaching

Houghton Mifflin Harcourt can help ensure your teachers and students get the most out of *English 3D* with job-embedded instructional coaching: a collaborative process in which we work side-by-side with individual teachers to guide them in implementing the program for optimal results.

Coaching is designed to deepen and extend professional learning. Using a gradual-release professional learning continuum, instructional coaches support and guide educators through the content and instructional strategies, gradually decreasing scaffolding over time and preparing educators for implementation success. *English 3D* in-classroom coaching will be targeted to the unique challenges of your district or school and may include:

- Setting up the classroom and planning for instruction
- Modeling lessons to illustrate instructional techniques and routines
- Cultivating a growth mindset learning community using communication and feedback strategies
- Analyzing student work samples to assess learning and determine next steps
- Guiding the use of multiple assessments to inform instruction and monitor progress

INVESTMENT SUMMARY

This document outlines the beginning of our partnership to enable learning and support your teachers. Please contact your HMH Education Services representative/HMH Account Executive to discuss how to create a deeper, customized professional development plan for your district.

English 3D Classroom Transformation Solution including curriculum for 60 students for 2 teachers

Course A:

- 1 English 3D Course A, Volume 1 Instructional Material Pack
- 30 English 3D Course A, Volume 1 Language & Writing Portfolio Books
- 30 English 3D Course A, Volume 1 Student Issues Books
- 30 English 3D Course A Student Technology & Assessment Licenses
- 1 Year HMH Reading Inventory Subscriptions for (30) students
- 1 English 3D Course A Independent Reading Library

Course B:

- 1 English 3D Course B, Volume 1 Instructional Material Pack
- 30 English 3D Course B, Volume 1 Language & Writing Portfolio Books
- 30 English 3D Course B, Volume 1 Student Issues Books
- 30 English 3D Course B Student Technology & Assessment Licenses
- 1 Year HMH Reading Inventory Subscriptions for (30) students
- 1 English 3D Course B Independent Reading Library

Implementation Services:

- (1) E3D Course A/B Getting-Started Implementation Training Day
- (3-5) In-Classroom Follow-up Coaching Visits each for 2 teachers

Investment Summary	
Subtotal Purchase Amount:	$17,053.58
Total Shipping & Handling Amount:	$0.00
Total Tax Amount:	$968.16
Total Cost of Proposal (PO Amount):	$18,021.74
Total Savings:	$1,718.37

** Ongoing costs will be approximately $43.20 per student. Recommended ongoing professional services are not included in this estimate.

Please send Purchase Order to:

Intervention Solutions Group
255 38th Street, Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hmhco.com

This is a cost proposal only.
This cost proposal is subject to HMH's standard Terms and Conditions ("Ts &Cs") below:
http://www.hmhco.com/terms-and-conditions.html.
Ts & Cs are also found on HMH invoices.
HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Date of Proposal: March 17, 2017 Proposal Expiration Date: May 16, 2017

Attention:
Nadia Aviles
naviles@sysd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH SPORTIME FOR THE SPARK PHYSICAL EDUCATION PROGRAM

BACKGROUND INFORMATION:
The focus of the SPARK Program is the development of healthy lifestyles, motor skills, movement knowledge, social and personal skills.

It is expected that SPARK Physical Education/Physical Activity students will:

- Enjoy and seek out physical activity.
- Develop and maintain acceptable levels of physical fitness.
- Develop a variety of basic movement and manipulative skills so they will experience success and feel comfortable during present and future physical activity pursuits.
- Develop the ability to get along with others in movement environments (e.g., share space and equipment, employ the "golden rule" of competition-be a good sport, and demonstrate cooperative behavior).

The District will implement the SPARK Program at all K-6 schools to support the Data Reflection sessions and guided planning during 2017-18 school year. Teachers will receive training during the summer to prepare for the beginning of the school year.

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

$13,832.80	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:

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

Prepared by: Annette Bommarito **Date: 06/15/2017**
The SPARK Programs

Organization Name:	**Billing Information:**	**Shipping Information:**
San Ysidro School District	San Ysidro School District	San Ysidro School District
Contact Person:	**Contact Person:**	**Contact Person:**
Melissa Brown		
Title:	**Title:**	**Title:**
Coordinator: Data, Eval & Assesment		
Address:	**Address:**	**Address:**
4350 Otay Mesa Road	TBD	TBD
San Ysidro, CA 92173		
619-428-4476	**Tel:**	**Tel:**
Fax:	**Fax:**	**Fax:**
E-mail:	**E-mail:**	**E-mail:**
Melissa.brown@sysd.k12.ca.us		

Workshop Dates:
SPARK K-6 TBD

# of Participants: Up to 40 participants
Workshop Location: TBD

# of Sessions: 1 Trip
Airport NA

Training Program	**Unit Price**	**Line Total**
SPARK K-6 Standard 1 day	$2,699.00	$2,699.00
(If two day one focused on K-2 & 1 on 3-6 price would be $4399.00		
Transportation		
1 trainer trip	$250.00	$250.00
(note: if you do the two day the travel cost would be $900.00 because of hotel and travel costs)		
Equipment		
K-6 Standard Equipoment	$6,110.97	$6,110.97
See attached Standard List		
Instructional Materials		
5 ea Set #3 SPARK K-2 Curriculum	$399.00	$1,995.00
5 ea Set #3 SPARK 3-6 Curriculum	$399.00	$1,995.00
Subtotal		**$13,049.97**
Tax added at 7.75%		$782.83

(no tax on training or travel)	**Order Total**	**$13,832.80**

Please note:

*Form of payment (purchase order, check, signed MOU) is required 6 weeks prior to 1st training to confirm date.

**Sales tax and shipping and handling will be charged when applicable

Curriculum Materials are custom materials. Once curriculum items are shipped, returns or refunds not accepted.

438 Camino Del Rio South, Ste. 110 San Diego, CA 92108 TEL: (800) SPARK PE FAX: (619) 293-7992 www.sparkpe.org

For SPARK Use:

1. Requested Trainer:
2. Tax ID (Exempt) Number:
3. Code:
4. Funding Source:
5. Special Instructions: 7.75% CA sales Tax, 35% discount on equipment

K-6 Standard

Item Type/Category	Unit	Item #	Description	Qty	LP Price	Discounted Price	Extended
Arrow	Set/12	1506861	Arrows Non Skid Vinyl 16" Long	1	$ 53.32	$ 34.66	$ 34.66
Bag	Set/6	030184	Bag Mesh Heavy Duty 12" X 18"	1	$ 54.69	$ 24.99	$ 24.99
Bag	Set/6	030187	Bag Mesh Heavy Duty 24" X 36"	3	$ 83.29	$ 45.79	$ 137.37
Ball	Each	009089	Inflatable All-Balls 6"	4	$ 6.99	$ 3.49	$ 13.96
Ball	Set/6	018562	SportimeMax 8.5" UniverCell Utility Ball	6	$ 94.69	$ 51.99	$ 311.94
Ball	Set/36	1390152	Fluffballs 90mm	2	$ 19.99	$ 12.99	$ 25.99
Balloon	Pk/144	008320	Balloon Round 12"	1	$ 23.99	$ 15.59	$ 15.59
Baseball	Set/6	1506839	Ultra Foam 29" 6 each Bat/Ball Color	2	$ 104.99	$ 59.99	$ 119.98
Bat	Each	015880	Round-N-Flat Bat 26" w/18" Head	6	$ 21.59	$ 13.99	$ 83.94
Bean Bag	Set/6	1004582	Bean Bag Utility/Sequencing	10	$ 25.79	$ 16.49	$ 164.90
Bench Step	Set/10	022381	Step Exercise Stackable Steps 4"	4	$ 309.39	$ 201.10	$ 804.41
Cart	Each	1298966	Cart Dump-n-Go	2	$ 167.99	$ 109.19	$ 218.39
Cone	Set/6	006763	Classic Game Cone Set 6 Colors 6"H	6	$ 39.19	$ 24.99	$ 149.94
Cone	Set/6	025089	Cones Safety Assorted Colors 18"	4	$ 90.89	$ 53.99	$ 215.96
Cubes	Set/36	009887	Foam Move Cubes Set	1	$ 39.39	$ 25.29	$ 25.29
Flying Disc	Each	006220	Flying Disc Spin Jammer 10"	36	$ 7.89	$ 3.99	$ 143.64
Football	Each	016147	Football Max SofTip Cellular Rubber #6	18	$ 15.89	$ 10.29	$ 185.22
Football Flags	Set/12	004280	Flag Football Replacement Flags Yellow	1	$ 15.99	$ 10.39	$ 10.39
Football Flags	Set/12	004288	Flag Football Replacement Flags Red	2	$ 15.99	$ 10.39	$ 20.79
Hockey	Set/12	007561	Dom Junior Hockey Set 36"	3	$ 143.99	$ 86.99	$ 260.97
Hockey	Set/6	1282655	Shield No Bounce Hockey Balls	6	$ 21.39	$ 12.99	$ 77.94
Hoop	Set/12	004625	Hoop No Kink 36"	3	$ 86.69	$ 45.99	$ 137.97
Hoop	Set/12	006241	Hoop No Kink 30"	3	$ 83.99	$ 45.99	$ 137.97
Hurdle	Set/5	009727	Hurdle Over/Under	2	$ 98.69	$ 64.15	$ 128.30
Inflator	Each	032340	Air Compressor Mini Super Duty	1	$ 174.69	$ 113.55	$ 113.55
Jump Band	Set/6	087892	Kit Jump Bands	1	$ 161.39	$ 104.90	$ 104.90
Jump Rope	Set/6	016584	Jump Rope Nylon 10' End Knot	2	$ 36.69	$ 23.85	$ 47.70
Jump Rope	Set/6	1004675	Jumprope Vinyl 9' w/Blue Handles	4	$ 17.09	$ 8.49	$ 33.96
Jump Rope	Set/6	1004676	Jumprope Vinyl 7' w/Red Handles	3	$ 15.19	$ 6.69	$ 20.07
Jump Rope	Set/6	1004677	Jumprope Vinyl 8' w/Yellow Handles	4	$ 15.59	$ 7.99	$ 31.96
Jump Rope	Each	1475761	Speed Rope Licorice 10' Black	6	$ 5.09	$ 2.49	$ 14.94
Mat	Each	006221	Aeromat All Purpose Exercise Mat	18	$ 24.99	$ 16.24	$ 292.38
Paddle	Set/6	018948	Lollipop Paddles 8" Diameter 7" Handle	6	$ 60.69	$ 37.99	$ 227.94
Parachute	Each	1352609	School Smart 6' Parachute	6	$ 22.99	$ 14.94	$ 89.66
Parachute	Each	1361479	Parachute Gripstarchute 24'	1	$ 178.69	$ 112.99	$ 112.99
Resistance Band	Each	020424	Band Exercise CanDo Medium 50YD Green, no latex	1	$ 99.99	$ 64.99	$ 64.99
Rhythm Stick	Set/24 pr	374303	Rhythm Sticks	2	$ 39.99	$ 25.99	$ 51.99
Ribbon Wand	Set/6	004549	Ribbon Wands Rainbow 36"	6	$ 21.99	$ 11.99	$ 71.94
Scarf	Set/12	1004604	Scarf Juggling	9	$ 18.59	$ 10.29	$ 92.61
Scoops	Set	025031	Kit Scoop Ball	3	$ 41.99	$ 26.49	$ 79.47
Scrimmage Vest	Each	004361	Dub-L-Scrim Adult Blue/Orange	18	$ 9.19	$ 5.49	$ 98.82
Shoulder Folder	Set/6	030846	Pockets Shoulder Folder	2	$ 97.39	$ 35.99	$ 71.98
Softball	Each	009185	Softball Foam Coated Yellow	18	$ 6.29	$ 3.39	$ 61.02
Softball	Set/6	1503872	Balls Plastic Softball Assorted	3	$ 7.99	$ 4.99	$ 14.97
Speed Stack	Set/12	018489	Speed Stacks Cups - Really Red	2	$ 23.19	$ 15.07	$ 30.15
Speed Stack	Set/12	018495	Speed Stacks Cups - Cool Blue	2	$ 23.19	$ 15.07	$ 30.15
Speed Stack	Set/12	018499	Speed Stacks Cups - Neon Yellow	2	$ 23.19	$ 15.07	$ 30.15
Speed Stack	Pack/30	018595	Speed Stacks School Pack	1	$ 749.99	$ 487.49	$ 487.49
Spot Marker	Set/6	1005401	Spot Markers Utility/Sequencing 10"	8	$ 21.59	$ 10.19	$ 81.52
Tennis	Pk/12	007697	Ball Tennis Wilson Extra Duty Championship	2	$ 22.79	$ 14.81	$ 29.63
Volleyball	Each	019992	Volleyball Foam Coated	36	$ 11.69	$ 7.60	$ 273.55
					Subtotal of all items		$6,110.97
					Free Shipping		-- $0.00
					SUBTOTAL		$6,110.97
					Add Applicable Sales Tax (all states except AK, DE, MT, NH, OR)		7.75%
					Tax subtotal		$473.60
					Total		$6,584.57

Workshop Equipment List
3-6 Day 1

Quantity	Items	Comments/Substitutes
1 per participant	Spot Markers	6" Cones
1 per participant	Beanbags	
1 per participant	Foam Balls	8"
1 per 2 participants	Cones	6" – 18" Lightweight or Bowling Pins
1 per 2 participants	Pinnies	
1 per 2 participants	Hoops	30" – 36"
1 per 2 participants	Flying Discs	
1 pair per 4 participants	Movement Bands	Aka: Jump Bands
8	Cones	12" - 18"

Workshop Equipment List
K-2 Day 1

Quantity	Items	Comments/Substitutes
6	Cones	12" – 18"
3	Over/Under Hurdles	
1	Parachute	24'
1 per 5 participants	Foam Balls	8"
1 per 2 participants	Jump Ropes	10' - 14'
1 per 5 participants	Jump Ropes	8' - 9'
1 per participant	Hoops	24" – 36"
1 per participant	Beanbags	
1 per participant	Fluffballs	Yarnballs
1 per participant	Spot Markers	
2 per participant	Scarves	
2 per participant	Rhythm Sticks	Optional
1 per participant	Cones	6"

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Sunset Elementary
Efrain Burciaga, Principal

AGENDA ITEM: AGREEMENT WITH MENTORINGMINDS

BACKGROUND INFORMATION:
MentoringMinds' Critical Thinking for Life, prepares students to excel inside and outside the classroom. Critical thinking is foundational to this task, and they are committed to helping schools keep critical thinking at the center of instruction. A large variety of activities designed for many instructional settings include whole class, small group, tutorial, and intervention that allows teachers to plan lessons based on student's needs and spiral learning throughout the school year.

The Principal of Sunset School has purchased this supplemental program for their English Language Arts (ELA) component. Staff will receive professional development and online support on August 15, 2017 to begin implementation of this program during 2017-18 school year.

The cost implications for materials and staff development are $10,320.31 from the Title I site fund. The purchase of these materials was approved by the school's Site Council in the 2016-17 Single Plan for Student Achievement (SPSA).

RECOMMENDATION:
Approve/Ratify 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #: 0000001337

$10,320.31	Title I Site Fund	N/A
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

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Critical Thinking for Life!™

mentoringminds.com • [p] 800.585.5258 • P.O. Box 8843 Tyler, Texas 75711

Please fax or email Purchase Order and Quote to
orders@mentoringminds.com or **800.838.8186**

Product Guarantee...
At Mentoring Minds, we stand behind our products with our Money Back Guarantee. If you are ever dissatisfied with our products or service, please contact Customer Service for a prompt refund or exchange.

School Name

Sunset Elementary School

Billing Address	Shipping Address	Quote No	Date
Sunset Elementary School 3825 SUNSET LN SAN YSIDRO CA 92173-3334	Maria Del Rosario Castro 3825 SUNSET LN SAN YSIDRO CA 92173-3334	49154	3/15/2017

SalesRep: Roland Garcia **Expiration Date:** 5/14/2017

Product	Qty	Price	Total
Item: 50610 Total Motivation | ELA | California | Student | Level 1 (Includes print & online access)	115	$11.99 List Price: $11.99	$1,378.85 You Saved: $0.00
Item: 50611 Total Motivation | ELA | California | Teacher | Level 1 (Includes print & online access)	4	$0.00 List Price: $29.95	$0.00 You Saved: $119.80
Item: 50611 Total Motivation | ELA | California | Teacher | Level 1 (Includes print & online access)	1	$29.95 List Price: $29.95	$29.95 You Saved: $0.00
Item: 50620 Total Motivation | ELA | California | Student | Level 2 (Includes print & online access)	120	$11.99 List Price: $11.99	$1,438.80 You Saved: $0.00
Item: 50621 Total Motivation | ELA | California | Teacher | Level 2 (Includes print & online access)	4	$0.00 List Price: $29.95	$0.00 You Saved: $119.80
Item: 50621 Total Motivation | ELA | California | Teacher | Level 2 (Includes print & online access)	1	$29.95 List Price: $29.95	$29.95 You Saved: $0.00
Item: 50630 Total Motivation | ELA | California | Student | Level 3 (Includes print & online access)	120	$11.99 List Price: $11.99	$1,438.80 You Saved: $0.00
Item: 50631 Total Motivation | ELA | California | Teacher | Level 3 (Includes print & online access)	4	$0.00 List Price: $29.95	$0.00 You Saved: $119.80
Item: 50631 Total Motivation | ELA | California | Teacher | Level 3 (Includes print & online access)	1	$29.95 List Price: $29.95	$29.95 You Saved: $0.00
Item: 50640 Total Motivation | ELA | California | Student | Level 4 (Includes print & online access)	140	$11.99 List Price: $11.99	$1,678.60 You Saved: $0.00

Copyright... Mentoring Minds content within our materials is copyrighted, and therefore, is not reproducible.

Ordering... If you need materials by a specific date, please notate on your purchase order. Contact your sales rep if quantities change, as it may affect pricing. We are a sole source provider; for documentation go to mentoringminds.com/sole source. All purchases are subject to our Children's Privacy Notice and our Terms of Sale (attached) and the other policies referenced in them. If you proceed with a purchase, you are agreeing and consenting to these policies and agreements.

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SalesRep: Roland Garcia **Expiration Date:** 5/14/2017

Product	Qty	Price	Total
Item: 50641 Total Motivation | ELA | California | Teacher | Level 4 (Includes print & online access)	5	$0.00 List Price: $29.95	$0.00 You Saved: $149.75
Item: 50650 Total Motivation | ELA | California | Student | Level 5 (Includes print & online access)	130	$11.99 List Price: $11.99	$1,558.70 You Saved: $0.00
Item: 50651 Total Motivation | ELA | California | Teacher | Level 5 (Includes print & online access)	5	$0.00 List Price: $29.95	$0.00 You Saved: $149.75
Item: 50660 Total Motivation | ELA | California | Student | Level 6 (Includes print & online access)	150	$11.99 List Price: $11.99	$1,798.50 You Saved: $0.00
Item: 50661 Total Motivation | ELA | California | Teacher | Level 6 (Includes print & online access)	6	$0.00 List Price: $29.95	$0.00 You Saved: $179.70

Subtotal	$9,382.10
Shipping Cost (UPS - MM | 10% Shipping)	$938.21
Total	$10,320.31
Your total savings is:	*$838.60*

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SalesRep: Roland Garcia **Expiration Date:** 5/14/2017

Product	Qty	Price	Total

Your order includes $11.99 discounted pricing per student for both Print and Online access, one complimentary Teacher Edition with each purchase of 25 Student Editions (for the corresponding grade level and subject), and a wealth of support including customized training and Professional Development, and ongoing care to help you achieve set goals for the 2017-18 School Year. Call me to schedule your training day!

I look forward to hearing from you!

Roland Garcia
Educational Consultant
roland@mentoringminds.com
MentoringMinds.com

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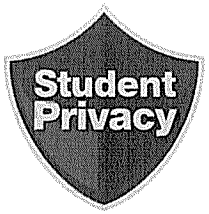
Ordering... If you need materials by a specific date, please notate on your purchase order. Contact your sales rep if quantities change, as it may affect pricing. We are a sole source provider; for documentation go to mentoringminds.com/sole-source. All purchases are subject to our Children's Privacy Notice and our Terms of Sale (attached) and the other policies referenced in them. If you proceed with a purchase, you are agreeing and consenting to these policies and agreements.



Children's Privacy Notice

Hello and welcome to Motivation Online, an online learning system offered by Mentoring Minds. The Motivation Online service is operated by Mentoring Minds, L.P., 4862 Hightech Dr., Tyler, TX 75703. Mentoring Minds has contracted with MySatori LLC to operate certain areas of the Motivation Online website on Mentoring Minds' behalf.

(1) To use the Motivation Online system, your school/school district is required to consent to the collection, use and disclosure of information from children in your school/school district as described below. Mentoring Minds and its vendors will not collect, use or disclose any personal information from children at your school if you do not provide such consent. Without your consent, your students will not be able to use the Motivation Online system.

(2) If your students begin using the Motivation Online system, your students' names, user identifier and password will be collected in addition to the information they provide while using the system (such as answers to assignments or assessment questions). We may combine this information with information collected from your school or school district. The information collected will be used to deliver the Motivation Online service to your school/school district, to generate and provide performance results, usage information, feedback and reports to your school or school district, and to assist you with customer service inquiries and technical support.

(3) Anyone with administrative rights to the Motivation Online system at your school/district and teachers at your school will have access to all of the above information.

(4) The vendor that assists Mentoring Minds with the Motivation Online system, My Satori, will also have access to the above information and has agreed to comply with the Mentoring Minds privacy policy.

(5) Mentoring Minds' full privacy policy can be found here: www.mentoringminds.com/privacy-policy

(6) If your school accepts the Mentoring Minds quote or order form to which this notice is attached or returns a purchase order that includes the Motivation Online system, such actions will constitute your consent to the collection, use, and disclosure of information, as described in this notice and in the Mentoring Minds privacy policy.

(7) If you have privacy-related questions about the Motivation Online service, please contact info@mentoringminds.com or call 855.780.9889

Critical Thinking for Life!™
Mentoring Minds

Terms of Sale

Children's Privacy Notice

TERMS OF SALE

- **IMPORTANT NOTICE: These Terms of Sale, including the Children's Privacy Notice (attached), Terms of Use (accessible at www.mentoringminds.com/terms-of-use), and Privacy Policy (accessible at www.mentoringminds.com/privacy-policy), which are incorporated herein ("Terms of Sale"), are a legal agreement between the purchaser ("you" or "your") and Mentoring Minds, LP ("we," "us" or "our"). These Terms of Sale include a disclaimer of warranties, indemnification and choice of forum, among other important terms. By placing an order for products sold by us ("Products"), you offer to purchase the Products you select pursuant to these Terms of Sale, and you agree to be bound by all of these Terms of Sale for the Products purchased from us.**

1. **Orders.**

   1.1. You may place an order ("**Order**") for Products listed (i) in a quote provided by one of our sales representatives ("**Quote**"), (ii) in our catalog ("**Catalog**"), or (iii) on our website, www.mentoringminds.com ("**Website**"), in any case using one of the following payment methods:

   a. Sending us an official purchase order via fax, mail or email;

   b. Providing credit card payment information to us through the Website, by phone, fax, mail or email, or in person at a trade show; or

   c. Sending us a personal or business check by mail, or providing a personal or business check in person at a trade show.

   1.2. By placing an Order: (i) you offer to purchase the Products you select pursuant to these Terms of Sale, including the Children's Privacy Notice, Terms of Use, and the Privacy Policy which are incorporated herein; and (ii) you represent that you have the authority to bind the school, school district or other entity purchasing the Products. We reserve the right to refuse service, reject orders, terminate accounts, remove or edit content, or cancel orders in our sole discretion. All Products purchased hereunder are subject to these Terms of Sale.

   1.3. If you need to cancel an order, please contact us by phone at 800.585.5258 or email at orders@mentoringminds.com.

2. **Prices and Payments.** Unless otherwise specified in a Quote, our Catalog, or our Website, our prices for the Products are set forth in such Quote, Catalog, or Website; however, such prices do not include, and you shall pay, any excise, sales, use or like taxes (except to the extent that you are tax-exempt and you provide us with a certificate of tax exemption), and therefore such prices are subject to increase in the amount of any such tax (excluding tax on net income) that we may be required to collect or pay upon the sale or delivery of the Products purchased hereunder. In addition, prices are exclusive of shipping and handling, which you shall pay. Prices are, and all payments shall be made, in U.S. dollars. If a Product is quoted at an incorrect price due to typographical error or error in pricing information, we have the right to correct such price and charge you the correct amount. All payments will be made via credit card or personal or business check. You agree to pay the amount specified, including any applicable sales or other taxes, and shipping and handling charges. Any payment not made in full at the time of placing an Order will be reflected in an invoice dated on or about the date of shipment of the Products, and such payment is due net thirty (30) days from the invoice date. We will process, store and use information about your transaction and your contact information, such as your name, phone numbers, address, and email addresses, to process and fulfill your transaction. This use and all other uses of your personal information are governed by the Privacy Policy, www.mentoringminds.com/privacy-policy.

3. **Delivery.** This site is controlled, operated, and administered by us from our offices within the State of Texas, United States of America. We will not ship Products ordered via this site to addresses outside the United States of America, nor will we make sales to customers who use non-U.S. credit or debit cards via this site. We shall deliver the Products to the location set forth in your Order within the United States of America. Risk of loss and title to the Products remains with us until the Products are delivered to the location you specified in the order. Thereafter, you assume the risk.

4. **Returns.**

   4.1. **Return Policy.** You may return or exchange Products for any reason provided the following conditions are met: (i) returns must be received within six months of invoice date; (ii) Products written for specific standards must not be out of date; (iii) Products must be in new or unused condition; (iv); Products with minimum quantity requirements must maintain minimum quantities; and (v) returns must be preapproved and include a copy of a Return Authorization Form, which may be obtained from our customer service representatives. Please contact our customer service representatives by telephone at 800.585.5258, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central time, or via email at info@mentoringminds.com to obtain a Return Authorization Form.

   4.2. **Product Guarantee.** In the event that you are not satisfied with your purchase at any time up to one year after receiving our Products, you may return the Products without completing the return or exchange procedure described in Section 4.1 of these Terms of Sale, by sending the Products to us with a statement that you are unsatisfied; upon receipt, we will provide a complete refund of the price paid for such Products.

5. **Intellectual Property Rights.** You acknowledge that we retain all right, title and interest in all intellectual property rights in and to the Products. Your access and use of the online components of any Products are subject to the license terms and conditions contained in the Terms of Use.

6. **DISCLAIMER OF WARRANTIES.** ALL PRODUCTS ARE SOLD ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES AT ALL. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (OR IF DISCLAIMING IMPLIED WARRANTIES IS NOT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY LIMIT THE DURATION OF ALL OTHER WARRANTIES TO THIRTY (30) DAYS FROM RECEIPT OF THE APPLICABLE PRODUCT), WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. Some states do not allow disclaimers of implied warranties or limitations on how long an implied warranty lasts, so the above disclaimer may not apply to you, and you may also have other rights which vary from state to state.

   IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES ARISING AS A RESULT OF ANY DELAY BY US UNDER THESE TERMS OF SALE. IN NO EVENT SHALL WE BE LIABLE, AS A RESULT OF SELLING A PRODUCT HEREUNDER OR UNDER THESE TERMS OF SALE, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR OTHER SIMILAR DAMAGES REGARDLESS OF THE CAUSE OF ACTION AND REGARDLESS OF WHETHER WE KNEW OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER OR RELATING TO THESE TERMS OF SALE WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you, and you may also have other rights which vary from state to state.

7. **INDEMNIFICATION.** YOU AGREE TO INDEMNIFY MENTORING MINDS, LP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, PARTNERS AND AFFILIATES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DEMANDS, LIABILITIES, COSTS, OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, THAT ARISE FROM YOUR MISUSE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF THESE TERMS OF SALE.

8. **Governing Law; FORUM.** These Terms of Sale shall be governed by, and construed and enforced in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of laws. The parties to these Terms of Sale expressly reject the application of the United Nations Convention on Contracts for the International Sale of Goods to these Terms of Sale. YOU EXPRESSLY AGREE THAT THE EXCLUSIVE JURISDICTION FOR ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF SALE SHALL BE FILED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN SMITH COUNTY IN THE STATE OF TEXAS, AND YOU FURTHER AGREE AND SUBMIT TO THE EXERCISE OF PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF LITIGATING ANY SUCH CLAIM OR ACTION. YOU WAIVE ALL DEFENSES OF LACK OF PERSONAL JURISDICTION AND FORUM NON CONVENIENS. Process may be served on you in the manner authorized by applicable law or court rule.

9. **Miscellaneous.** These Terms of Sale, including the Children's Privacy Notice, the Terms of Use and the Privacy Policy which are incorporated herein, constitute the entire agreement between you and us concerning the subject matter hereof and supersede all prior or contemporaneous agreements, negotiations, representations, and correspondence concerning the same subject matter. Any counteroffer or proposed material addition to or supplement of or material variation to the terms of this agreement, including, without limitation, in the boilerplate of purchase orders, is hereby expressly objected to or rejected. If any provision of these Terms of Sale is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Sale, so that these Terms of Sale will remain in full force and effect. The failure of either you or us to require performance by the other party of any provision of these Terms of Sale will not affect the right to require performance at any time in the future; nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of the provision itself. We will not be liable for any delays in performance or delivery due, in whole or in part, directly or indirectly, to an event of force majeure, including acts of God, war, riot, fire, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or any other circumstance beyond our reasonable control. If a copy of these Terms of Sale is translated into another language, the official and binding version shall be the English language version, which shall prevail in all instances.

12B.24

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH CODE TO THE FUTURE

BACKGROUND INFORMATION:
Code To The Future (CTTF) is the leader for Computer Science Immersion. CTTF partners with The League of Innovative Schools, which is an anchor of Digital Promise and helps leading districts across the nation to implement Computer Science across the curriculum, as early as Kindergarten.

The District will implement a Computer Science Immersion Program at Sunset Elementary to students in grades Kindergartent to sixth. Staff Development is provided once each year during the term of this five-year agreement (2017-18 to 2021-22). The cost implication is $266,000.00 to be paid in 5 installments at the beginning of each school year as follows:

School Year	Price	Due
2017-18	$100,000.00	July 31, 2017
2018-19	$67,000.00	July 15, 2018
2019-20	$33,000.00	July 15, 2019
2020-21	$33,000.00	July 15, 2020
2021-22	$33,000.00	July 15, 2021

RECOMMENDATION:
Approve 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.

☐ 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 #

$266,000.00	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:

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

AGREEMENT BETWEEN CODE TO THE FUTURE AND SAN YSIDRO SCHOOL DISTRICT FOR CURRICULUM AND INTEGRATION

This agreement is made and entered into this 14th day of July, 2017, by and between the Code To The Future, hereinafter called "CTTF" and San Ysidro School District, hereinafter called "SYSD".This Agreement will delineate the responsibilities, terms, and reimbursements for the relationship between CTTF and SYSD. This Agreement is offered with the best of intentions to clarify and manage expectations for the effective start to the Computer Science Immersion Program in SYSD.

1. Terms of Agreement
Duration: July 14, 2017 - June 30, 2022
Costs and Schedule of Payments attached hereto as "Exhibit A"

2. Curriculum and Materials License
As an expert in the area of Computer Science Education, CTTF has developed teaching tools, content, lesson plans, epic builds and other materials that it holds as proprietary information subject to and protected by the laws of the State of California and throughout the United States and elsewhere. A significant amount of CTTF's expenses and creative energy goes into creating the most advanced educational tools for the benefit of its clients and partners.

In exchange for providing CTTF's partners and clients access to its extremely confidential information, trade secrets and proprietary work product, SYSD agrees to not distribute and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF. SYSD also agrees that they are responsible for any negligence of its Educational Staff and District Employees who have or are provided access to CTTF's proprietary information and/or Confidential Information regarding the distribution and/or use the proprietary information and Confidential Information of CTTF without the express and written consent of CTTF.

3. League of Innovative Computer Science Schools
As bonus, CTTF is convening an invitation-only League for School Districts partnered with CTTF for Computer Science Immersion Programs. CTTF shall extend an invitation to SYSD to join the League for the duration of its partnership with CTTF. Upon acceptance into the League, SYSD commits to:

A. Attending League meetings which feature classroom visits, collaborative problem-solving, and relationship-building with peers
B. Communicate with CTTF to advance product development to meet district needs
C. Participate in the League's professional learning community by connecting with other members online and in-person

4. Partnership
SYSD acknowledges the value to both parties in highlighting the partnership between CTTF and SYSD. CTTF agrees to make press and other materials available to SYSD. SYSD agrees to allow CTTF to host recurring tours of the Computer Science Implementation, including up to five (5) visits per year at each of the sites with a Computer Science focus, spread gradually throughout each school year. CTTF agrees to utilize best practices from tours in other districts to minimize the impact on teachers and school site staff.

5. Equipment Required
SYSD acknowledges that computers and other equipment are critical to the success of its Computer Science Immersion Schools, and that SYSD is responsible for the purchasing and maintenance of this equipment. CTTF recommends that each school have a Computer Lab with non-Chromebook computers (such as Macbooks or PCs). CTTF recommends 1:1 Laptops as optimal, but a more limited implementation featuring fewer Laptops could be facilitated. Additional specific equipment recommendations can be made by CTTF to SYSD upon completion of a full inventory and district vision alignment recommended for July to allow for any procurement needs to be processed before implementation begins.

6. Quality Control Procedures
SYSD agrees to adhere to CTTF quality-control procedures, including the following:

A. Identifying a SYSD staff member to be responsible for quality control on the implementation and ensuring that the items on this agreement are met, including quality control measures. This staff member will report directly to the Superintendent or to the Superintendent's designee.
B. Requiring principals and staff of the Computer Science Immersion Schools to attend CTTF professional development training as a requirement of the implementation.
C. Requiring staff members from non-Immersion sites interested in implementing the CTTF curriculum in part or in whole to attend training prior to teaching the curriculum in their classroom.

7. Training and Support
Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

Summary of Curriculum Support Days for the 2017-18 School Year	
Support and Coaching at School 1 ES	36 days
Professional Development & Technical Assistance for SYSD teachers and staff	8 days
Summary of Curriculum Support Days for the 2018-19 School Year	
Support and Coaching at School 1 ES	24 days
Professional Development & Technical Assistance for SYSD teachers and staff	6 days
Summary of Curriculum Support Days for the 2019-20 School Year	
Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for SYSD teachers and staff	4 days
Summary of Curriculum Support Days for the 2020-21 School Year	
Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for SYSD teachers and staff	4 days
Summary of Curriculum Support Days for the 2021-22 School Year	
Support and Coaching at School 1 ES	12 days
Professional Development & Technical Assistance for SYSD teachers and staff	4 days

8. Schools Identified
SYSD shall identify the specific sites that this Agreement will apply to prior to scheduling professional development training. Beginning in 2017-18, school site 1 (as listed above) shall be an elementary school.

9. Independent Contractor Status
Status: CTTF is an independent contractor. Nothing contained in this agreement creates a joint venture, business partnership, employer/employee, principal-and-agent, or any similar relationship between the parties.

No Authority: CTTF has no authority to, and shall not, act as agent for or on behalf of SYSD or represent or bind it in any manner.

No Benefits: CTTF and its employees will not be entitled to any of the benefits afforded to SYSD employees.

10. Insurance
CTTF shall maintain public liability and property damage insurance to protect them and SYSD from all claims for personal injury, including accidental death, as well as from all claims for property damages arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth:

Commercial General Liability	$1,000,000 per occurrence/$2,000,000 aggregate
Sexual Abuse/Molestation	$1,000,000 per occurrence/$2,000,000 aggregate
Professional Liability	$1,000,000 per occurrence/$2,000,000 aggregate
Automobile Liability Insurance	$1,000,000 per occurrence/$1,000,000 aggregate
Workers Compensation and Employer's Liability	$500,000 each accident

CTTF shall file with SYSD Certificates of Insurance naming SYSD as an additional insured.

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

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

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

12. Termination

Any notice of termination of the Agreement by either party shall be delivered in writing and such notice shall not be deemed effective until the date of delivery.

With Cause by SYSD: SYSD may terminate this Agreement if CTTF fails to comply with any provision of the Agreement and CTTF fails to reasonably cure such breach within thirty (30) days following written notice from SYSD to CTTF. Written notice by SYSD shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days of CTTF's receipt of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) calendar days cease and terminate.

Non-Appropriation of Funds: SYSD may terminate this Agreement, in whole or in part due to insufficient funding with ninety (90) calendar days written notice to CTTF. SYSD shall pay for all services and shall not be entitled to a refund of monies paid, if any, incurred up to the final date of the termination.

With Cause by CTTF: Upon SYSD's failure to comply with any material provision of this Agreement and its failure to cure such breach within thirty (30) days written notice from CTTF, CTTF may terminate this Agreement upon ten (10) additional days written notice to SYSD and shall have no further obligation to SYSD. SYSD shall pay for all services, if any, incurred up to the final date of the termination.

Without Cause by SYSD: It is acknowledged that CTTF will incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty arising from the early termination of this Agreement. Accordingly, in lieu of determining the actual costs arising from CTTF's change of position/damages associated with early termination of the Agreement, SYSD agrees that there will be a fee for early termination of this Agreement other than with Cause or Non-Appropriation of Funds as described above. The fee set forth herein is intended to represent CTTF's actual costs/damages and are not intended as a penalty, and SYSD shall pay them to CTTF without limiting CTTF's right to otherwise terminate this Agreement for default or as otherwise provided elsewhere herein. If SYSD terminates the Agreement for any reason prior other than with Cause or Non-Appropriation of Funds as described above, the fee shall be the remaining balance owed for the fiscal school year in which GUSD terminates the Agreement and no refund of any prepayment shall be returned to SYSD and CTTF shall have no further obligation to SYSD beyond the date of termination.

Without Cause by CTTF: If CTTF terminates the Agreement without Cause as stated above, CTTF will refund the prorated remainder of any prepayment paid by SYSD and CTTF shall have no further obligation to SYSD beyond the date of termination.

13. Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed as given upon receipt of the addressee.

To CTTF:

Code To The Future
Doug Reznicek
13415 SE Silver Circle
Vancouver, WA 98683

To SAN YSIDRO SCHOOL DISTRICT:

San Ysidro School District
Julio Fonseca, Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173

14. Confidentiality Practices

Definition of Confidential Information: The term "Confidential Information" shall include any of CTTF's confidential, proprietary or trade secret information that is disclosed to SYSD or any of its employees/agents or anyone associated with SYSD who otherwise learns during the course of this Agreement such as, but not limited to, curriculum, copyrights, trademarks, service marks emblems or other indicia of origin used by CTTF, teaching methods, client or customer lists, business plans, financial statements, software diagrams, flow charts, client or customer information/lists, and other business information. Confidential Information shall not include any information which is (i) publicly available through no act of the SYSD , (ii) is rightly received by SYSD from a third party without restriction, or (iii) is independently developed by SYSD prior to or after this Agreement with CTTF.

Confidentiality Obligations: Both parties shall hold all Confidential Information in confidence in accordance with the terms of this agreement. SYSD acknowledges and agrees that CTTF desires to maintain the confidentiality of its Confidential Information and is making such information available to SYSD for use only in consent with the terms of this Agreement. SYSD further acknowledge and agrees that CTTF's Confidential Information is proprietary to and a valuable trade secret of CTTF and that any disclosure or unauthorized use thereof will cause irreparable loss and harm to CTTF. Therefore, SYSD agrees to not disclose CTTF's Confidential Information except as (i) may be required by law; and (ii) to outside counsel, accountants, and other representatives of SYSD . If SYSD is ever legally compelled to disclose any of the Confidential information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), SYSD will provide prompt written notice to CTTF of such requirement so that CTTF may seek a protective order or other such appropriate remedy and/or waive compliance with the terms hereof. In the event that such protective order or other remedy is not obtained or CTTF waives compliance with the provision thereof, SYSD agrees to furnish only that portion of the confidential Information which SYSD is advised by written opinion of counsel is legally required and to exercise best efforts to obtain assurance that the confidential treatment will be accorded such Confidential Information. Upon termination of this Agreement, SYSD agrees to promptly return to CTTF any and all Confidential Information of CTTF and all copies thereof. The mutual obligations concerning Confidential Information shall survive the termination of this Agreement.

SYSD staff will be the only individuals granted access to the CTTF Curriculum under this agreement. SYSD agrees to keep the curriculum confidential, and not to share with other districts, contractors, organizations, or any non-SYSD employees. SYSD further agrees that CTTF shall have no obligation to provide curricula to SYSD until full payment has been received by CTTF pursuant to Exhibit A and SYSD provides CTTF with signed copies of the Non-Disclosure and Confidentiality Agreement in the Form attached hereto as "Exhibit B" executed by District Office Personnel and Campus Administrators which the parties agree shall survive the termination of this Agreement.

15. License and Use Limits

License and access to CTTF tools, curriculum, and Confidential Information expire after the contracted period as defined between CTTF and SYSD. SYSD shall not provide, use, or distribute CTTF tools, curriculum, or Confidential information to school sites other than those identified in this Agreement without express written consent by CTTF. Upon termination of this Agreement either by expiration or early termination, SYSD shall provide CTTF with all documents produced maintained or collected by SYSD pursuant to this Agreement, whether or not such documents are final or draft documents.

16. Family/Client Confidentiality

All parties agree to abide by all statutes for the protection of family/client confidentiality. Medical information, case files, photographs taken of the students, contact information or information regarding students or their families may not be released without expressed written permission.

17. No Solicitation

During the terms of this Agreement and for a period of three (3) years following the termination of this Agreement, SYSD will not, directly or indirectly, solicit or otherwise induce any directors, owners, agents or employees of CTTF to leave CTTF. CTTF shall not engage in any business activities with SYSD's agents or employees without prior written consent.

18. Mediation

If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation. Mediation is a condition precedent to arbitration, litigation or any other judicial or alternative dispute resolution proceeding. The mediation shall be administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. In the event the parties are unable to agree on a mediator, a mediator shall be appointed by the administrator with AAA. All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise. The process shall be confidential based on terms acceptable to the mediator and/or AAA.

19. Arbitration
All disputes not resolved by mediation arising under or in connection with this Agreement, shall be submitted to a mutually agreeable arbitrator, or if the parties are unable to agree on an arbitrator within fifteen (15) days after a written demand for arbitration is made by either party, to American Arbitration Association ("AAA"), for binding arbitration in the County of San Diego. The parties shall have the discovery rights provided in Commercial Arbitration Rules. The arbitration hearing shall be commenced within ninety (90) days after the selection of an arbitrator by mutual agreement or, absent such mutual agreement, the filing of the application with AAA by either party hereto, and a decision shall be rendered by the arbitrator within thirty (30) days after the conclusion of the hearing. The arbitrator shall have complete authority to interpret this Section and to render any and all relief, legal and equitable, appropriate under California law, including the award of punitive damages where legally available and warranted. The arbitrator shall award costs of the proceeding, including reasonable attorneys' fees and the arbitrator's fee and costs, to the party determined to have substantially prevailed. Judgment on the award can be entered in a court of competent jurisdiction.

20. Revisions
This agreement may be revised at any time by the mutual written agreement of the parties.

21. Governing Law
This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California

22. Severability Clause
If any provision of this agreement is found to be unenforceable, all other provisions will remain in full force and effect.

CODE TO THE FUTURE	SAN YSIDRO SCHOOL DISTRICT
By: _____ Doug Reznicek Partnerships Analyst	By: _____ _____
Date:	Date:

EXHIBIT "A"

COSTS AND SCHEDULE OF PAYMENTS

PAYMENT SCHEDULE

Pricing	
2017-2018	$100,000
2018-2019	$67,000
2019-2020	$33,000
2020-2021	$33,000
2021-2022	$33,000

Payment Terms	
July 31, 2017	$100,000
July 15, 2018	$67,000
July 15, 2019	$33,000
July 15, 2020	$33,000
July 15, 2021	$33,000

All payments/required deposits are non-refundable.

EXHIBIT "B"

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

In consideration and as a condition of the Educational Staff's ("Staff") continued relationship with CODE TO THE FUTURE or any of its subsidiaries (collectively, "CTTF"), Staff agrees and understands as follows:

Staff understands and acknowledges that during the course of his or her working relationship with the CTTF, Staff may come into contact with or be provided with CTTF's confidential information, Trade Secrets, intellectual property, and curriculum, which the CTTF has not released to the general public (collectively, "Confidential Information").

Staff further understands CTTF has signed an agreement with Staff's School District that requires the School District and all of its employees, including Staff, to keep the CTTF's Confidential Information secret, confidential, and strictly limits its use and disclosure.

Staff acknowledges that: (a) During both the duration of relationship between the Parties and under the terms of the Agreement with CTTF, Educator may acquire CTTF's Confidential Information; (b) Disclosure of Confidential Information to others will be in violation of the agreement with the school district and will be highly detrimental to the interests of CTTF and its clients; and (c) Confidential Information is the property of the CTTF.

Accordingly, Staff agrees that at all times during the course of his or her working relationship with CTTF, Staff will hold in strictest confidence any and all Confidential Information of CTTF, meaning that Staff will not: (a) at any time, disclose any Confidential Information to any other person, firm, or corporation without written authorization of CTTF; (b) use Confidential Information for any purpose other than that required by their contemplated contractual relationship with CTTF and for the benefit of CTTF; and (c) at any time, or in any way, take or reproduce Confidential Information unless required by said contemplated contractual relationship. Except as essential to Staff's obligations pursuant to their relationship with CTTF, Staff shall not make any duplication or other copy of the Confidential Information including CTTF's curriculum. Staff shall not remove Confidential Information or proprietary property or documents without written authorization. Immediately upon request from CTTF, Staff shall return to CTTF all Confidential Information, material or proprietary property or documents.

AGREED AND ACKNOWLEDGED:

EDUCATIONAL STAFF:

Printed Name: _____ Date: _____

Signature: _____

School: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D., Superintendent

SCHOOL/DEPARTMENT: Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH PRINCIPAL'S EXCHANGE FOR SUMMER INSTITUTE

BACKGROUND INFORMATION:
Principal's Exchange is a State-approved Technical Support Provider, who supports the District in their continued efforts to promote student success. Principal's Exchange will provide a Common Core Summer Institute for site and key District administrators with professional development workshops.

Summer Institute participants will develop a common understanding of research and best practices related to the teaching of English Language Development (ELD) for K-8 and Formative Assessment in Common Core Math for the middle school grades. In addition, teachers assigned to teach in Spanish for the 2016-17 school year will participate in the next iteration of the District's equity-driven Curriculum Alignment initiative focused on clearly defining the expectations for teaching and learning in Spanish as part of the District Language Acquisition Programs.

On May 11, 2017, the Governing Board approved the agreement for an 8-day Common Core Summer Institute. Administration is requesting two additional days (August 10-11, 2017) to cover important training/information. The cost for two extra days is $11,740.00.

RECOMMENDATION:
Approve 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.

☐ **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 #: _____

New Total $245,255.00 (Amount)	Title II Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Principal's Exchange
2101 East Fourth St. Bldg B, 2nd Floor
Santa, Ana, CA 92705

June 12, 2017

To: Manuela Colom
Executive Director of Curriculum and Instruction, San Ysidro School District

AMENDMENT

From: Marty Maya
Sr. Operations Consultant, Principal's Exchange
marty_c@principals-exchange.org
(626) 644-8003

RE: Summer Support Proposal (Additional two days)

It is with pleasure that we submit this proposal to continue our partnership with your district. As a State-approved Technical Support Provider, we welcome the opportunity to support the San Ysidro S.D. in your continued efforts to promote student success. Participants will develop a common understanding of research and best practice related to the teaching of English Language Development (ELD) K-8 and Formative Assessment in Common Core Math for the middle school grades. In addition, teachers assigned to teach in Spanish for the 2017-18 school year will participate in the next iteration of the district's equity-driven Curriculum Alignment initiative focused on clearly defining the expectations for teaching and learning in Spanish as part of the district language acquisition programs.

The table below outlines the projects you have requested.

Principal's Exchange
2101 East Fourth St. Bldg B, 2nd Floor
Santa, Ana, CA 92705

Project	Description	Timeframe	Support
Assessment/ Matrix Revision	**Additional 2 days:** **Specifically for teachers assigned to teach in Spanish during 2017-18 as part of language acquisition programs in elementary schools.** • Spanish adaptations of ELA matrices • Plan for creating common assessments • Spanish to English Transferability through Metacognitive Strategies	**2 days** **Aug 10-11** **Full Days**	Robin to facilitate Inclusive of collaboration before and project finalizing after institutes
Total Cost			**$11,740**

All other terms and conditions on original Professional Services Agreement dated May 12, 2017 remain the same. Authorized representatives of the parties have executed this Amendment as indicated below.

Principal's Exchange

Randy Barth, Executive Chairman

Date:_____

San Ysidro School District

J. Arturo Sanchez Macias, Deputy Superintendent

Date:_____ Board Approved:_____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH MCGRAW HILL EDUCATION FOR MY MATH PROGRAM

BACKGROUND INFORMATION:
The Governing Board approved the Mathematics Adoption on April 13, 2017 for implementation during the 2017-18 school year. A committee of teachers reviewed different materials as part of the adoption process and recommended the McGraw Hills Education *My Math* Program for grades Kinder to 5th.

The purchase agreement includes the *My Math* instructional materials for grades Kindergarten to 5th with an 8-year subscription and training for teachers for the initial implementation. The Premium system contains: • McGraw-Hill My Math My Learning Station, • Real-World Problem Solving Readers (Beyond/Approaching), • Teacher Guide, • Math Connects, • Real-World Problem Solving Readers Deluxe Package (On Level), • My Math Countdown to Common Core Mathematics Performance Tasks, • McGraw-Hill My Math Teacher Edition, Volume 1 & 2, • My Math Online eTeacher Edition, • My Math Online eStudent Edition (8 yr. subscriptions), • Assessment Masters and • My Math Student Edition Volume 1 & 2.

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Estimated Cost $734,496.83 (Amount)	Lottery Fund (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SALES REP INFORMATION:

Hilary Paane
hilary.paane@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
La Mirada Elem-My Math K-5	$100,297.18	$0.00	$100,297.18
PRODUCT TOTAL*	$100,297.18	$0.00	$100,297.18
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$7,773.01
GRAND TOTAL*			$108,070.19

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/27/2017
QUOTE NUMBER: SRICH-06272017-009
ACCOUNT NAME: San Ysidro Elem Sch Dist
ACCOUNT #: 244904
EXPIRATION DATE: 08/11/2017
PAGE #: 1

Mc Graw Hill Education

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
La Mirada Elem-My Math K-5					
Grade K					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE K	978-0-07-679700-4	5	$3,182.97	$0.00	$15,914.85
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE K	978-0-02-143638-5	2	$260.40	$0.00	$520.80
			Grade K Subtotal:	**$0.00**	**$16,435.65**
Grade 1					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 1	978-0-07-669060-2	5	$3,182.97	$0.00	$15,914.85
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 1	978-0-02-143639-2	2	$260.40	$0.00	$520.80
			Grade 1 Subtotal:	**$0.00**	**$16,435.65**
Grade 2					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 2	978-0-07-667509-8	5	$3,182.97	$0.00	$15,914.85
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 2	978-0-02-143642-2	2	$260.40	$0.00	$520.80
			Grade 2 Subtotal:	**$0.00**	**$16,435.65**
Grade 3					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 3	978-0-07-673405-4	4	$3,782.11	$0.00	$15,128.44
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 3	978-0-02-143643-9	3	$260.40	$0.00	$781.20
			Grade 3 Subtotal:	**$0.00**	**$15,909.64**
Grade 4					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 4	978-0-07-680708-6	4	$3,782.11	$0.00	$15,128.44
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 4	978-0-02-143644-6	2	$260.40	$0.00	$520.80
			Grade 4 Subtotal:	**$0.00**	**$15,649.24**
Grade 5					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 5	978-0-07-670184-1	5	$3,782.11	$0.00	$18,910.55
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 5	978-0-02-143646-0	2	$260.40	$0.00	$520.80
			Grade 5 Subtotal:	**$0.00**	**$19,431.35**
			La Mirada Elem-My Math K-5 Subtotal:	**$0.00**	**$100,297.18**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-009 ACCOUNT #: 244904 PAGE #: 2

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QUOTE PREPARED FOR:

LA MIRADA SCHOOL

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

VALUE OF ALL MATERIALS	$100,297.18
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$100,297.18**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$7,773.01
GRAND TOTAL	**$108,070.19**

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____ FOR LA MIRADA SCHOOL

J. Arturo Sanchez Macias, Deputy Superintendent
Name of School Official (Please Print)

_____
Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SALES REP INFORMATION:

Hilary Paane
hilary.paane@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Ocean View Elem-My Math K-5	$163,920.78	$0.00	$163,920.78
PRODUCT TOTAL*	$163,920.78	$0.00	$163,920.78
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$12,703.85
GRAND TOTAL*			$176,624.63

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/27/2017
QUOTE NUMBER: SRICH-06272017-010
ACCOUNT NAME: San Ysidro Elem Sch Dist
ACCOUNT #: 244904
EXPIRATION DATE: 08/11/2017
PAGE #: 1

Mc Graw Hill Education

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Ocean View Elem-My Math K-5					
Grade K					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE K	978-0-07-679700-4	7	$3,182.97	$0.00	$22,280.79
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE K	978-0-02-143638-5	2	$260.40	$0.00	$520.80
			Grade K Subtotal:	**$0.00**	**$22,801.59**
Grade 1					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 1	978-0-07-669060-2	7	$3,182.97	$0.00	$22,280.79
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 1	978-0-02-143639-2	2	$260.40	$0.00	$520.80
			Grade 1 Subtotal:	**$0.00**	**$22,801.59**
Grade 2					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 2	978-0-07-667509-8	8	$3,182.97	$0.00	$25,463.76
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 2	978-0-02-143642-2	2	$260.40	$0.00	$520.80
			Grade 2 Subtotal:	**$0.00**	**$25,984.56**
Grade 3					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 3	978-0-07-673405-4	8	$3,782.11	$0.00	$30,256.88
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 3	978-0-02-143643-9	2	$260.40	$0.00	$520.80
			Grade 3 Subtotal:	**$0.00**	**$30,777.68**
Grade 4					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 4	978-0-07-680708-6	8	$3,782.11	$0.00	$30,256.88
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 4	978-0-02-143644-6	2	$260.40	$0.00	$520.80
			Grade 4 Subtotal:	**$0.00**	**$30,777.68**
Grade 5					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 5	978-0-07-670184-1	8	$3,782.11	$0.00	$30,256.88
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 5	978-0-02-143646-0	2	$260.40	$0.00	$520.80
			Grade 5 Subtotal:	**$0.00**	**$30,777.68**
			OVH Elem-My Math K-5 Subtotal:	**$0.00**	**$163,920.78**

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QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-010 ACCOUNT #: 244904 PAGE #: 2

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

OCEAN VIEW HILLS SCHOOL

VALUE OF ALL MATERIALS	$163,920.78
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$163,920.78**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$12,703.85
GRAND TOTAL	**$176,624.63**

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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School Purchase Order Number: _____ FOR OCEAN VIEW HILLS SCHOOL

J. Arturo Sanchez Macias, Deputy Superintendent
Name of School Official (Please Print)

_____
Signature of School Official

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QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-010 ACCOUNT #: 244904 PAGE #: 3

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SALES REP INFORMATION:

Hilary Paane
hilary.paane@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Smythe Elem-My Math K-5	$133,898.92	$0.00	$133,898.92
PRODUCT TOTAL*	$133,898.92	$0.00	$133,898.92
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$10,377.15
GRAND TOTAL*			$144,276.07

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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QUOTE DATE: 06/27/2017
QUOTE NUMBER: SRICH-06272017-011
ACCOUNT NAME: San Ysidro Elem Sch Dist
ACCOUNT #: 244904
EXPIRATION DATE: 08/11/2017
PAGE #: 1

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Smythe Elem-My Math K-5					
Grade K					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE K	978-0-07-679700-4	6	$3,182.97	$0.00	$19,097.82
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE K	978-0-02-143638-5	1	$260.40	$0.00	$260.40
			Grade K Subtotal:	**$0.00**	**$19,358.22**
Grade 1					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 1	978-0-07-669060-2	6	$3,182.97	$0.00	$19,097.82
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 1	978-0-02-143639-2	1	$260.40	$0.00	$260.40
			Grade 1 Subtotal:	**$0.00**	**$19,358.22**
Grade 2					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 2	978-0-07-667509-8	7	$3,182.97	$0.00	$22,280.79
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 2	978-0-02-143642-2	1	$260.40	$0.00	$260.40
			Grade 2 Subtotal:	**$0.00**	**$22,541.19**
Grade 3					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 3	978-0-07-673405-4	7	$3,782.11	$0.00	$26,474.77
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 3	978-0-02-143643-9	1	$260.40	$0.00	$260.40
			Grade 3 Subtotal:	**$0.00**	**$26,735.17**
Grade 4					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 4	978-0-07-680708-6	6	$3,782.11	$0.00	$22,692.66
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 4	978-0-02-143644-6	1	$260.40	$0.00	$260.40
			Grade 4 Subtotal:	**$0.00**	**$22,953.06**
Grade 5					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 5	978-0-07-670184-1	6	$3,782.11	$0.00	$22,692.66
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 5	978-0-02-143646-0	1	$260.40	$0.00	$260.40
			Grade 5 Subtotal:	**$0.00**	**$22,953.06**
			Smythe Elem-My Math K-5 Subtotal:	**$0.00**	**$133,898.92**

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QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-011 ACCOUNT #: 244904 PAGE #: 2

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QUOTE PREPARED FOR:

SMYTHE SCHOOL

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

VALUE OF ALL MATERIALS	$133,898.92
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$133,898.92**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$10,377.15
GRAND TOTAL	**$144,276.07**

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

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School Purchase Order Number: _____ FOR SMYTHE SCHOOL

J. Arturo Sanchez Macias, Deputy Superintendent
Name of School Official (Please Print)

_____
Signature of School Official

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QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-011 ACCOUNT #: 244904 PAGE #: 3

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SALES REP INFORMATION:

Hilary Paane
hilary.paane@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Sunset Elem-My Math K-5	$131,497.15	$0.00	$131,497.15
PRODUCT TOTAL*	$131,497.15	$0.00	$131,497.15
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$10,191.01
GRAND TOTAL*			$141,688.16

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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QUOTE DATE: 06/27/2017
QUOTE NUMBER: SRICH-06272017-013
ACCOUNT NAME: San Ysidro Elem Sch Dist
ACCOUNT #: 244904
EXPIRATION DATE: 08/11/2017
PAGE #: 1

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Sunset Elem-My Math K-5					
Grade K					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE K	978-0-07-679700-4	6	$3,182.97	$0.00	$19,097.82
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE K	978-0-02-143638-5	1	$260.40	$0.00	$260.40
			Grade K Subtotal:	**$0.00**	**$19,358.22**
Grade 1					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 1	978-0-07-669060-2	6	$3,182.97	$0.00	$19,097.82
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 1	978-0-02-143639-2	1	$260.40	$0.00	$260.40
			Grade 1 Subtotal:	**$0.00**	**$19,358.22**
Grade 2					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 2	978-0-07-667509-8	6	$3,182.97	$0.00	$19,097.82
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 2	978-0-02-143642-2	1	$260.40	$0.00	$260.40
			Grade 2 Subtotal:	**$0.00**	**$19,358.22**
Grade 3					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 3	978-0-07-673405-4	7	$3,782.11	$0.00	$26,474.77
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 3	978-0-02-143643-9	1	$260.40	$0.00	$260.40
			Grade 3 Subtotal:	**$0.00**	**$26,735.17**
Grade 4					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 4	978-0-07-680708-6	6	$3,782.11	$0.00	$22,692.66
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 4	978-0-02-143644-6	2	$260.40	$0.00	$520.80
			Grade 4 Subtotal:	**$0.00**	**$23,213.46**
Grade 5					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 5	978-0-07-670184-1	6	$3,782.11	$0.00	$22,692.66
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 5	978-0-02-143646-0	3	$260.40	$0.00	$781.20
			Grade 5 Subtotal:	**$0.00**	**$23,473.86**
			Sunset Elem-My Math K-5 Subtotal:	**$0.00**	**$131,497.15**

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QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-013 ACCOUNT #: 244904 PAGE #: 2

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

SUNSET SCHOOL

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

VALUE OF ALL MATERIALS	$131,497.15
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$131,497.15**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$10,191.01
GRAND TOTAL	**$141,688.16**

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

Comments:

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School Purchase Order Number: _____ FOR SUNSET SCHOOL

J. Arturo Sanchez Macias, Deputy Superintendent
Name of School Official (Please Print)

_____
Signature of School Official

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QUOTE DATE: 06/27/2017
QUOTE NUMBER: SRICH-06272017-013
ACCOUNT NAME: San Ysidro Elem Sch Dist
ACCOUNT #: 244904
EXPIRATION DATE: 08/11/2017
PAGE #: 3

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4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

CONTACT:

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elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SUBSCRIPTION/DIGITAL CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SALES REP INFORMATION:

Hilary Paane
hilary.paane@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Willow Elem-My Math K-5	$152,053.65	$0.00	$152,053.65
PRODUCT TOTAL*	$152,053.65	$0.00	$152,053.65
ESTIMATED S&H**			$0.00
ESTIMATED TAX**			$11,784.13
GRAND TOTAL*			$163,837.78

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

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QUOTE DATE: 06/27/2017
QUOTE NUMBER: SRICH-06272017-014
ACCOUNT NAME: San Ysidro Elem Sch Dist
ACCOUNT #: 244904
EXPIRATION DATE: 08/11/2017
PAGE #: 1

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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Willow Elem-My Math K-5					
Grade K					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE K	978-0-07-679700-4	7	$3,182.97	$0.00	$22,280.79
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE K	978-0-02-143638-5	2	$260.40	$0.00	$520.80
			Grade K Subtotal:	**$0.00**	**$22,801.59**
Grade 1					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 1	978-0-07-669060-2	7	$3,182.97	$0.00	$22,280.79
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 1	978-0-02-143639-2	2	$260.40	$0.00	$520.80
			Grade 1 Subtotal:	**$0.00**	**$22,801.59**
Grade 2					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 2	978-0-07-667509-8	8	$3,182.97	$0.00	$25,463.76
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 2	978-0-02-143642-2	2	$260.40	$0.00	$520.80
			Grade 2 Subtotal:	**$0.00**	**$25,984.56**
Grade 3					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 3	978-0-07-673405-4	7	$3,782.11	$0.00	$26,474.77
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 3	978-0-02-143643-9	2	$260.40	$0.00	$520.80
			Grade 3 Subtotal:	**$0.00**	**$26,995.57**
Grade 4					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 4	978-0-07-680708-6	7	$3,782.11	$0.00	$26,474.77
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 4	978-0-02-143644-6	1	$260.40	$0.00	$260.40
			Grade 4 Subtotal:	**$0.00**	**$26,735.17**
Grade 5					
MY MATH CALIFORNIA PREMIUM SYSTEM 8 YEAR SUBSCRIPTION GRADE 5	978-0-07-670184-1	7	$3,782.11	$0.00	$26,474.77
MY MATH TEACHER BUNDLE 8 YEAR SUBSCRIPTION GRADE 5	978-0-02-143646-0	1	$260.40	$0.00	$260.40
			Grade 5 Subtotal:	**$0.00**	**$26,735.17**
			Willow Elem-My Math K-5 Subtotal:	**$0.00**	**$152,053.65**

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QUOTE DATE: 06/27/2017 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 08/11/2017
QUOTE NUMBER: SRICH-06272017-014 ACCOUNT #: 244904 PAGE #: 2

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QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
4350 OTAY MESA RD
SAN YSIDRO, CA 92173
ACCOUNT NUMBER: 244904

WILLOW SCHOOL

VALUE OF ALL MATERIALS	$152,053.65
FREE MATERIALS	$0.00
PRODUCT TOTAL*	**$152,053.65**
ESTIMATED SHIPPING & HANDLING**	$0.00
ESTIMATED TAX**	$11,784.13
GRAND TOTAL	**$163,837.78**

CONTACT:

Elizabeth Originales
elizabet@sysd.k12.ca.us
(619) 428-4476 x3109

SUBSCRIPTION/DIGITAL CONTACT:

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BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS FOR THE SOLUTION, YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE, THAT YOU AGREE TO THESE TERMS OF SERVICE, THE TERMS OF USE, AND PRIVACY NOTICE AND YOU WILL COMPLY WITH SUCH TERMS IN CONNECTION WITH YOUR USE OF THE SOLUTION. YOU AGREE THAT (i) YOU ARE AN EMPLOYEE, DIRECTOR, OR AGENT OF THE SUBSCRIBER; (ii) YOU HAVE CONFIRMED THAT SUBSCRIBER HAS AGREED TO BE BOUND TO THESE TERMS OF SERVICE, THE TERMS OF USE, AND PRIVACY NOTICE; AND (iii) THE SUBSCRIBER HAS AUTHORIZED YOU TO USE THE SOLUTION ON ITS BEHALF.

1. **THE SOLUTION.** MHE has developed a web-based solution that enables users to access certain online products and services offered by MHE (the "Solution") through our website (the "Website"). MHE hereby grants Subscriber a non-exclusive, non-transferable right to access and use the Solution, and allow its End Users to access and use the Solution, through the Website, solely for educational purposes (the "License"). Payments shall be due within thirty (30) days after receipt of the applicable invoice.
2. **END USER ACCESS TO MHE CONTENT.**
    1. **LMS INTEGRATION.** If the Solution is integrated with Subscriber's learning management system, each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") may access the Solution through a single sign on process ("SSO"). Subscriber and its End Users are granted access to certain online educational products and services (the "Services") and related content and information (together with the Services, the "MHE Content") via the SSO integration.
    2. **USER NAMES AND ACCESS CODES.** If the Solution is not integrated with Subscriber's LMS, MHE shall provide an individualized user name and access code to initiate access to the Solution by Subscriber's designated administrator(s) identified on the Registration Page or designated by Subscriber in writing (the "Subscriber Administrator(s)"). The Subscriber Administrator(s) shall create an individualized user name for each administrator, faculty member, and student enrolled by the Subscriber (each a

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designated "End User"). MHE or its third party service provider shall provide Subscriber with an access code for the End User to access the Solution ("End User Access Code"). Subscriber shall be responsible for keeping an accurate record of the Access Code and user name assigned to each End User. Subscriber will be required to register End Users that are students of Subscriber ("Students") with MHE in order to obtain access codes for the additional Services (the "Service Access Code"), and Students may then access the Solution and the MHE Content by entering their user name and the applicable Service Access Code.

3. ADDITIONAL TERMS. All use of the MHE Content is subject to the additional terms agreed to by the parties in connection with use of such MHE Content, including, without limitation, any prohibitions on distribution of the MHE Content to students or third parties. End Users will be required to agree to the Terms of Use (http://www.mheducation.com/terms-use.html) to access the Solution and the MHE Content.

3. ADDITIONAL SERVICES. MHE may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any Professional Services to be provided by MHE to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between MHE and Subscriber.

4. APPLICABLE LAW. Subscriber is familiar with and agrees to be responsible for compliance with the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 20 U.S.C. § 1232g and 34 CFR Part 99 (collectively, "FERPA") and all other laws rules or regulations concerning the collection, use, and disclosure of Personal Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Law"). "Personal Information" means any and all information that could, individually or when combined with other information, identify an individual.

5. SUBSCRIBER INFORMATION. All information concerning Subscriber, and Personal Information concerning End Users (collectively, "Subscriber Information") shall belong to the Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing notice to the extent required under Applicable Law in connection with the collection, use and/or disclosure of Personal Information from End Users and (b) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personal Information.

6. MHE USE OF SUBSCRIBER INFORMATION. As a service provider to Subscriber, MHE will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Law to protect the confidentiality, security, and integrity of Personal Information and Subscriber Information received by MHE in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that MHE has the right to use the Personal Information and Subscriber Information collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personal Information and Subscriber Information will be used by MHE for Research Purposes only in the aggregate and so that the privacy of the individual's Personal Information will be maintained. MHE shall enable Subscriber to maintain compliance with FERPA in connection with its use of the Solution.

7. FERPA. MHE acknowledges that in the course of Subscriber's use of the Services, personally identifiable information about students ("Sensitive Student Data") may be disclosed to MHE. MHE acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Sensitive Student Data. Per these requirements, MHE agrees that under applicable law, regulation and policy, officers, employees, and agents of MHE who access Sensitive Student Data may use such data only for the purposes for which such data has been made available to the MHE. MHE and its contractors, suppliers and licensors shall only use Sensitive Student Data for the purpose of facilitating the performance, delivery or use of the Services. For further information about MHE's data privacy and security practices, read Privacy Notice (//www.mheonline.com/pages/display/privacynotice_view).

8. OWNERSHIP. No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber's license with respect to the Solution and any other materials provided hereunder is only as expressly set forth in these Terms of Service. Subscriber shall have no right to use the Solution for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, MHE's right, title, and interest in the Solution.

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10. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations), MHE may terminate this Agreement on five (5) business days prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing MHE with no less than thirty (30) days prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, MHE may terminate this Agreement on at least sixty (60) days prior written notice.

11. **EFFECT OF TERMINATION OR EXPIRATION.** Subscriber's right to use the Solution shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 15 ("Indemnification") and Section 16 ("Miscellaneous").

12. **CONFIDENTIALITY.** The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personal Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know basis;" provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

13. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MHE DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION ANY OTHER MATERIALS OR SOLUTION PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MHE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MHE MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE SOLUTION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MHE, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that MHE may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

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15. **INDEMNIFICATION.** MHE shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. Subscriber shall indemnify, defend and hold harmless MHE from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by MHE hereunder.

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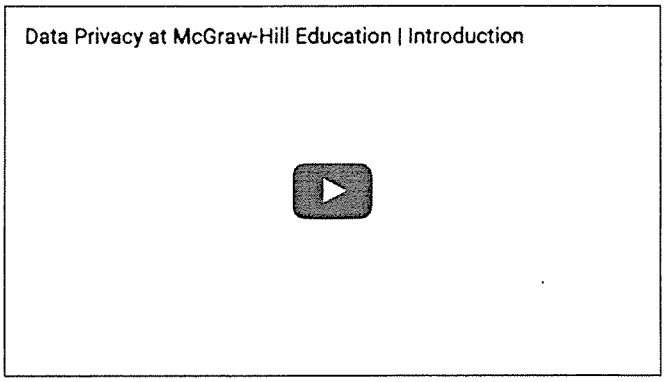

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Chief Privacy Officer
McGraw-Hill Education
2 Penn Plaza, 20th Floor
New York, NY 10121

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External Resources

- Common Sense Media – Privacy and Internet Safety (https://www.commonsensemedia.org/privacy-and-internet-safety)
- CLIP – Center for Law and Information Policy at Fordham Law School (http://law.fordham.edu/center-on-law-and-information-policy/clip.htm)
- COSN – Protecting Privacy in Connected Learning (http://www.cosn.org/focus-areas/leadership-vision/protecting-privacy)
- Data Quality Campaign – Privacy, Security, and Confidentiality (http://dataqualitycampaign.org/action-issues/privacy-security-confidentiality/)
- All About Do Not Track – Cookie Management (http://allaboutdnt.com/)

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SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH COLLEGEBOARD FOR SPRINGBOARD MATH PROGRAM

BACKGROUND INFORMATION:
The Governing Board approved the Mathematics Adoption on April 13, 2017 for implementation during the 2017-18 school year. A committee of teachers reviewed different materials as part of the adoption process and recommended the CollegeBoard's SpringBoard Program for grades 6th to 8th.

The purchase agreement with CollegeBoard includes SpringBoard Math materials for grades 6th to 8th and training for teachers for the initial implementation. Materials include: • student and teacher editions, • a website license to SpringBoard Digital and • professional development and coaching services that feature rigorous standards, instructional resources and formative assessments in mathematics through a web-supported integrated program.

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Estimated Cost		
$45,398.67	Lottery Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

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2017-2018 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Vista Del Mar Middle School
Contact for Materials	Maria Rodriguez
Contact Email Address:	mrodriguez@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext. 3999
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information)

* Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact
Phone
Email *

Special Delivery Instructions:

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.75	212	$ 3,763.00	978-1-4573-0156-8	$91.00	4	$ 364.00
Course 3 - 2014©	978-1-4573-0150-6	$17.75	227	$ 4,029.25	978-1-4573-0157-5	$91.00	4	$ 364.00
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.25		$ -	978-1-4573-0161-2	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.75	30	$ 562.50	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$9,082.75

Continue to Page 2 for ELA and ELD Materials

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ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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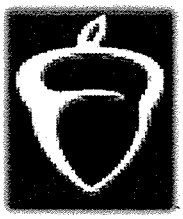
Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$9,082.75
Shipping (10%)	$908.28
Overall Total	**$9,991.03**

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SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.

Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations. Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.

To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.

Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.

Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.

Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.

You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

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IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

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Confidentiality. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Customer of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. Be aware that the College Board website cookies do not contain personally identifiable information.

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Except for the license expressly granted herein, Customer shall have no rights to or other interests in the website, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days for accounts that have been paid.

Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2017-2018 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	San Ysidro Middle School
Contact for Materials	Roberto Carrillo
Contact Email Address:	roberto.carrillo@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext.3299
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	
Phone	
Email *	
Special Delivery Instructions:	

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75		$ -	978-1-4573-0155-1	$91.00		$ -
Course 2 - 2014©	978-1-4573-0149-0	$17.75	419	$ 7,437.25	978-1-4573-0156-8	$91.00	3	$ 273.00
Course 3 - 2014©	978-1-4573-0150-6	$17.75	389	$ 6,904.75	978-1-4573-0157-5	$91.00	3	$ 273.00
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.25		$ -	978-1-4573-0161-2	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.75	40	$ 750.00	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$15,638.00

Continue to Page 2 for ELA and ELD Materials

12B.28
Page 7 of 36

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CollegeBoard **SpringBoard**

2017-2018 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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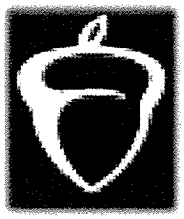
CollegeBoard **SpringBoard**

2017-2018 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$15,638.00
Shipping (10%)	$1,563.80
Overall Total	**$17,201.80**

Continue to Page 4 for Policies

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CollegeBoard SpringBoard®

Policies

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By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.
SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.
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Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

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Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. The College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Customer acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Customer. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. The College Board encourages Customer to read the policies of Service Provider, because their privacy practices may differ from the College Board's practices.

Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.
Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations. Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.
To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.
Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.
Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.
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You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

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IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

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Confidentiality. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Customer of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

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Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days for accounts that have been paid.
Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**®

2017-2018 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Willow Elementary
Contact for Materials	Manuel Bojorquez/Ana V. Trattner
Contact Email Address:	mbojorquez@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext.3799
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact _____
Phone _____
Email * _____

Special Delivery Instructions: _____

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75	157	$ 2,786.75	978-1-4573-0155-1	$91.00	7	$ 637.00
Course 2 - 2014©	978-1-4573-0149-0	$17.75		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.75		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
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Integrated Math I 2017©	978-1-4573-0542-9	$18.75		$ -	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$3,423.75

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard SpringBoard®

2017-2018 California Materials Order Form

ELA California Edition & ELD

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ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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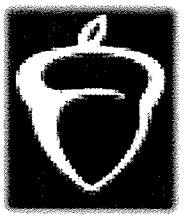
CollegeBoard **SpringBoard**

2017-2018 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$3,423.75
Shipping (10%)	$342.38
Overall Total	**$3,766.13**

Continue to Page 4 for Policies

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Policies

Below are the terms and conditions for your use of SpringBoard®.
By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.

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Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

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Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

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Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations. Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.
To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.
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Confidentiality. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Customer of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

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Except for the license expressly granted herein, Customer shall have no rights to or other interests in the website, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days for accounts that have been paid.
Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**

2017-2018 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Sunset Elementary
Contact for Materials	Efrain Burciaga/Adriana Aguilar
Contact Email Address:	eburciaga@syd.k12.ca.us
Contact Phone:	(619)428-4476 Ext.3699
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) — * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	
Phone	
Email *	
Special Delivery Instructions:	

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75	165	$ 2,928.75	978-1-4573-0155-1	$91.00	8	$ 728.00
Course 2 - 2014©	978-1-4573-0149-0	$17.75		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.75		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.25		$ -	978-1-4573-0161-2	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.75		$ -	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$3,656.75

Continue to Page 2 for ELA and ELD Materials

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CollegeBoard **SpringBoard**®

2017-2018 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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Close Reading Workshop, Writing Workshop & ELA Posters

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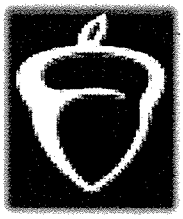
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
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CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
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WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$3,656.75
Shipping (10%)	$365.68
Overall Total	**$4,022.43**

Continue to Page 4 for Policies

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Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

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Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.
You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Customer of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. Be aware that the College Board website cookies do not contain personally identifiable information.
Some Service Providers use cookies on College Board site(s). The College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by the College Board website(s) only and does not cover the use of cookies by any third-party providers.

Proprietary Rights. The College Board and its service providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Customer acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. Customer agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.
Except for the license expressly granted herein, Customer shall have no rights to or other interests in the website, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days for accounts that have been paid.
Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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CollegeBoard **SpringBoard**®

2017-2018 California Materials Order Form

To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Smythe Elementary
Contact for Materials	Joel Tapia/Patricia Burch
Contact Email Address:	joel.tapia@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext.3599
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact	
Phone	
Email *	
Special Delivery Instructions:	

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75	132	$ 2,343.00	978-1-4573-0155-1	$91.00	6	$ 546.00
Course 2 - 2014©	978-1-4573-0149-0	$17.75		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.75		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.25		$ -	978-1-4573-0161-2	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.75		$ -	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,889.00

Continue to Page 2 for ELA and ELD Materials

12B.28
Page 22 of 36

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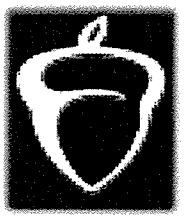
CollegeBoard **SpringBoard**®

2017-2018 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard **SpringBoard**®

2017-2018 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	**ISBN**	**Price**	**Quantity**	**Cost**
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	**ISBN**	**Price**	**Quantity**	**Cost**	**ISBN**	**Price**	**Quantity**	**Cost**
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,889.00
Shipping (10%)	$288.90
Overall Total	**$3,177.90**

Continue to Page 4 for Policies

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CollegeBoard SpringBoard®

Policies

Below are the terms and conditions for your use of SpringBoard®.
By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

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Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.
You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

General Disclaimer. THE COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.
IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Customer of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. Be aware that the College Board website cookies do not contain personally identifiable information.
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Except for the license expressly granted herein, Customer shall have no rights to or other interests in the website, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days for accounts that have been paid.
Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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To place an order: Return signed order form with purchase order/check to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Ocean View Hills Elementary
Contact for Materials	Nadia Aviles/Gloria Mena
Contact Email Address:	naviles@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext.3899
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School	Ship To Contact	
Ship Location	San Ysidro School District's Warehouse	Phone	
Address 1	4350 Otay Mesa Road	Email *	
Address 2		Special Delivery Instructions:	
City	San Ysidro		
State, Zip	CA, 92173		

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL ▼ PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75	184	$ 3,266.00	978-1-4573-0155-1	$91.00	8	$ 728.00
Course 2 - 2014©	978-1-4573-0149-0	$17.75		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.75		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.25		$ -	978-1-4573-0161-2	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.75		$ -	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$3,994.00

Continue to Page 2 for ELA and ELD Materials

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ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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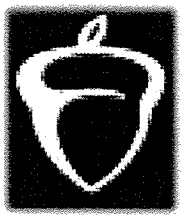
Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -



PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$3,994.00
Shipping (10%)	$399.40
Overall Total	**$4,393.40**

Continue to Page 4 for Policies

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Policies

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By acquiring College Board's SpringBoard® program, you ("Customer" or "You") accept the terms of this Agreement. Should Customer fail to comply with these requirements, the College Board will terminate online access without liability. If Customer subscribes to SpringBoard pursuant to a separate written contract or order form with the College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between the College Board and Customer for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.
SpringBoard® Program Overview. The College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional development and coaching services, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program"). For more details on the SpringBoard Program, see: http://springboardprogram.collegeboard.org/.
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Site License. The College Board hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital in accordance with the terms and conditions governing use of and access to SpringBoard Digital for teachers and for students located at Customer's URL to access SpringBoard Digital ("Site Terms and Conditions"), and to use all content available on SpringBoard Digital in print or otherwise provided to Customer, and the privacy policy for SpringBoard Digital also located at Customer's URL ("Privacy Policy"). Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Customer in mathematics and/or English language arts within the Schools. Unless Customer is ordering SpringBoard "Digital Only", College Board shall provide Customer with one consumable student edition for each license granted for students and one teacher edition for each teacher. College Board shall provide Customer with these consumable editions annually at the start of each school year.

Schools' Compliance with License Terms. Customer shall be responsible for the Schools' compliance with the terms of all Licenses.

Access to SpringBoard. Customer will access SpringBoard Digital via the College Board's website. Customer understands and agrees that there is a risk of interruption to websites. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Customer to the extent necessary to address technical and other business needs of the College Board.

Restrictions on Use. Customer shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Customer shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Customer violates any of the provisions hereof, the College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

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Customer Obligations. Customer shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless the College Board otherwise directs, the Registration Information shall include each student's username, password, and first and last name. At no additional cost to Customer, Customer may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Customer may also choose to manually update the Registration Information directly on the SpringBoard Site.
Customer shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Customer shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Customer shall include in its annual notification of rights under FERPA criteria that support the designation of the College Board and its employees as school officials with legitimate educational interests. Customer authorizes the College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Customer Representations. Customer has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, the College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older.
To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, for purposes of FERPA the College Board and its employees and independent contractors are "school officials" whom Customer has determined to have "legitimate educational interests", and Customer may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy.
Customer has a policy on acceptable use of computer equipment and services by teachers, other staff, and students that is at least as rigorous as the Site Terms and Conditions. The Site Terms and Conditions are consistent with and sufficient under Customer's computer use and other relevant policies.
Customer has a policy on confidentiality of student records consistent with and sufficient under FERPA. The Privacy Policy is consistent with and sufficient under Customer's FERPA and other relevant policies.
Customer represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed and delivered.
You represent and warrant that you have obtained any consent that You require from, for example, Your management, superintendent, district, Your school and any third parties to the extent consent is necessary to authorize You to enter into this Agreement.

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IN NO EVENT WILL THE COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CUSTOMER

Ownership of Intellectual Property. Customer agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Customer.

Confidentiality. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Customer to the College Board includes information other than directory information, the College Board may redisclose such non-directory information to third parties in accordance with the Privacy Policy, provided that, in accordance with 34 C.F.R. 99.32(b) and 99.33(b), the College Board informs Customer of the names of such third parties and the legitimate interests that they have in requesting or obtaining such Registration Information.

Use of Cookies. A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). The College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. Be aware that the College Board website cookies do not contain personally identifiable information.
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Except for the license expressly granted herein, Customer shall have no rights to or other interests in the website, materials or Content. The College Board reserves all rights not explicitly granted to Customer under this Schedule.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Customer's purchase order. Customer shall pay all shipping charges including any additional fees for expedited shipping requested by Customer. Customer may return or exchange, at Customer's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days for accounts that have been paid.
Customer agrees to pay any applicable sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Schedule, unless Customer is exempt from such taxes as the result of Customer's corporate or government status. Customer shall furnish the College Board with a valid tax exemption certificate.

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FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	La Mirada Elementary
Contact for Materials	Luis Ramos/Sylvia Mayer
Contact Email Address:	lramos@sysd.k12.ca.us
Contact Phone:	(619)428-4476 Ext. 3499
IT Contact Name/Email:	

Step 2. Materials: Enter quantities and shipping location below

Shipping Information (required information) * Will receive tracking information via email

Location Type	School
Ship Location	San Ysidro School District's Warehouse
Address 1	4350 Otay Mesa Road
Address 2	
City	San Ysidro
State, Zip	CA, 92173

Ship To Contact
Phone
Email *

Special Delivery Instructions:

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Purchase Order - Enter PO number & send a copy via FAX or EMAIL

PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

Print Name	Title	Signature	Date

Math National Edition

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
Title	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Course 1 - 2014©	978-1-4573-0148-3	$17.75	115	$ 2,041.25	978-1-4573-0155-1	$91.00	6	$ 546.00
Course 2 - 2014©	978-1-4573-0149-0	$17.75		$ -	978-1-4573-0156-8	$91.00		$ -
Course 3 - 2014©	978-1-4573-0150-6	$17.75		$ -	978-1-4573-0157-5	$91.00		$ -
Algebra 1 -2014©	978-1-4573-0151-3	$18.75		$ -	978-1-4573-0158-2	$94.00		$ -
Geometry - 2015©	978-1-4573-0152-0	$19.25		$ -	978-1-4573-0159-9	$98.00		$ -
Algebra 2 - 2015©	978-1-4573-0153-7	$19.25		$ -	978-1-4573-0160-5	$98.00		$ -
Precalculus - 2015©	978-1-4573-0154-4	$19.25		$ -	978-1-4573-0161-2	$98.00		$ -
Integrated Math I 2017©	978-1-4573-0542-9	$18.75		$ -	978-1-4573-0549-8	$98.00		$ -
Integrated Math II 2017©	978-1-4573-0543-6	$19.25		$ -	978-1-4573-0550-4	$98.00		$ -
Integrated Math III 2017©	978-1-4573-0544-3	$19.25		$ -	978-1-4573-0551-1	$98.00		$ -

Strategy Posters	Price	Quantity	Cost
Math Strategy Poster Set (2 Posters)	$8.95		$ -

Math Total	$2,587.25

Continue to Page 2 for ELA and ELD Materials

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2017-2018 California Materials Order Form

ELA California Edition & ELD

ELA ELD Bundles	*Bundle price includes 1 ELA and 1 ELD Student Edition* *Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	$23.35		$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	$23.35		$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	$23.35		$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	$24.85		$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	$24.85		$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	$24.85		$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	$24.85		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA California Edition	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
Grade 6 - 2017©	978-1-4573-0462-0	$18.95		$ -	978-1-4573-0469-9	$92.00		$ -
Grade 7 - 2017©	978-1-4573-0463-7	$18.95		$ -	978-1-4573-0470-5	$92.00		$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	$18.95		$ -	978-1-4573-0471-2	$92.00		$ -
Grade 9 - 2017©	978-1-4573-0465-1	$19.95		$ -	978-1-4573-0472-9	$98.00		$ -
Grade 10 - 2017©	978-1-4573-0466-8	$19.95		$ -	978-1-4573-0473-6	$98.00		$ -
Grade 11 - 2017©	978-1-4573-0467-5	$19.95		$ -	978-1-4573-0474-3	$98.00		$ -
Senior English - 2017©	978-1-4573-0468-2	$19.95		$ -	978-1-4573-0475-0	$98.00		$ -

ELD©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	$12.95		$ -	978-1-4573-0483-5	$92.00		$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	$12.95		$ -	978-1-4573-0484-2	$92.00		$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	$12.95		$ -	978-1-4573-0485-9	$92.00		$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	$13.25		$ -	978-1-4573-0486-6	$98.00		$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	$13.25		$ -	978-1-4573-0487-3	$98.00		$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	$13.25		$ -	978-1-4573-0488-0	$98.00		$ -
ELD - Senior English 2017©	978-1-4573-0482-8	$13.25		$ -	978-1-4573-0489-7	$98.00		$ -

ELA/ELD Total	$0.00

Continue to Page 3 for Close Reading Workshop, Writing Workshop & ELA Posters

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CollegeBoard **SpringBoard**

2017-2018 California Materials Order Form

Close Reading Workshop, Writing Workshop & ELA Posters

ELA Close Reading Workshop / Writing Workshop Bundle	*Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately*			
TITLE	ISBN	Price	Quantity	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	$12.95		$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	$12.95		$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	$12.95		$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	$12.95		$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	$12.95		$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	$12.95		$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	$12.95		$ -

PRINT EDITIONS	STUDENT EDITIONS				TEACHER EDITIONS			
ELA Close Reading Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	$8.99		$ -	978-1-4573-0709-6	$29.99		$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	$8.99		$ -	978-1-4573-0710-2	$29.99		$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	$8.99		$ -	978-1-4573-0711-9	$29.99		$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	$8.99		$ -	978-1-4573-0712-6	$29.99		$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	$8.99		$ -	978-1-4573-0713-3	$29.99		$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	$8.99		$ -	978-1-4573-0714-0	$29.99		$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	$8.99		$ -	978-1-4573-0715-7	$29.99		$ -

ELA Writing Workshop©	ISBN	Price	Quantity	Cost	ISBN	Price	Quantity	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	$9.99		$ -	978-1-4573-0695-2	$29.99		$ -
WW - Grade 7 2017©	978-1-4573-0689-1	$9.99		$ -	978-1-4573-0696-9	$29.99		$ -
WW - Grade 8 2017©	978-1-4573-0690-7	$9.99		$ -	978-1-4573-0697-6	$29.99		$ -
WW - Grade 9 2017©	978-1-4573-0691-4	$9.99		$ -	978-1-4573-0698-3	$29.99		$ -
WW - Grade 10 2017©	978-1-4573-0692-1	$9.99		$ -	978-1-4573-0699-0	$29.99		$ -
WW - Grade 11 2017©	978-1-4573-0693-8	$9.99		$ -	978-1-4573-0700-3	$29.99		$ -
WW - Grade 12 2017©	978-1-4573-0694-5	$9.99		$ -	978-1-4573-0701-0	$29.99		$ -

Strategy Posters	Price	Quantity	Cost
ELA Strategy Poster Set (3 Posters)	$12.95		$ -

ELA Total	$0.00
Math Total	$2,587.25
Shipping (10%)	$258.73
Overall Total	**$2,845.98**

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AN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO STATE UNIVERSITY FOR KIDS2COLLEGE PROGRAM

BACKGROUND INFORMATION:
The District and San Diego State University have agreed that a college awareness program and a supportive partnership would provide a valuable mechanism for encouraging students to pursue a higher education. By implementing the Kids2College Program, the District promotes the importance of pursuing higher education at an earlier age.

The Kids2College curriculum is a college awareness program for sixth grade students. The user-friendly curriculum is designed to make sixth grade students more aware of how education impacts their future. In-class activities will help students become aware of the path that will give them the greatest range of options for education beyond high school and see postsecondary education as a real possibility for their own future. There are eight lessons that are facilitated by specially trained undergraduate students who are excellent role models for District students. The program will be offered to sixth grade students at La Mirada, Ocean View Hills, Smythe, Sunset and Willow Schools.

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$7,875.00	Supplemental & Concentration	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

ACADEMIC YEAR 2017-2018

MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SAN DIEGO STATE UNIVERSITY

Preface - AN AGREEMENT FOR THE KIDS2COLLEGE PROGRAM CURRICULUM DESIGNED TO MAKE SIXTH-GRADE STUDENTS MORE AWARE OF COLLEGE OPPORTUNITIES.

The San Ysidro School District is a preschool through eighth grade public school district serving over 5,550 students. Its mission is to provide a challenging and rich education experience for students to be successful in middle and high school.

San Diego State University is the oldest and largest higher education institution in the San Diego region. Since it was founded in 1897, the university has grown to become a nationally ranked research university.

Both institutions have a commitment to the people of San Diego and to enhancing student success. Together the two institutions are entering into a partnership to expand and enhance the educational opportunities for residents living in the San Ysidro area.

The San Ysidro School District and San Diego State University have agreed that a college awareness program and a supportive partnership would provide a valuable mechanism for encouraging students to pursue a higher education. By implementing the Kids2College Program the District promotes the importance of pursuing higher education at an earlier age. Since the students from the San Ysidro School District matriculate to Sweetwater Union High School District (SUHSD) schools in the 7th grade, they will benefit from the Compact for Success partnership and, beginning their 9th grade year in the SUHSD, the opportunity to become eligible for guaranteed admission to San Diego State University through the Compact for Success.

Effective Spring 2011, San Diego State University partnered with the San Ysidro School District, in an effort to create a "College-Going Culture" for sixth-graders. Created with the support of The Sallie Mae Fund, Kids2College is a user-friendly college awareness curriculum designed to make sixth-grade students more aware of how education impacts their future. The Kids2College in-class activities will help students become aware of the path that will give them the greatest range of options for education beyond high school and see postsecondary education as a real possibility for their own future.

The curriculum consists of eight lessons that cover the following:

- Lesson 1: What postsecondary education institutions and degrees are available to students
- Lesson 2: How individual skills and interests can be developed into successful careers and how postsecondary education opens the door to job opportunities and future success
- Lesson 3A: How understanding their individual learning style can help students maximize their academic potential
- Lesson 3B: Introduction to the Compact for Success Program and what steps students need to take in middle and high school to be prepared for college, including which classes and college entrance exams to take
- Lesson 4: A brief introduction to financial aid
- Lesson 5A: An opportunity to meet working professionals and hear about their academic and career experiences

- Lesson 5B: Preparing for career day presentation
- Lesson 6: Students present their future career

San Ysidro School District's Commitment

As part of the Kids2College program, San Ysidro School District agrees to the implementation of the curriculum by ensuring the:

District Liaison will:
- Identify schools from the San Ysidro School District (SYSD) to participate in the program
- Work with the Program Assistant to update and improve program materials
- Attend planning meetings as needed
- Provide $7,875 for the twenty-one 6th grade classrooms (or $375 for each classroom) participating in the program which will be allocated to materials
- Establish and maintain contact with college liaisons, district/school personnel, and classroom teachers
- Help the Program Assistant organize and conduct in-service training for teachers
- Lead necessary efforts to ensure continuation of the program
- Act as a liaison between the SYSD and the SDSU Compact for Success Program

School Principal's will:
- Introduce the Kids2College program at the school's open house and other school functions
- Create a College Corner with the Kids2College materials that are provided from SDSU's Campus Liaison
- Attend individual school site planning meeting and monitor K2C curriculum implementation
- Provide a computer lab with appropriate Adobe Program to implement the curriculum throughout the eight lessons, including pre- and post-assessments
- Support implementation of the Kids2College curriculum, including but not limited to:
  - Printing of parent letters
  - Handouts for student portfolio

Classroom Teacher's will:
- Attend individual school site planning meeting and schedule classroom lessons
- Make proper arrangements to conduct lessons (i.e. reserve computer lab, library or auditorium)
- Maintain contact with Kids2College Program Assistant and/or partner college liaison
- Distribute and collect permission slips for program participation
- Remain in the classroom during presentations from college partners and/or other special guests
- Conduct all classroom lessons
- Give Kids2College Program Assistant at least a three day notice if for any reason lessons need to be postponed or rescheduled
- Ensure all students complete pre- and post-program assessments

San Diego State University's Commitment

As part of the Kids2College Program, San Diego State University will cover salary expenses for the Kids to College Program Assistant and Compact Mentors utilized in the classroom. In addition, San Diego State University will assist in the implementation of the program by ensuring the:

Program Assistant will:
- Establish an effective working relationship with the district liaison to successfully implement the Kids2College Program
- Organize and conduct Kids2College in-service training for participating teachers

- Assist teachers in the implementation of program lessons
- Distribute supplies to schools/teachers as needed
- Organize speakers for the Career Panels in Lesson Five A
- Implement the pre- and post-program surveys date to create an end of the year report
- Act as a liaison between and San Diego State University and the San Ysidro School District

San Diego State University and San Ysidro School District are committed to an inclusionary and supportive model that allows students to benefit from the Kids2College curriculum.

Joint Commitment of Partners

- The District and University will collaboratively work to support and enhance the activities outlined in the agreement.

II. TERMS OF MEMORANDUM OF UNDERSTANDING

It is the intent of the partners to include the participating sixth grade classes of 2017-2018. This Memorandum of Understanding can be amended or extended by mutual agreement of the partners.

San Diego State University and the San Ysidro School District entered into this agreement on the ____ day of _____, 2017.

/s/_____
Arturo Sanchez-Macias
Deputy Superintendent
San Ysidro School District

/s/_____
Nadia Aviles
Principal
Ocean View Hills

/s/_____
Manuel Bojorquez
Principal
Willow Elementary

/s/_____
Efrian Burciaga
Principal
Sunset Elementary

/s/_____
Luis Ramos
Principal
La Mirada Elementary

/s/_____
Joel Tapia
Principal
Smythe Elementary

/s/_____
Wendy Alemán
Director,
Compact for Success & Collaborative Programs
San Diego State University

/s/_____
Alessa Becerra
Kids2College Program Assistant
San Diego State University

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH FOLLETT SCHOOL SOLUTIONS FOR DESTINY LIBRARY MANAGER TRAINING

BACKGROUND INFORMATION:
Destiny Library Manager is a complete library management system that can be accessed from anywhere 24/7, helping to strengthen the crucial bond between the library, the classroom and home. It is the leading library management system for K-12 schools worldwide. Some of the features include easy-to-use circulation, cataloging, inventory and reporting capabilities.

In 2016-2017, the District updated the software at all school sites. To ensure the system is used to its maximum potential, the District is requesting a one-day training for all Instructional Media Resource Aides.

RECOMMENDATION:
Approve 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$2,499.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

Quote

Follett School Solutions
1340 Ridgeview Drive
McHenry, IL 60050
877-899-8550

Quote #: 981868
Created: 6/23/2017
Expires: 8/22/2017

San Ysidro Sch Dist

Attention: Kelli Hay
4350 Otay Mesa Rd
San Ysidro, CA 92173

Sales Representative:

Julie Komorous (jkomorous@follett.com)

San Ysidro Sch Dist (0469192)

Item #	Description	Price	Quantity	Ext. Price
74361A	Library Manager 1-Day On-Site Training	$2,499.00	1 Ea	$2,499.00
	Subtotal:			$2,499.00

Subtotal

List Price: $2,499.00
Adjustments: $0.00

Tax: $0.00

TOTAL

Quote Price $2,499.00

Please submit this quote with your purchase order.

Terms

1. **License & Warranty:**
   All software products are sold subject to the Limited Use License Agreement and Warranty included in the software package. Any products not manufactured by Follett School Solutions carry only original manufacturer warranties.
2. **Delivery:**
   30-60 Days on software applications.
   Data Services delivery is contingent upon current turn-around times and the receipt of all necessary media materials.
   Data must be sent in a media or format that is readable by Follett, or there may be additional charges.
   On-line training, if ordered, will be accomplished after complete installation of the Follett School Solutions systems.
   On-site Professional Services assumes consecutive business days unless otherwise negotiated.
   On-site services require 4 to 6 weeks notice for scheduling.
   In general, the scope of work will need to be determined prior to receipt of order.
   Software under development will not be included in the cost of installation until it has been released; additional implementation services would need to be purchased.
3. **Freight:**
   Please add 9% to your order for estimated shipping charges. This estimate applies to US shipments only. International shipping charges may be higher. Actual shipping costs will be applied to your order at the time of shipment and will be reflected on your final invoice.
4. **Payment:**
   Net 30 Days on all invoices unless otherwise negotiated prior to receipt of purchase order.
5. **Pricing:**
   Valid for Sixty (60) Days unless otherwise noted.
   In the event of a clerical error, line item pricing will prevail.
   For Data Services work, you are responsible for the actual amount as indicated on the invoice.
   All on-site service pricing assumes ample advanced travel planning.
6. **Other:**
   Please attach a copy of the proposal and the Order Checklist to your purchase order to expedite processing.
   Receipt of Purchase Order does not constitute an executed contract.
   Purchase order terms do not supersede the terms stated here.
7. **Unforeseen Circumstances:**
   Follett School Solutions cannot be held responsible for any loss, damage, costs or expenses sustained by the Customer as the result of project delays due to unforeseen circumstances. These include but are not limited to, disruptions in work schedule, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or by changes ordered in the work otherwise caused by an act or omission of the Customer. If there are delays or interruptions outside of the immediate control of Follett School Solutions which prevent Follett School Solutions from performing or completing scheduled work, Follett School Solutions will be held harmless and no damages will be sought unless otherwise agreed to in writing.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

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BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: AGREEMENT WITH FULCRUM MANAGEMENT SOLUTIONS, INC. FOR THOUGHTEXCHANGE ENTERPRISE SOFTWARE

BACKGROUND INFORMATION:
Thoughtexchange is a communications tool that allows participants to interact in challenging conversations and it empowers leaders to hold productive group conversations with stakeholders. Topics may include organizational improvements, facilities, ethics, communication and many other topics.

Thoughtexchange Enterprise Software and Services include: • Unlimited - projects, participants, support (email, phone, online), custom result analysis, customized result websites, moderation, and facilitation. • Consulting, and • Custom branding. The Thoughtexchange Professional Software includes: 1 Process Leader per license and unlimited training for each Process Leader with unlimited phone, email and online support.

The District will retain the services of Fulcrum Management Solutions, Inc., for the implementation of Thoughtexchange Enterprise Software as the means of communication between parents and the District during school year 2017-18.

RECOMMENDATION:
Approve 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.

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

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

Superintendent's Office Certification:

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

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Fulcrum Management Solutions Inc.
Thoughtexchange™ Terms of Service Agreement

This document together with the attached document setting forth additional terms, is a legal agreement between Fulcrum Management Solutions Inc. and you, San Ysidro School District, the undersigned subscriber. This document and the attachment form a single agreement, referred to in this document and the attachment as this "Agreement." In the event of a disagreement between this document and the attachment this document takes precedence.

This is not an invoice. Invoices for each installment outlined below showing taxes and payment options will be provided after acceptance of this agreement.

Pricing

Description	Price
Thoughtexchange Enterprise Software and Services	$20,000.00
*Maximum **1** Simultaneous Facilitated Project*	
3 Thoughtexchange Professional Software Licenses*	$0.00
Total	$20,000.00

* this pricing only valid with a current Enterprise agreement

Thoughtexchange Enterprise Software and Services Includes:

- Unlimited Projects (subject to simultaneous maximum) including unlimited:
  - Participants
  - Custom results analysis
  - Customized results websites
  - Support (Email, phone, online)
  - Moderation
  - Facilitation
- Consulting
- Custom Branding

Thoughtexchange Professional Software Includes:

- 1 Process Leader per license
- Unlimited training for each Process Leader
- Unlimited phone, email and online support

Thoughtexchange Professional has a separate Terms of Use (ToU) document that your participants and leaders will need to accept and is included into this document by reference (https://get.thoughtexchange.help/hc/en-us/articles/229915367-Terms-of-Use-). In the event of a disagreement between this document and that ToU, this document takes precedence.

Payment & Term

Your total fee is 20,000.00 U.S. Dollars, payable upon acceptance.

Your license begins on August 1, 2017 and expires on July 31, 2018.

This agreement must be accepted by July 14, 2017 to be valid.

The Initial Term of this Agreement is 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.

Specific Modifications

The parties agree that the provisions of this Agreement shall be modified as follows:

Pricing and Payment

Section 7.4 of Attachment A is hereby modified to read:

> Fulcrum may change its fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the current term of your subscription upon written approval of the District.

Termination

> Notwithstanding Section 9.2 of Attachment A, if you provide us with notice of termination more than 60 days prior to an installment invoice date, then that installment and future installments do not need to be paid, and your license will terminate as of the installment invoice date.

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Jurisdiction

Section 17.2 of Attachment A is hereby amended:

> This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in County of San Diego, State of California for any action or proceeding arising out of, or based upon, this Agreement and/or the Facilitator Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND/OR THE FACILITATOR AGREEMENT.

Please indicate your acceptance of this agreement and the attachment by email reply or by signing below and returning this cover page to us. By signing or replying you represent that you are authorized to agree to this agreement on behalf of San Ysidro School District. Payment also indicates acceptance of these terms.

San Ysidro School District	Fulcrum Management Solutions Inc.
By: _____	By: Juliette Franklin
_____ (Above Name Printed)	Juliette Franklin (Above Name Printed)
_____ (Title)	VP Finance (Title)
_____ (Date)	June 22, 2017 (Date)

ATTACHMENT A
Thoughtexchange™ US Services Agreement
Additional Terms

1. Scope of Agreement

1.1 Fulcrum Management Solutions, Inc., a Washington corporation ("Fulcrum" or, alternatively, "we" or "us"), markets and hosts facilitated community engagement services known as Thoughtexchange (the "Thoughtexchange Services"). Attachment A (this document) is attached to a cover page. The cover page includes your price for the Thoughtexchange Services and your signature. That cover page, together with this Attachment A, set forth the terms of your use of the Thoughtexchange Services (the "Agreement").

1.2 The Thoughtexchange Services are comprised of Enterprise Software and Enterprise Services.

1.3 The Enterprise Software solicits input from members of an organization or from a broader community, each of whom is referred to in this agreement as a Participant, and who are collectively referred to as Participants. The Participants' use of the services and your responsibilities as our customer toward Participants are governed by our Participant Terms of Use (the "Terms of Use"). The current standard form of the Terms of Use can be found at http://participants.thoughtexchange.com/tou/en.pdf. If there is disagreement between a term set forth in this Agreement and a term set forth in the Terms of Use, the term contained in the Terms of Use takes precedence. You acknowledge and agree that Fulcrum may change the Terms of Use from time to time.

1.4 Your Enterprise Software license below includes the ability for you or persons you authorize to use certain administrative and facilitation functions. Use of these functions is governed by a Facilitator Agreement, which is presented through a dialog in the Enterprise Software and must be accepted before using any of these functions. If there is disagreement between a term set forth in this Agreement and a term set forth in the Facilitator Agreement, the term contained in this Agreement takes precedence. You acknowledge and agree that Fulcrum may change the terms of the Facilitator Agreement from time to time.

2. Use of the Software

2.1 The Enterprise Software is delivered via two types of program software components: Client Software and Server Software.

a) Client Software runs on a computer that you or your Participants or your Facilitators provide or have access to. This computer must meet the minimum system requirements in order to have access to all of the Thoughtexchange functionality. These system requirements are published on our website (https://thoughtexchange.com/support/) and may change from time to time.

b) Server Software runs on a computer hosted by us. We also provide all other software components required on the server. You do not need to provide or host anything for the Server Software component of the Enterprise Software.

3. License

3.1 The Thoughtexchange Services requires use of the Enterprise Software. The software is licensed, not sold. This Agreement grants you the right to use the software in connection with the

Thoughtexchange Services under this Agreement, but no other rights. Specifically, you may not modify, alter or tamper with any portion of the Enterprise Software (including, without limitation, the removal of any copyright or other proprietary notices) or create any derivative works of the software, or reverse engineer, decompile or disassemble any portion of the software. You may not lease, sell or otherwise transfer the software to others.

3.2 Fulcrum retains all rights in the Enterprise Software, including all patent, copyright, trade secret, trademark and other proprietary rights. You will not derive and may not assert any title or interest in or to such software.

4. Enterprise Services

4.1 This Agreement also sets forth the terms of consulting, facilitation, moderation and any other professional services to be provided by us. We will provide any or all of the services listed in Appendix A which you have purchased (the "Enterprise Services"). The specific Enterprise Services which you have purchased are itemized on the cover page. For any services not listed on the cover page, the sections of Appendix A do not apply.

4.2 You agree that successful delivery of the Enterprise Services requires your involvement. You agree to provide the following:

a) at least one person to act as a contact with Fulcrum;
b) timely responses to, and participation with, Fulcrum to facilitate any of the Enterprise Services; and
c) if required, all necessary information required for the facilitation of a Thoughtexchange engagement, including names and email addresses of Participants.

4.3 As part of the Enterprise Services, we will ask you at several points to review and approve certain information or Content (as defined below in Article 11). You are solely responsible to approve any Content before it is published, and Fulcrum shall not be liable for the publication of any Content that may be considered inaccurate, inappropriate, defamatory or otherwise unlawful.

4.4 When referred to in this agreement, "permission" is defined to mean written permission received by email, fax or postal mail.

4.5 The Parties agree that the relationship of Fulcrum to you is that of an independent contractor and acknowledge that it is not the intent of the parties to create a relation of employment, partnership, agency or joint venture.

5. Ownership of Data

5.1 All data created or provided by you is owned by you. Fulcrum provides hosting for your data as well as the tools to create and manage your data.

5.2 Except as otherwise specified in this Article 5, all data created by Fulcrum during the provision of Thoughtexchange Services, including, but not limited to, text, graphics, logo, pictures, audio and video, that contains content specific to you is owned by you, and you shall have the right to use it as you see fit following termination of this Agreement.

5.3 Any designs, templates, general graphics (i.e. graphics not directly pertaining to your organization, data or Services) or method of presenting data (e.g. infographics), whether or not

created with your input and or assistance, to the extent they do not contain content specific to you are the property of Fulcrum and can be re-used by us for any purpose.

5.4 All data provided by a Participant is owned by that Participant. This data is licensed to and shared with both you and Fulcrum pursuant to the Terms of Use.

5.5 The ownership rights in Article 5 shall survive the termination of this Agreement.

6. Software Usage

6.1 This Agreement allows you to provide Participant access to anyone inside or outside your organization. There is no limit on the number of participants that you can have.

6.2 If the cover page lists "Unlimited Facilitators" or makes no mention of a specific number of Facilitators then there is no limit on the number of Facilitator accounts that can be created or active. If the cover page lists a limited number of Facilitators then only that number of Facilitators may use the Facilitation functionality of the Enterprise Software.

6.3 You may not provide Facilitator access to parties outside of your organization (for free or for a fee) without our express written consent, except if these parties are acting as a facilitator for a Thoughtexchange topic related to your organization.

6.4 An account registered to an individual cannot be used by anyone else unless and until the account is properly transferred to another specific individual using the Administrative Functionality (an administration feature of the Enterprise Software).

6.5 Your instance of the Enterprise Software is initially set up with one Administrator. You may add additional Administrators using the Administrative Functionality.

7. Pricing and Payment

7.1 The fee for your subscription to the Enterprise Software and the Enterprise Services is itemized on the cover page of this Agreement. Upon execution of this Agreement, we will provide an invoice (or series of invoices) for this amount, including any applicable taxes. Payment is due upon receipt of our invoice(s).

7.2 At any time, you may request additional options to the Enterprise Software or additional Enterprise Services, which will result in additional charges. Fulcrum will provide a new cover page outlining the additions, which, upon your acceptance, shall form part of this Agreement. Payment for the new options is due upon receipt of our invoice(s).

7.3 Enterprise Software is licensed on a subscription basis. You purchase a number of months in advance, which becomes your "Licensed Time Period." You agree to pay all fees to Fulcrum for the subscription period to which the payment applies, plus any amounts due for additional charges, as well as applicable taxes.

7.4 Fulcrum may change its fees at any time and in its sole discretion, provided that any such change shall become effective at the end of the current term of your subscription.

8. Term of Your Subscription to the Enterprise Software.

8.1 The Term of your subscription to the Enterprise Software is given on the cover page of the Agreement. It defines the Licensed Time Period during which you have access to the software.

8.2 Upon expiry of your term you will have the choice to:

a) purchase an additional term of multiple months in advance; or
b) cancel your subscription.

Failure to notify us of your choice will result in cancellation of your subscription.

8.3 You may cancel your subscription at any time by providing us with written notice. No refund is payable of any subscription fees already paid. Fulcrum may cancel your subscription at any time and will issue a refund pro-rated based on the number of months remaining to the end of the term.

8.4 Cancellation, or failure to renew your subscription, will result in suspension of the Enterprise Software at the time of cancellation or at the end of your paid term. Prior to your termination you may obtain copies of your data using the data download feature. We will maintain your data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. We do not guarantee to maintain your data after cancellation or the end of your term. We may, also at our discretion, keep your data for an indefinite amount of time so that, should you renew, you will have access to your data. Note that the more time passes the less likely we are to maintain your data, and even if we do maintain your data, as time passes it become less likely that your data will be useable due to system changes, upgrades etc.

8.5 If your subscription has been cancelled for six (6) months or more, and your data has been deleted as per Article 8.4, you will not be able to renew your subscription and will be required to commence a new subscription.

9. Term and Termination of Enterprise Services

9.1 The term for Enterprise Services shall commence as of the date of this Agreement's execution and shall continue until the Enterprise Services are completed, or until terminated as provided herein.

9.2 Subject to paragraph 9.4, either party may terminate the Enterprise Services at any time, without cause, by providing thirty (30) days written notice to the other party. If you cancel, no refund shall be payable. If Fulcrum cancels, we will provide a refund based on the proportion of incomplete services.

9.3 Fulcrum may terminate the Enterprise Services immediately if you breach any of the terms of this agreement, or act in any manner that reasonably may be deemed inappropriate or unlawful.

9.4 The Enterprise Services are only available to you while your Enterprise Software subscription is active. If your subscription is terminated for any reason, these Enterprise Services shall terminate on the effective date of termination of your subscription to the Enterprise Software.

9.5 Cancellation or failure to renew your subscription to the Enterprise Software will result in suspension of the Enterprise Services at the time of cancellation, or at the end of your paid term, including the hosting of any website or ongoing technology service that we provide to you. Prior to your termination you may obtain copies of your hosted website and other data by making a written request to us. We will maintain your hosted data for six (6) months after your last month of paid usage. After six (6) months we may, at our discretion, permanently delete your data. We do

not guarantee to maintain your data after cancellation or the end of your term. We may, at our discretion, keep your data for an indefinite amount of time so that, should you renew, you will have access to your data. Note that the more time passes the less likely we are to maintain your data, and even if we do maintain your data, as time passes it become less likely that your data will be useable due to system changes, upgrades etc.

10. Availability and Support

10.1 Fulcrum will make every reasonable effort to provide continuous access to the Enterprise Software and Enterprise Services. Should an extended interruption of service occur, you will be notified as quickly as possible and Fulcrum will estimate to the best of its ability the expected duration of the outage. You will also be notified if scheduled outages are required for preventive maintenance.

10.2 Fulcrum may make available periodic software upgrades which will include both new functionality and fixes for problems. Fulcrum will use its best efforts to provide upgrades with fixes in a timely manner. These software upgrades are included in your subscription for the Licensed Time Period.

10.3 Fulcrum will provide support for questions and problems related to your Thoughtexchange Services by telephone and email. [The specific terms of your support are described on the cover page.] Support is provided Monday to Friday, 9 am to 5 pm Pacific Time excluding statutory holidays. We will make our best efforts to resolve your problems and address your questions in a timely manner. Web-based training and support materials are provided as-is.

11. Your Responsibility for Content

11.1 Except as and only to the extent expressly provided in the Terms of Use, you acknowledge and agree that you, and not Fulcrum, are responsible for the content of all visual, written or audible communications and any other material produced by you, your Facilitators and Participants, or anyone else who may access the Software under your subscription, that is stored or published on your Enterprise Software server ("Content").

11.2 Fulcrum is not liable for any loss or damages due to use of the Enterprise Software by you or your Facilitators. It is your responsibility to ensure that your Facilitators have the right to use the Software where you are located, as well as where they are located.

11.3 The provisions in this Article 11 shall survive the termination of this Agreement.

12. Fulcrum's Responsibility for Content

12.1 Fulcrum cannot guarantee the availability of the **Enterprise** Software in all countries and they may not be available for use in any particular location. You are responsible for following the laws in your state, province or country.

12.2 Fulcrum makes at least daily backups of the Content in your Enterprise Software system and stores a copy of the backups in a location separate from the live Content. Fulcrum will use its best efforts to ensure the effectiveness of these backups and, in the event of system failure, Fulcrum will use its best efforts to recover and restore the most current and complete Content available.

12.3 Fulcrum does not guarantee the accuracy, integrity or quality of any Content.

12.4 You and your Facilitators and Participants control the privacy of your Content. Fulcrum will use commercially reasonable efforts to maintain the privacy of your Content stored in the Thoughtexchange system and, except as permitted by this Agreement or the Terms of Use or otherwise required by law, Fulcrum will not share such Content with anyone outside of Fulcrum without permission. If you grant us permission to use this information publicly you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

12.5 Fulcrum will use commercially reasonable efforts to ensure that only Facilitators authorized by you have access to your Content. You, and not Fulcrum, are responsible for conforming to any legal requirements of your jurisdiction concerning data access.

12.6 In addition to Fulcrum's rights under the Terms of Use, you acknowledge and agree that Fulcrum may cooperate with any governmental authority in connection with any investigation into your use of the Software, including use in contravention of applicable laws, and may, in accordance with applicable laws, disclose any Content, and any other information pertaining to you or to your use of the Software, to such governmental authority in connection with any such investigation. Notice of Fulcrum cooperation with any such investigation will be provided to you where reasonably possible.

12.7 Fulcrum's responsibilities contained in Article 12 shall survive the termination of this Agreement.

13. Collection and Use of Information

13.1 Fulcrum may, at its discretion, use information collected by Fulcrum, including Content, technical or diagnostic information, your suggestions or feedback, for the following purposes only:

a) monitor and manage usage by licensed Facilitators and other terms and conditions of this Agreement;
b) extract statistical summary data (numerical values summarizing usage and not including any textual information entered by your Facilitators and Participants), combine the data with data from other Fulcrum customers, and to share this data, from which all customer identifying information has been removed, publicly;
c) troubleshoot problems or assist your Facilitators and Participants with the Enterprise Software; or
d) improve Fulcrum's products and services.

13.2 You agree that Fulcrum has the right to monitor your use of the Enterprise Software in order to ensure your compliance with the Terms of Use, the Facilitator Agreement or this Agreement, or to comply with any law, order, or requirement of any court or government authority.

13.3 Fulcrum may have access to certain confidential information related to the provision of the Thoughtexchange Service and the Enterprise Services, including, but not limited to, the names and email addresses of your Facilitators and Participants, access to personal information or data contained in your Thoughtexchange and information about your organization not directly related to your Thoughtexchange Project ("Your Confidential Information"). Fulcrum agrees that, except as required by law, it will not disclose Your Confidential Information to any third party without prior written approval, and will protect Your Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information.

13.4 Specifically with respect to email addresses that you provide to us, Fulcrum agrees that it will not use such email addresses for anything other than directly providing the Thoughtexchange Services, unless, and only to the extent, you ask us to or grant us permission to do so.

13.5 If you grant us permission to use information publicly, you agree this information may be used by us for all business purposes, without any accounting or any payment to you, unless otherwise arranged at the time permission was given.

13.6 You agree that Fulcrum may publish or disclose your name (or, if you are a company or agency, the name of your company or agency) as a client of Fulcrum on our website or in written or verbal communications to other existing or prospective clients. No other information will be disclosed. If you do not want your name published or disclosed, you may deliver such notice in writing to Fulcrum and Fulcrum will agree to keep this information confidential until or unless such request is revoked.

13.7 Fulcrum's rights and responsibilities contained in Article 13 shall survive the termination of this Agreement.

14. Fulcrum's Confidential Information

14.1 We may provide you with information, including software and information we give you about the Enterprise Software, the Enterprise Services and our related business, that is marked confidential or is received under circumstances that would reasonably lead you to understand it to be our confidential information ("Our Confidential Information"). You agree that you will not disclose Our Confidential Information to any third party without our prior written approval. You will maintain the confidentiality of Our Confidential Information with at least the same degree of care that you use to protect your own confidential and proprietary information, but not less than a reasonable degree of care under the circumstances. If you are a company or a public agency, you agree to take all reasonable steps to see that your employees, consultants, officers, and agents guard against and prevent disclosure of Our Confidential Information and to act in accordance with the confidentiality provisions of this Agreement. You further agree that Our Confidential Information will be available to your employees and officers and agents strictly on a "need-to-know" basis.

14.2 You will not be liable for the disclosure of any of Our Confidential Information which is:

a) in the public domain other than by a breach of this Agreement on your part;
b) rightfully received from a third party without any obligation of confidentiality;
c) rightfully known to you without any limitation on use or disclosure prior to its receipt from us;
d) independently developed by your employees;
e) generally made available to third parties by us without restriction on disclosure; or
f) otherwise required by law to be disclosed.

14.3 All terms of this agreement are confidential between you and Fulcrum, and, with the exception of the parties' respective advisors and other agents, are not to be discussed with anyone outside of those organizations.

14.4 The provisions contained in Article 14 shall survive the termination of this Agreement.

15. Indemnification

15.1 You and Fulcrum each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon, incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

15.2 If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under either Article 16.1 or 16.2, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both you and Fulcrum. The parties agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

15.3 The provisions contained in Article 15 shall survive the termination of this Agreement.

16. Limitation of Liability

16.1 Because online services such as Thoughtexchange are inherently complex, Fulcrum cannot warrant that the Enterprise Software will be entirely error-free or will operate without interruption. Fulcrum warrants that during the term of this Agreement the Enterprise Software will be free from significant defects.

16.2 Fulcrum's sole responsibilities in the event of an error or defect in Enterprise Software shall be:

a) to use reasonable efforts to correct significant defects without charge; or
b) to refund a portion of the license fee paid to Fulcrum for the Enterprise Software, pro-rated from the time such defects are first brought to Fulcrum's attention, and terminate your subscription.

16.3 You are solely responsible for the consequences of use of the Enterprise Software under your subscription. Fulcrum shall in no way be held responsible for the outcome of software usage nor anything resulting from Content provided by you or your Facilitators.

16.4 Fulcrum accepts no responsibility for the consequences of Enterprise Software unavailability, software bugs or missing features.

16.5 You acknowledge that due to the complexity of software, it is possible that use of the Enterprise Software could lead to the unintentional loss or corruption of data. You assume all risks of such data loss or corruption; the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption.

16.6 IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE

LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING FULCRUM'S LIABILITY.

16.7 The provisions contained in Article 16 shall survive the termination of this Agreement.

17. General

17.1 This Agreement constitutes the entire agreement between you and Fulcrum and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement.

17.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, without reference to any conflict-of-laws principles. You irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement and/or the Facilitator Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT AND/OR THE FACILITATOR AGREEMENT.

17.3 We are not a municipal advisor as that term is used in Section 15B of the Securities Exchange Act (the "Exchange Act") and Rules thereunder requiring registration of municipal advisors. Accordingly, you acknowledge and agree that, by undertaking and creating reports in connection with a Thoughtexchange Project, and in any other communication we may provide to you: (a) we are not recommending an action to you; and (b) we are not acting as a municipal advisor toward you, and we do not owe a fiduciary duty to you pursuant to Section 15B of the Exchange Act with respect to the information and material contained in such communications. You should discuss any information and material contained in our communications with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

17.4 In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties original intentions and the remainder of the provisions shall remain in full force and effect.

17.5 Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement.

17.6 Neither the course of conduct between you and Fulcrum nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent.

17.7 This Agreement inures to the benefit of and is binding on our respective successors and assigns.

APPENDIX A
Thoughtexchange Enterprise Services

This appendix lists all of the Enterprise Services which Thoughtexchange currently provides. It is unlikely you have purchased all of the services listed here. The actual services you have purchased are listed on the cover page of your agreement.

A1 Facilitation

A1.1 Fulcrum shall perform all or some of the steps required to develop, execute and otherwise facilitate your Thoughtexchange Project ("Facilitation").

A1.2 A Thoughtexchange Project has a number of facilitator activities which you need to approve before we can move on in the process. You shall be responsible for approving the Content at all Checkpoints, and Fulcrum shall not be liable for the publication of any Content that you have approved.

A1.3 These checkpoints and the data to be approved include:

- Share step participant text in email and in the share application
- Results of moderation where inappropriate participant thoughts are removed
- Star step participant text in email and in the Star application
- Participant flagged thoughts during the Star step – whether these should be removed or added back into the conversation
- Thank you messaging to participants on completion of the Star step
- Theming of starred thoughts – we don't normally get customer approval or signoff on theming
- Email announcing the publication of the results website

A1.4 For all, some or one of these checkpoints you can tell us to proceed without you actually inspecting the information. You do so at your own risk and Fulcrum shall not be liable for the publication of this content.

A1.5 All discussions related to Facilitation will be provided in-person, or via telephone, live chat or email.

A2 Analysis

A2.1 Fulcrum shall perform one or more analytic processes on your data and create visualizations of these results.

A2.2 We will present these visualizations to you in draft form and we will require your approval before we will share these results with your participants. These results are shared via ebooks, websites, documents, etc.

A2.3 You can share the results with participants or the public as you think best. Once you have shared the results publicly they are deemed to be in the public domain and we may then share with others as we wish.

A2.4 You own the specific results and the specific visualizations of the results. Fulcrum retains ownership of the analytic processes and mechanisms of visualizations even if these were developed or improved in conjunction with you.

A3 Video

A3.1 Fulcrum shall film, edit and publish a video that demonstrates the purpose, process and results of your Thoughtexchange Project (the "Video"). You are responsible for reviewing and approving the content of the Video prior to its publication.

A3.2 You shall be responsible for recruiting and making available persons to appear in the Video. Fulcrum shall be responsible for obtaining releases and permissions from all persons filmed in the Video.

A3.3 Once the Video has been completed, the Video is your property and you can publish it as you wish. If you give us permission, we may also publish the Video on our website, YouTube, other media sites or in any other marketing materials without further notice to you.

A4 Website

A4.1 Fulcrum shall design, build and publish a website that makes available your Thoughtexchange Project results and associated analysis and conclusions (the "Website"). The website content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.

A4.2 During the design phase of the Website the web address (URL) will be active but protected from public viewing. Fulcrum may provide this protection using a login which we will provide to you. Fulcrum assumes no responsibility for the condition or content of the Website if you choose to disclose this login information to others.

A4.3 Once the Website is published it will be available generally to the public and Fulcrum may direct others to the Website.

A4.4 After the Website is published, no changes may be made other than minor revisions to the content except as agreed by you and Fulcrum. You are responsible for reviewing and approving the content of any revisions.

A4.5 Fulcrum shall host the Website on its server, or on a third party server at our discretion. While the parties agree that internet servers are susceptible to occasional outages and down time, Fulcrum shall use its best efforts to ensure that such interruptions are minimal.

A4.6 If your Agreement is terminated for any reason Fulcrum shall, if requested within 30 days of the termination, provide you with a backup image of the website which you may then host. Fulcrum accepts no responsibility for the hosting of this backup nor any content.

A4.7 You own the website contents. Fulcrum retains ownership of the analytic processes, visualizations, website layout and design and implementation mechanisms even if these were developed or improved in conjunction with you.

A5 EBook

A5.1 Fulcrum shall design and build an electronic document that describes the results of one or more of your Thoughtexchange Projects (the "EBook"). The content is generally provided by us but you may, at your discretion, provide all or some of the content or corrections to the content. You are responsible for reviewing and approving the content before it is published.

A5.2 Once the EBook is completed it is your property and you may make use of it as you wish. If you give us permission, we may then publish it for our own marketing purposes without further notice to you. Fulcrum retains ownership of the design of the EBook to use as a template for other EBooks with other customers, even if the design was developed or improved in conjunction with you.

A6 Customized Reports

A6.1 Fulcrum shall construct customized reports, based on your specific request or input, that show the data from one or more of your Thoughtexchange Projects in ways different from the standard reporting built into the software (the "Customized Reports"). You are responsible for reviewing and approving the content before it is published.

A6.2 Once the Customized Report is completed, it is your property and you may make use of it as you wish. If you give us permission we may then publish it for our own marketing purposes without further notice to you. Fulcrum retains ownership of the design of the report to use as a template for other reports with other customers, even if the design was developed or improved in conjunction with you.

A7 Consulting

A7.1 Fulcrum shall provide consulting advice related to stakeholder engagement projects.

A7.2 The cover page states the maximum number of hours that Fulcrum is required to provide.

A7.3 All advice provided by Fulcrum is "as-is" and is our best judgment based on the information available to us at the time and you remain responsible for all results of that advice.

A8 Events

A8.1 Fulcrum shall provide for facilitation services at the event(s) as given on the cover page.

A8.2 Fulcrum shall make a commercially reasonable best effort to provide high quality services at your event.

A8.3 Fulcrum is not responsible for consequential damages as a result of the quality of the services we provide at your event.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH SERVICEMASTER RESTORE BY RAPID RESPONSE

BACKGROUND INFORMATION:
During the walk-through inspections at the school sites it was found that La Mirada and San Ysidro Middle School have water damaged areas, instructional materials and equipment that need to be safely repaired and/or removed to provide a safe and healthy environment for students and staff.

ServiceMaster Restore by Rapid Response is an experienced company that specializes in water damage, mold remediation, smoke & fire damage, pack outs and content restoration. The remediation service will repair/remove the damaged materials and properly dispose of them in a safe, quick, and professional manner. Services include: ▪ 24 hour emergency response, ▪ Specialization in water and flood damage, and mold remediation ▪ Insurance company approved ▪ Qualified to handle both residential and commercial losses ▪ Work is unconditionally guaranteed, and ▪ Technicians are certified, licensed, professional & experienced.

RECOMMENDATION:
Approve/Ratify 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.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Not to Exceed $20,000.00	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:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

ServiceMaster Restore by Rapid Response Company/Consultant	(858) 768-6860 Telephone Number
9755 Distribution Avenue, Suite B, San Diego, CA 92121 Address	andrewgrabhorn@smrapid.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 2017 To: June 30, 2018

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

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 or upon request 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:	ServiceMaster Restore by Rapid Response
Name:	Andrew Grabhorn
Title:	President
Address:	9755 Distribution Avenue, Suite C
City/State/Zip Code:	San Diego, CA 92121
Telephone:	(858) 768-6860 / Fax # (858) 768-6865
Email:	andrewgrabhorn@smrapid.com

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
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
ServiceMaster Restore by Rapid Response 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

ServiceMaster Restore by Rapid Response (Consultant) will provide services on an "as needed" basis for the term of this agreement. Their services include:

- Water and flood damage restoration
- Mold remediation,
- Smoke & fire damage restoration,
- Pack outs and content restoration
- 24 hour emergency response

Consultant will provide a written estimate for services requested by District. Upon written approval by District, Consultant may commence work. Should work being completed require additional services beyond those included in the approved estimate and the amount quoted increases, Consultant will obtain written approval from the District before they proceed with the additional work and price increase.

- Estimate received for work at La Mirada School - $1,729.86

- Estimate received for work at San Ysidro Middle School - $7,391.11

//

CONSULTANT	**DISTRICT**
ServiceMaster Restore By Rapid Response	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	Print Name, Title
Date:	Date

ServiceMASTER Restore By Rapid Response

ServiceMaster Restore by Rapid Response

ServiceMaster Restore by Rapid Response
9755 Distribution Ave. Suite B
San Diego, CA 92121
(858) 768-6860 Office
(858) 768-6865 Fax
Tax ID 33-07-64635
License # 816318 Franchise #8000

Insured:	San Yisdro School District	Home:	(619) 428-4476 x 3065
Property:	4350 Otay Mesa Road San Ysidro, CA 92173	E-mail:	victor.guzman@sysd.k12.ca.us
Estimator:	Michael Gamez	Business:	(858) 768-6860
Position:	Senior Claims Estimator	E-mail:	michaelgamez@smrapid.com
Company:	ServiceMaster Restore by Rapid Response		
Business:	9755 Distribution Avenue Suite B & C San Diego, CA 92121		
Reference:	Victor Guzman	Business:	(619) 428-4476 x 3065
Position:	Director of MOTF	E-mail:	victor.guzman@sysd.k12.ca.us
Company:	San Yisdro School District		
Business:	4350 Otay Mesa Road San Ysidro, CA 92173		

Claim Number: NO CLAIM **Policy Number:** **Type of Loss:** Relocate, Dispose & Treat

Date of Loss:		Date Received:	
Date Inspected:		Date Entered:	4/4/2017 1:39 PM
Price List:	CASD8X_APR17 Restoration/Service/Remodel		
Estimate:	PO_SAN_YSIDRO_DISTRI		

THIS ESTIMATE IS FOR THE RELOCATION OF THE SALVAGEABLE GOODS INTO ANOTHER BUILDING AND THE REMOVEL OF UNSALVAGEABLE GOODS AND DISPOSE OF THEM AS WELL AS TREAT WOOD FLOORING IN STORAGE CONTAINER.

ServiceMaster Restore by Rapid Response

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PO_SAN_YSIDRO_DISTRI

Remove & Treat

Manipulation Labor

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
CONTENTS						
Moving and Removal charge - per hour	12.00 HR	87.14	0.00	1,045.68	(0.00)	1,045.68

DAY ONE

2- TECHNICIAN X 6 HOURS

NOTE: THE ABOVE LABOR IS TO EVALUATE, RELOCATE SALVAGEABLE GOODS, TREAT, LOAD UNSALVAGEABLE CONTENTS TO DISPOSE.

Contents Totals:	**0.00**	**1,045.68**		**1,045.68**
Totals: Manipulation Labor	**0.00**	**1,045.68**	**0.00**	**1,045.68**

Trucking

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
CONTENTS						
Moving van (17' - 20') and equipment - per day	1.00 EA	167.40	0.00	167.40	(0.00)	167.40

Contents Totals:	**0.00**	**167.40**		**167.40**
Totals: Trucking	**0.00**	**167.40**	**0.00**	**167.40**
Area Contents Total:	**0.00**	**1,213.08**		**1,213.08**
Totals: Remove & Treat	**0.00**	**1,213.08**	**0.00**	**1,213.08**

Cleaning Affected Items

Labor For Cleaning

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV

ServiceMaster Restore by Rapid Response

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CONTINUED - Labor For Cleaning

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
CONTENTS						
Packaging, Handling, Storage (Bid Item)	1.00 EA	175.00	0.00	175.00	(0.00)	175.00
NOTE: THE ABOVE IS TO TREAT THE FLOORING IN THE UNIT.						
Contents Totals:			**0.00**	**175.00**		**175.00**
Totals: Labor For Cleaning			**0.00**	**175.00**	**0.00**	**175.00**
Area Contents Total:			**0.00**	**175.00**		**175.00**
Totals: Cleaning Affected Items			**0.00**	**175.00**	**0.00**	**175.00**

Disposal of Items

Disposal Fee's

DESCRIPTION	QTY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
CONTENTS						
Contaminated Contents dump fee	1.00 EA	167.50	0.00	167.50	(0.00)	167.50
NOTE: THE ABOVE DISPOSAL IS TO DISPOSE OF THE CONTAMINATED GOODS AT A LAND FILL.						
Disposal Labor charge - per hour	2.00 HR	87.14	0.00	174.28	(0.00)	174.28
2- TECHNICIAN X 1 HOUR						
NOTE: THE ABOVE LABOR IS TO THE DISPOSE OF CONTENTS AT LANDFILL.						
Contents Totals:			**0.00**	**341.78**		**341.78**
Totals: Disposal Fee's			**0.00**	**341.78**	**0.00**	**341.78**
Area Contents Total:			**0.00**	**341.78**		**341.78**
Totals: Disposal of Items			**0.00**	**341.78**	**0.00**	**341.78**
Area Contents Total:			**0.00**	**1,729.86**		**1,729.86**
Line Item Totals: PO_SAN_YSIDRO_DISTRI			**0.00**	**1,729.86**	**0.00**	**1,729.86**

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Summary for Contents

Line Item Total	1,729.86
Replacement Cost Value	**$1,729.86**
Net Claim	**$1,729.86**

Michael Gamez
Senior Claims Estimator

ServiceMaster Restore by Rapid Response

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Recap of Taxes

	Material Sales Tax (7.75%)	Storage Rental Tax (7.75%)
Line Items	0.00	0.00
Total	**0.00**	**0.00**

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Recap by Room

Estimate: PO_SAN_YSIDRO_DISTRI

Area: Remove & Treat		
Manipulation Labor	**1,045.68**	**60.45%**
Trucking	**167.40**	**9.68%**
Area Subtotal: Remove & Treat	**1,213.08**	**70.13%**
Area: Cleaning Affected Items		
Labor For Cleaning	**175.00**	**10.12%**
Area Subtotal: Cleaning Affected Items	**175.00**	**10.12%**
Area: Disposal of Items		
Disposal Fee's	**341.78**	**19.76%**
Area Subtotal: Disposal of Items	**341.78**	**19.76%**
Subtotal of Areas	**1,729.86**	**100.00%**
Total	**1,729.86**	**100.00%**

ServiceMASTER Restore By Rapid Response

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Recap by Category

Items	Total	%
CONT: PACKING,HANDLNG,STORAGE	1,562.36	90.32%
WATER EXTRACTION & REMEDIATION	167.50	9.68%
Subtotal	1,729.86	100.00%

IF YOU SHOULD HAVE ANY QUESTIONS AND/OR CONCERNS REGARDING THIS ESTIMATE, PLEASE FEEL FREE TO CONTACT ME AT (858) 768-6860 OFFICE.

RESPECTFULLY,

MICHAEL GAMEZ
VICE PRESIDENT - DISASTER RESTORATION SERVICES
SERVICEMASTER RESTORE BY RAPID RESPONSE
CELL # (858) 583-8826
michaelgamez@smrapid.com
www.smrapid.com

SYMS

ServiceMASTER Restore By Rapid Response

ServiceMaster Restore By Rapid Response

9755 Distribution Ave. Suite B
San Diego, CA 92121
Office:(858) 768-6860
Fax: (858) 768-6865
License: 816318
Tax ID: 33-07-64635
Franchise # 8000

Client:	Victor Guzman - San Ysidro School District	Home:	(619) 454-0956
Property:	4345 Otay Mesa Rd. San Ysidro, CA 92173		
Operator:	JOSHUAOL		
Estimator:	Andrew Grabhorn	Business:	(858) 715-0842
Position:	President		
Company:	Rapid Response		
Business:	5482 Complex Str., #108 San Diego, CA 92123		

Type of Estimate:	MOLD		
Date Entered:	6/16/2017	Date Assigned:	6/15/2017
Date Est. Completed:		Date Job Completed:	

Price List:	CASD8X_MAR17
Labor Efficiency:	Restoration/Service/Remodel
Estimate:	GUZMAN_VICTOR
File Number:	4259-17

This is only an estimate. Estimate does not include "clearance testing" or any structural work that will be needed once the remediation is complete. All labor hours are only an approximation and could change depending on the severity of the contamination inside walls, behind cabinets, etc.

Anytime quantities of mold or mildew are discovered the following remediation procedures are highly recommended. The procedures include containing the affected area, removal of affected materials, hepa vacuuming and wet wiping all visible contamination, light sanding and/or wire brushing, encapsulation, and final detailed cleaning of the contained area.

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SYMS

First Floor Foyer

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Equipment setup, take down, and monitoring (hourly charge)	12.00 HR	0.00	88.17	0.00	1,058.04
Equipment monitoring includes travel time to and from job daily. 2 men x 2 hours (back and forth) x 3 trips					
16. Containment Barrier/Airlock/Decon. Chamber (56 x 20)	1,120.00 SF	0.00	0.80	6.08	902.08
It should be noted that building the proper containment will require the use of a scissor lift, etc. to reach the high ceilings. It is our understanding that the school district has a lift we can use. However, if for some reason it is not operational we will need to rent one. The cost of the lift is our cost plus 30%.					
15. Peel & seal zipper	2.00 EA	0.00	12.16	1.32	25.64
Labor hours include building the containment, wet wiping, hepa vacuuming, removal of contaminated materials, and final cleaning. It should be noted that water may have entered the HVAC system directly below the leak. If so, it might be necessary to clean the HVAC system.					
1. Hazardous Waste/Mold Cleaning Technician - per hour	50.00 HR	0.00	89.42	0.00	4,471.00
2 Tech's for 25 hours each.					
5. Ducting - lay-flat	120.00 LF	0.00	0.35	3.26	45.26
6. Negative air fan/Air scrubber (24 hr period) - No monit. - 2 air scrubbers x 5 days	10.00 DA	0.00	74.56	0.00	745.60
9. Add for personal protective equipment (hazardous cleanup)	6.00 EA	0.00	7.71	3.16	49.42
2 protective suits for 3 days					
10. Respirator - Half face - multi-purpose resp. (per day)	6.00 DA	0.00	1.67	0.00	10.02
1 respirator x 2 Techs for 3 days.					
17. PAPR cartridge - HEPA only (single cartridge)	4.00 EA	0.00	19.50	6.05	84.05
Totals: First Floor Foyer				19.87	7,391.11
Line Item Totals: GUZMAN_VICTOR				19.87	7,391.11

ServiceMaster Restore By Rapid Response

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Tax ID: 33-07-64635
Franchise # 8000

SYMS

Summary

Line Item Total	7,371.24
Material Sales Tax	19.87
Replacement Cost Value	**$7,391.11**
Net Claim	**$7,391.11**

Andrew Grabhorn
President

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO, BORDER VIEW FAMILY FOR THE 2017-18 AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES

BACKGROUND INFORMATION:
The San Ysidro School District requested proposals from qualified and interested parties to provide ASES services to the District during school year 2017-18. A public notice was placed in the San Diego Union-Tribune and posted on the District's website for interested parties to submit a Scope of Work.

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 YMCA is currently the provider for the 2017 Extended Year Summer Program and will provide a smooth transition from the summer program to the 2017-18 ASES Program.

RECOMMENDATION:
Approve 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.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other

Business Services Reviewed: JAM

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2017-18 Budget? ☒ Yes ☐ No

Requisition #

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:

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

MEMORANDUM OF AGREEMENT

After School Education & Safety (ASES) & 21st Century Community Learning Centers (CCLC) Programs

This Agreement is to provide services for the After School Education and Safety Program (ASES) and 21st Century Community Learning Centers (CCLC) is entered into this 1st day of July 1, 2017 by and between the **San Ysidro School District** and **YMCA of San Diego County (YMCA)** who agrees to provide the services in accordance with the provisions of the California Education Code (EC) sections 8482-8484.7.

1. General Conditions:

ASES Program Hours of Operation and Attendance Requirements:

1. The After School Program will begin operation immediately upon the end of the regular school day and operate until at least 6:00 p.m. for a minimum of 15 hours per week, and on every "regular school day" and any day that students attend and instruction takes place.
2. For Before School Programs, provide program services for a minimum of 1 1/2 hours every school day.
3. Elementary students should participate every day that the after school component operates.
4. Establish a local policy for early release of students attending the ASES after school component needing to leave a program before closing which includes written parental permission stating the dates, times, and reasons for the early release. However, the after school component must remain open until at least 6:00 p.m.
5. Establish a policy for late arrival of those students attending the ASES Before School Program. This late arrival policy should include parental permission stating dates, times, and reasons for the late arrival.
6. To ensure that subsequent ASES grant awards will not be reduced due to insufficient program attendance and performance, YMCA of San Diego County must enforce the grant rules in compliance with **California Education Code 8483.7. (a) (1) (A).** California Education Code 8483.7. (a) (1) (A). states: Each school that establishes a program pursuant to this article is eligible to receive a three-year direct grant, that shall be awarded in three one-year increments and is subject to semi- annual attendance reporting and requirements as described in Section 8482.3 once every three years:

    i. The CDE shall provide technical support for development of a program improvement plan for grantees under the following conditions: (I) If actual pupil attendance falls below 75 percent of the target attendance level in any year of the grant. (II) If the grantee fails, in any year of the grant, to demonstrate measurable outcomes pursuant to Section 8484.

    ii. The CDE shall adjust the grant level of any school within the program that is under its targeted attendance level by more than 15 percent in each of two consecutive years.

    iii. In any year after the initial grant year, if the actual attendance level of a school within the program falls below 75 percent of the target attendance level, the CDE shall perform a review of the program and adjust the grant level as the CDE deems appropriate.

Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award allocations.

2. **Web-Based Attendance and Daily Attendance Accountability Requirements:**
   1. In FY 17-18, the YMCA of San Diego County will implement the *City Span Web-based Attendance Tracking System* (www.youthservices.net/sandiego) for daily program attendance entry.
   2. YMCA of San Diego County must fully utilize the *"Automated Card Scanning"* capability for the system. The *City Span Web-based Attendance Tracking System* will ensure that full attendance is documented only for students complying with their individual Early Release/Late Arrival times on file in accordance with ASES Program California Education Code Section and the intent of the Early Release/Late Arrival Policies for students in the ASES program.
   3. Use the web-based attendance system's card scanning features to ensure that all students are counted for attendance purposes in compliance with *EC* Section 8483(a)(1) and *EC* Section 8483(1)(a)(1).
   4. YMCA of San Diego County will identify key staff members to participate in trainings provided by SDCOE/City Span for implementation of the *City Span Web-based Attendance Tracking System.*
   5. In addition, YMCA of San Diego County must monitor on a weekly basis that all students sign-in (AM Program) and sign-out (PM Program) times comply with the Early Release/Late Arrival times on file for each student.
   6. San Ysidro School District will facilitate monthly attendance reporting and reconciling with the SDCOE.

3. **Staffing Requirements:**
   1. YMCA of San Diego County must ensure a student-to-staff ratio of no more than 20 to 1.
   2. YMCA of San Diego County must establish qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the San Ysidro School District.
   3. YMCA of San Diego County shall be responsible for students, staff, and parents accessing services under this Agreement. YMCA of San Diego County certifies that it shall provide adequate supervision of the students, staff, and other program personnel, and that its staff will follow legal guidelines on reporting child abuse/neglect.
   4. YMCA of San Diego County must certify that all personnel providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students, and that such personnel has provided evidence of freedom from active tuberculosis prior to starting service at any school site.

4. **State Mandated Data and Evaluation Requirements:**
   1. YMCA will collaborate with San Ysidro School District and SDCOE to disseminate statewide evaluation process as determined by the CDE.
   2. YMCA will respond to surveys or other methods of data collection that may be required throughout the duration of the program.
   3. Both San Ysidro School District and YMCA will collaborate to ensure timely and accurate collection of data required to conduct program evaluations including but not limited to Annual Performance Reports.
   4. San Ysidro School District will share evaluation data reports with YMCA of San Diego County to use for quality improvement plan.

5. **Student Reimbursement Rate, Payment, and Program Expenditure Guidelines:**
   1. Upon notification of overpayment in excess of the grant award amount or request for

reimbursement of unexpended ASES grant funds by the CDE, San Ysidro School District or YMCA of San Diego County will be required to return the entire amount of funding in question to the San Diego County Office of Education.

2. Ensure that expenditures shall comply with all applicable provisions of state and local rules, regulations and policies relating to the administration, use, and accounting for public school funds, including, but not limited to, California Education Code 8483.7.
3. Failure to comply with California Education Code 8483.7 shall result in a reduction of the ASES grant award during the current fiscal year or in subsequent years of the grant.
4. San Ysidro School District shall amend contract with the YMCA of San Diego County if the CDE adjusts the ASES reimbursement rate after 2017-18 contract is signed. The current ASES PM reimbursement rate is $7.50 per student/per day with an anticipated increase to $8.19 per student/per day once CDE releases 2017-18 award notifications. San Ysidro shall adjust contract maximum to the appropriate percentage grant award was increased or reduced in contract year.

6. Federal Program Monitoring and Annual Program Audit Guidelines.

1. San Ysidro School District shall provide a copy of Federal Program Monitoring (FPM) and Annual Program Audit findings/exceptions to SDCOE relative to the administration of the ASES Grant Requirements per California State Education Code Sections 8482-8484.6 and the Standards and Procedures for Audits of California K-12 Local Education Agencies 2007-2008; Article 3.1. § 19846. After School Education and Safety Program.
2. Both San Ysidro School District and YMCA of San Diego County personnel shall participate in Federal Program Monitoring (FPM) training.
3. Both San Ysidro School District and YMCA of San Diego County will attend Federal Program Monitoring (FPM) meetings with the CDE.

7. Budget Restrictions (See YMCA of San Diego County ELP 2017-18 Attachment A & B)

1. The San Diego County Office of Education shall retain 2% or $15,503.53 of total grant funds for direct administrative costs.
2. San Ysidro School District shall retain 3.2% or $24,806.00 of total grant funds for direct administrative costs.
3. The YMCA of San Diego County shall receive 8.2% or $63,654.47 for indirect costs. No more than 5% or $38,758.82 shall come from grant funds. The YMCA of San Diego County shall use separate invoice process for indirect costs above 5%.
4. No more than 4.8% or $37,208.47 of direct administrative costs shall be expended by YMCA.
5. The YMCA must expend at least 85% or $658,899.96 of grant funding in direct services for pupils.

8. Program Matching Funding Requirements.

1. Program must provide local funds totaling no less than one-third of the grant amount.
2. San Ysidro School District will provide matching funds for facilities and space usage not to exceed 25% or $63,952.09 of total match requirement.
3. YMCA of San Diego County shall contribute 10% or $25,580.83 of total match requirement unless otherwise agreed upon between San Ysidro School District and YMCA.
4. State categorical funds for remedial education activities may not be used to fulfill match requirements.

9. Additional ASES Program Operation Requirements.

1. Both San Ysidro School District and YMCA shall each designate an ASES Contact person.
2. Ensure the designated ASES Contact(s) attends the scheduled ASES District Contact meetings provided by the Resources & Technical Assistance Center (RTAC), the After School Administrative Program Support Center (ASC), the Children's Initiative (CI), and the San Diego Office of Education (SDCOE).
3. Ensure that the program will include an educational and literacy element designed to provide tutoring and/or homework assistance in one or more of the following core content subject areas: language arts, mathematics, history and social science, science and computer training.
4. The program will have an educational enrichment element that may include, but not limited to STEM, sports, visual and performing arts (dance), service learning, and youth development activities. These items should be discussed collaboratively between school administration and YMCA of San Diego County to best meet needs of San Ysidro School District.
5. Plan the program through a collaborative process that includes parents, youth, and school administration and personnel, community organizations, and the private sector.
6. If the site is not located on a school campus, it must be as accessible and available as the school site with safe transportation being provided by San Ysidro School District to enrolled participants.
7. San Ysidro School District shall collaborate with YMCA to provide snack and/or supper program that conforms to Article 2.5 of Chapter 9 of Part 27, commencing with Education Code Section 49430. (EC 8482.3(d)).
8. Provide information regarding the ASES Program in a form and language that is easily understandable to all parents.
9. Each partner in the application will share responsibility for the quality of the program. San Ysidro School District and YMCA will partner to conduct an annual continuous quality improvement process.
10. San Ysidro School District and YMCA will collaborate and coordinate with the regular school day program.
11. San Ysidro School District is responsible to ensure the YMCA of San Diego County has access to safe, clean, and supportive indoor/outdoor space at participating school sites to conduct a high quality program. Space shall include adequate indoor space for all academic and enrichment activities and shall be cleaned to the same standards/schedule as the regular school day.
12. All YMCA staff and volunteers will fulfill health screening and fingerprint clearance requirements in current law according to San Ysidro School District policy.
13. Each ASES funded site will be responsible for the development of a FY2017-18 After School Program Plan as part of the San Diego ASES Program Consortium.
14. San Ysidro School District and YMCA administration will review the ASES Program Plan annually and provide updates and/or revisions based on ASES program components, California Department of Education guidelines, and identified district program changes based on changes in grant or sites.
15. Each site ASES Program plan will identify FY 2017-2018 Attendance Goals described in Section VII of the San Diego Consortium After School Program Plan.
16. Ensure that ASES staff attends District and SDCOE training opportunities designed to maximize program effectiveness.
17. Host scheduled technical assistance site visits conducted by staff from RTAC, the After School (ASC) and the CI.
18. Collaborate with staff from RTAC, the After School (ASC), and the CI to review site visitation and technical assistance reports and plan for continuous program improvement.
19. San Ysidro School District and YMCA of San Diego County will ensure the proper record

keeping and documentation of program activities and the timely submission of all required reports. All reports due to San Diego County Office of Education and delegated to YMCA of San Diego County by San Ysidro School District shall include at least 30 days' notice unless otherwise agreed upon by both parties.

10. Terms and Conditions of the Grant Award

1. YMCA of San Diego County will make reports to San Ysidro School District as necessary to enable San Ysidro School District to perform its duties and will maintain such records and provide access to those records as San Ysidro School District deems necessary. The school and YMCA of San Diego County shall maintain such records for at least five years after the completion of the activities for which the funds are used.
2. YMCA of San Diego County will make any application, evaluation, periodic program plan, or report relating to each program available to parents and other members of the general public (California Public Records Act, Government Code Section 6250 et seq.)
3. Record revenues and expenditures for this grant as follows: for Standardized Account Code Structure (SASC) coding, use Resource Code 9065 and Revenue Object Code 8590.
4. This grant shall be administered in accordance with the provisions of California Education Code (EC) sections 8482-8484.6. Further, expenditures shall comply with all applicable provisions of federal, state and local rules, regulations and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California.
5. If a program participant receives state funds to operate ASES in excess of the amount warranted due to the program failing to operate and the program serving fewer pupils than planned, raising an inadequate amount of matching funds, failing to expend funds fully or any other reason during the grant period, the San Diego County Office of Education (SDCOE) shall reduce any subsequent allocations by the amount equal to the overpayment.
6. YMCA of San Diego County shall provide financial expenses monthly to San Ysidro School District.
7. San Ysidro School District shall be responsible to submit quarterly expenditure reports and program reports (including evaluation reports) to San Diego County Office of Education.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce, increase, or defer the funding upon which this award is based, then this award will be amended accordingly.

PERIOD OF AGREEMENT

According to the terms of the After School Education & Safety (ASES) Program, the term of this Agreement shall be July 1, 2017 through June 30, 2018.

11. COMPENSATION/COSTS AND PAYMENT SCHEDULE

San Ysidro School District shall reimburse funds to **YMCA of San Diego County** as available from SDCOE, and within 30 days after invoice for monthly expenses submitted from YMCA of San Diego County. Annual total ASES allocation(s) **shall not exceed** ***$759,672.91**for YMCA of San Diego County. This includes one invoice process which annual total shall not exceed $734,867.25 from grant funds, and secondary invoice process which annual total shall not exceed $24,805.66 from

local funds.

**The total contract amount shall be amended accordingly after 2017-18 ASES grant award is finalized and released by the CDE and SDCOE.*

Payments of the grant may actually differ from the granted amount as determined by CDE due to: 1) Non operation of a program at a school sites or non-operation of a funded grant component. 2) The inability to expend the total grant award by the June 30, 2018 final expenditure deadline for all ASES grant funds as determined by CDE. 3) Any ASES program Audit Findings or Program Compliance issues that result in the reduction of grant award or repayment of expended ASES funding will be paid to YMCA of San Diego County if determined such findings or compliance issues were result of failure to provide contracted services agreed upon by both parties and/or stated in signed MOU.

12. YMCA OF SAN DIEGO COUNTY & SAN YSIDRO SCHOOL DISTRICT CONTACT PERSONS

YMCA of San Diego County Contact:	San Ysidro School District Contact:
Baron Herdelin-Doherty	J. Arturo Sanchez Macias
YMCA of San Diego County	San Ysidro School District
President & CEO	Deputy Superintendent
3708 Ruffin Rd.	4350 Otay Mesa Rd.
San Diego, CA 92123	San Ysidro, CA 92173
858-292-9622	619-428-4476

13. CONFIDENTIALITY

1. All communications and information obtained by YMCA of San Diego County from San Ysidro School District relating to this agreement, and all information developed by YMCA of San Diego County under this agreement, are confidential. Except as provided in Subsection 3, without the prior written consent of an authorized representative of San Ysidro School District , YMCA of San Diego County shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, YMCA of San Diego County shall inform the San Ysidro School District, in writing, of the nature and reasons for such disclosure. YMCA of San Diego County shall not use any communications or information obtained from San Ysidro School District for any purpose other than the performance of this agreement, without San Ysidro School District's written prior consent.

2. At the conclusion of the performance of this agreement, YMCA of San Diego County shall return to San Ysidro School District all written materials constituting or incorporating any communications or information obtained from the San Ysidro School District. Upon San Ysidro School District's specific approval, YMCA of San Diego County may retain copies of such materials, subject to the requirements of Subsection 1.

3. San Ysidro School District may disclose to any vendor, or YMCA of San Diego County approved third parties, any information otherwise subject to Subsection 1 that is reasonably required for the performance and administration of the scope of work described in this contract. Prior to any such disclosure, San Ysidro School District shall obtain the YMCA of San Diego County's written agreement to the requirements of Subsection 1 and shall provide a copy of such agreement to San Ysidro School District.

4. 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 YMCA/Service Provider from LEA/District continue to be the property of and under the control of the District. YMCA will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The YMCA will not be obtaining pupil-generated content.
   - In the event of an unauthorized disclosure of a pupil's records, YMCA 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.
   - YMCA shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Agreement.
   - YMCA certifies that a pupil's records shall not be retained or available to YMCA upon completion of the terms of this Professional Services Agreement.
   - District agrees to work with YMCA to ensure compliance with FERPA.
   - YMCA 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. YMCA of San Diego County obligation of confidence with respect to information submitted or disclosed to YMCA of San Diego County by San Ysidro School District hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

   Likewise, San Ysidro School District obligation of confidence with respect to information submitted or disclosed to San Ysidro School District by YMCA of San Diego County hereunder shall survive termination and comply with all requirements outlined in this Agreement which is attached hereto and made a part hereof.

14. CONFIDENTIALITY OF SERVICES

Identities of all respondents including but not limited to staff, principal(s), parent(s), student(s) and individual responses on surveys in conjunction with this evaluation will be kept confidential by the YMCA of San Diego County. Reports generated will reflect aggregated data. No individual responses will be used. The YMCA of San Diego County is not authorized to redistribute or share any data or information with any agency, entity or individual without the written consent of San Ysidro School District.

YMCA of San Diego County agrees to all of the following:

(a) YMCA shall not disclose Private Information obtained from San Ysidro School District in the performance of this Agreement to any other vendor, person, or other entity, unless one of the following is true:

(i) The disclosure is authorized by this Agreement;

(ii) The YMCA received advance written approval from the San Ysidro School District to disclose the information; or

(iii) The disclosure is required by law or judicial order.

(b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.

(c) Any failure of contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, San Ysidro School District may terminate this Agreement, debar Contractor, or bring a false claim action against Contractor.

15. TERMINATION FOR CONVENIENCE

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time, for either party's convenience.

2. If the termination is for the convenience of the San Ysidro School District, upon receipt of 60 days' notice, YMCA of San Diego County shall:

(1) Immediately discontinue all services affected (unless the notice directs otherwise) and

(2) Deliver to San Ysidro School District all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

YMCA of San Diego County shall submit a final invoice within 60 days of termination and upon approval the San Ysidro School District shall reimburse for services actually performed prior to the effective date of termination and other costs reasonably incurred by YMCA of San Diego County to implement the termination.

3. YMCA of San Diego County shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to YMCA of San Diego County in accordance with this section shall constitute the District's exclusive remedy for any termination hereunder. The rights and remedies of San Ysidro School District provided in this section are in addition to any other rights and remedies provided by law or under this agreement.

16. TERMINATION FOR DEFAULT

1. Either party to this agreement may, by written notice to the other party, terminate this agreement in whole or in part at any time because of the failure of to fulfill its contractual obligations.
2. If this agreement is terminated by San Ysidro School District, u p o n receipt of such notice, YMCA of San Diego County shall:
   (1) Immediately discontinue all services affected (unless the notice directs otherwise) and

   (2) Deliver to San Ysidro School District all information and material as may have been involved in the provision of services in the performance of this agreement, whether completed or in process. Termination of this agreement shall be as of the date of receipt by YMCA of San Diego County of such notice.

3. If the termination is due to the failure of YMCA of San Diego County to fulfill its contractual obligations, San Ysidro School District may take over the services, and complete the services by contract or otherwise.

17. 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, YMCA of San Diego County is acting as an independent contractor and not as an officer, agent, or employee of San Ysidro School District.

18. HOLD HARMLESS

YMCA of San Diego County agrees to hold harmless, defend, and to indemnify San Ysidro School District, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, San Ysidro School District performance, or lack thereof, under this Agreement.

Likewise, San Ysidro School District agrees to hold harmless, defend, and to indemnify YMCA of San Diego 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, YMCA of San Diego County performance, or lack thereof, under this Agreement.

19. WORKERS' COMPENSATION

YMCA of San Diego County 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 YMCA of San Diego County shall sign and file with San Ysidro School District 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."

20. NON-FUNDIING

Notwithstanding any of the foregoing provisions, if for any fiscal year of this Agreement the San Diego County Office of Education School Board fails to appropriate or allocate funds for future periodical payments under this Agreement, San Ysidro School District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated, and may terminate this Agreement with 30 days' written notice.

21. AUDIT

YMCA of San Diego County agrees to maintain and preserve until five years after termination of the Agreement with San Ysidro School District, 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.

22. INSURANCE REQUIREMENTS

(1) Time for Compliance. YMCA 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, YMCA shall not allow any Subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. YMCA 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 YMCA, 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 YMCA'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 YMCA's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of YMCAs 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 YMCA maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by YMCA.

YMCA of San Diego County shall file, with San Ysidro School District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **San Ysidro School District** as an additional insured.

23. GOVERNING LAW/VENUE SAN DIEGO

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.

24. COMPLIANCE WITH LAW

YMCA of San Diego County 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, and purchasing practices, and wages, hours, and conditions of employment, including non-discrimination.

25. FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Ysidro School District and the YMCA of San Diego County President/CEO.

26. TOBACCO-FREE FACILITY

San Ysidro School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of school property.

27. PUPIL SAFETY / SCHOOL SAFETY ACT

Pupil Safety/School Safety Act: The San Ysidro School District shall determine the YMCA of San Diego County's level of contact with pupils from the following two (2) choices, by inserting an **X** below:

___The YMCA of San Diego County will have **"limited contact"** with pupils and the Contractor/Provider may be required to do one or more of the following to protect pupils:

1.Prohibit Contractor/Provider's employees from using student restroom facilities,
2.Perform work when school is not in session,
3.Provide security patrols or supervision,
4.Restrict Contractor/Provider's employees' access to site grounds, and/or
5.Provide badges or other visible means of Contractor/Provider's identification.

X The YMCA of San Diego County will have **"greater than limited contact"** with pupils and the YMCA of San Diego County shall require their employees, including the employees of any subcontractor, who will provide these services, to submit their fingerprints in order to conduct a criminal background check per Education Code §45122.1. The YMCA of San Diego County shall not permit any employee, including the employees of any subcontractor, to perform services under this contract until:

1. The Department of Justice has determined that these employees have not been convicted of, or have charges pending for a defined felony.

2. The YMCA of San Diego County has **certified in writing** to the San Ysidro School District that the employer and all of these employees have not been convicted of, or do not have charges pending for a defined felony.

_____ _____

By (Authorized Signature) Date

_____

Name (Type or Print)

YMCA of San Diego County

28. ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no 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 YSIDRO SCHOOL DISTRICT

By (Authorized Signature)

_____

J. Arturo Sanchez Macias
Deputy Superintendent
San Ysidro School District

Date: _____

Board Approved:

YMCA OF SAN DIEGO COUNTY

By (Authorized Signature)

_____

Baron Herdelin-Doherty
President/CEO
YMCA of San Diego County

Date: _____

Federal EIN #: 95-2039198

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL (SCEDC) MEMBERSHIP

BACKGROUND INFORMATION:
The SCEDC is a 501(c)3 non-profit organization comprised of business leaders and public officials working together to build a better and stronger South County region helping to create economic opportunities by encouraging workforce enhancement through the retention and creation of jobs.

The SCEDC serves as an advocate for South County's public and private interest through communication with local, State and Federal government agencies on both sides of the border. Members have opportunities to discuss issues with other business and elected leaders within the area.

RECOMMENDATION:
Approve 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.

☐ 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 #

$350.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SOUTH COUNTY ECONOMIC DEVELOPMENT COUNCIL

May 3, 2017

Julio Fonseca
Superintendent
San Ysidro School District
4350 Otay Mesa Rd
San Ysidro, CA 92173

Membership Invoice # 1175-17

INVOICE

Please Remit for:
Fiscal Year 2017-2018 Membership Dues
(July 1, 2017 – June 30, 2018)

Total Amount Due	$350

South County EDC is a 501 C 3 non-profit organization; therefore any contributions, gifts or dues are deductible as charitable contribution for federal tax purposes. Federal Tax ID Number 33-0447669

PLEASE MAKE CHECK PAYABLE TO: **South County Economic Development Council**
AND MAIL TO: **1111 Bay Blvd. Suite "E" Chula Vista CA. 91911**
FOR ANY QUESTIONS PLEASE CALL **(619) 424-5143**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION MEMBERSHIP

BACKGROUND INFORMATION:
The Governing Board has over the years subscribed to memberships and to organizations that help build the Board's awareness, knowledge and overall governance ability. The San Diego County School Boards Association advocates for public education, quality schools and programs for all students.

RECOMMENDATION:
Approve 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.

☐ **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 #

$188.28	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

June 15, 2017

INVOICE

SAN DIEGO COUNTY SCHOOL BOARDS ASSOCIATION
6401 Linda Vista Road, Room 406
San Diego CA 92111-7399

SAN YSIDRO SCHOOL DISTRICT Membership dues for School Year 2017-2018
(Authorized by Education Code Section 1071)

$188.28

Bylaws of the Association provide annual dues at three and one-half percent (3-1/2%) of the California School Boards Association dues for said member district for the same year. The Board of Directors shall have the power to decrease such annual dues at any time by majority vote of all members of the Board of Directors. Annual dues shall be payable July 1 of each year for the period of July 1 to June 30 inclusive, and shall become delinquent October 1 of each year.

Please make checks payable to: **San Diego County School Boards Association**

In an effort to show our appreciation for your ongoing partnership with SDCSBA it is important that we regularly evaluate how we can best serve our Districts and School Board members in Region 17. As a result, our conservative fiscal management has put SDCSBA in a position of being able to lower membership dues by 33% for the year 2017-2018. This invoice reflects this change. The committee will review this matter again next year. Thank you.

If you have any questions please contact Brenda Gomez (858) 292-3819.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LETTER OF AGREEMENT WITH CORNERSTONE COMMUNITIES CORPORATION

BACKGROUND INFORMATION:
The City of San Diego is requesting that Cornerstone Communities Corporation (Cornerstone), the Developer for the neighboring residential community, to upgrade the main sewer lines on Otay Mesa Road and that run outside of the District's administration offices and San Ysidro Middle School. In order for this upgrade to take place, there will be road lane closures and driveway obstructions that will affect these two District's locations. Cornerstone has agreed to provide temporary driveways so that the District's regular business operations are not impacted. The upgrading will take place beginning June 20, 2017 and is expected to be completed by July 28, 2017.

RECOMMENDATION:
Approve/Ratify the Letter of Agreement authorizing Cornerstone Communities Corporation from June 20, 2017 to July 28, 2017 at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

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

Superintendent's Office Certification:

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

LETTER OF AGREEMENT

Between: Cornerstone Communities Corporation (Developer)

And: San Ysidro School District (Property Owner)

San Ysidro School District, is the owner of 4350 Otay Mesa Rd, San Ysidro CA 92173 and 4345 Otay Mesa Road, San Ysidro, CA 92173 (parcels 638-070-66 and 638-070-69 hereinafter "subject property").

As property owner, we have examined Traffic Control Plan prepared by SB&O, Inc., for the Otay Mesa Road lane closure and driveway obstructions at the District Office and San Ysidro Middle School.

Property Owner, does hereby grant to Cornerstone Communities Corporation, permission for the work with, with rights and limitation set forth below:

1. The right to enter upon a portion of the subject property for the limited purpose providing a temporary driveway to the district office. The District hereby grants the Developer a license to accomplish this purpose. The temporary driveway shall be installed and ready for use prior to the closure of east driveway referred to in paragraph 2, below. Developer shall coordinate its activities with a representative to be designated by the District.

2. The right to temporarily close the east driveway at the Middle School property.

3. Work described will commence on or after June 20, 2017 and be completed no later than July 28, 2017.

4. Developer shall be obligated to repair any areas disturbed by construction activities including removal of temporary driveway.

5. Developer shall indemnify and hold the District harmless for all injuries, damages, claims or suits arising out of its activities conducted pursuant to this Agreement, save to the extent that the injury, damages, claim or suit arose out of the active negligence of the District.

Accepted and agreed to:

SAN YSIDRO SCHOOL DISTRICT

By: _____

Name: J. Arturo Sanchez Macias

Its: Deputy Superintendent

Date: 06-21-17

CORNERSTONE COMMUNITIES CORPORATION

By: _____

Jack Robson,
Vice President of Land Planning & Development

Date: 6.21.17

00172-00005/4036621.1

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH AGUILAR AND ASSOCIATES – CHANGE ORDER NO. 2

BACKGROUND INFORMATION:
On November 10, 2016, the Governing Board approved Aguilar & Associates for the Multi-Prime Construction Projects at La Mirada and Smythe Schools. The approved construction and modernization projects to the buildings of both school sites have commenced. This Change Order includes:

- Landscape Architectural Services to beautify and improve the current landscapes and irrigation systems to bring an outdoor environment that students and staff will enjoy and will bring these modernization projects to completion both inside and out. $27,784.00.
- New Kindergarten Restrooms – Design new restrooms to convert existing classrooms to kindergarten classrooms. $19,424.00
- Construction Administration Services Augmentation: $66,400.00
- Estimated expenses: $1,000.00

RECOMMENDATION:
Approve 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.

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

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

ESTIMATED $114,608.00 (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:

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

AGUILAR & ASSOCIATES

July 7, 2017 – REV. 7/10/17

Mr. J. Arturo Sanchez Macias
Deputy Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173-1685

Subject: SCOPE CHANGE AGREEMENT **002** – La Mirada & Smythe Renovations
Change Agreement # 01: Construction Administration Services Augmentation, New Kindergarten Restrooms and Landscape Architect Design Services

Dear Arturo,

Per our recent conversation, attached is the request for the Change Agreement for the above scope and project. This scope change agreement will be made effective immediately and will include one full-time and one half-time staff to manage the construction phase, for a total of 8 weeks (June 15, 2017 through August 15, 2017)

Our estimated scope of services is as follows:

CONSTRUCTION ADMINISTRATION SERVICES AUGMENTATION:

1. Additional review of and response to general contractor's RFIs
2. Additional review of shop drawings and submittals
3. Additional review of change orders
4. Additional review of pay applications
5. Resolve site unforeseen conditions

NEW KINDERGARTEN RESTROOMS:

1. Design new restrooms to convert existing classrooms to kindergarten classrooms
2. Coordinate with MEP engineers
3. Produce interim MEP infrastructure installations for immediate execution
4. Produce Construction Documents for DSA approval
5. Coordinate with DSA to receive approval
6. Construction Administration

LANDSCAPE ARCHITECT SERIVCES

1. Conceptual planning new landscape areas and select plantings
2. Produce Construction Documents for DSA approval:
    1) Landscape construction and hardscape layout plans
    2) Landscape construction details
    3) Irrigation plans and details
    4) Planting plans and details
    5) Site amenities plan
    6) Specifications

3. Coordinate with DSA to receive approval
4. Construction Administration

COMPENSATION:
See Exhibit "A" for a detailed explanation of fees and hours
For the Basic Services described above, we propose a fixed fee as stated below:

A.	Construction Administration Services Augmentation:	$ 66,400.00
B.	New Kindergarten Restrooms	$19,424.00
C.	Landscape Architect Design Services	$27,784.00
D.	Estimate Expenses	$ 1,000.00
	ESTIMATED TOTAL FEES AND EXPENSES -	**$114,608.00**

SCHEDULE:
We are prepared to commence these services upon receipt of your written authorization to proceed and expect that our services can be completed according to mutually agreeable timeframes and DSA schedules.

If you find this proposal satisfactory, it will be used as the basis for a Purchase Order Amendment per the terms and conditions incorporated in our Agreement dated October 24, 2016. If you have any questions, please contact me at 949-230-8875.

Thank you for the opportunity to submit this proposal to you. We look forward to continuing our working relationship.

Very truly yours,
Aguilar & Associates

Guillermo Aguilar, AIA
Principal
T. 949-230-8875
gaguilar@aguilararchitects.com

ACCEPTED:
San Ysidro School District:

Name: _____

Title: _____

EXHIBIT "A"

La Mirada / Smythe Construction Administration Augmentation

A. Construction Administration

	Principal	Project Manager	Job Captain	
Weekly On Site CA Support	0		40	
Weekly Office CA Support	0	20		
WEEKLY SUBTOTAL	0	20	40	
RATE	$198.00	$145.00	$135.00	
Weekly Fees	$0.00	$2,900.00	$5,400.00	$8,300.00
8 Weeks Construction	$0.00	$23,200.00	$43,200.00	$66,400.00
TOTAL CA Augmentation Fee				$66,400.00

B. New Kindergarten Restrooms

	Principal	Project Manager	Job Captain	
Design	0.5	4	20	
Construction Documents	0.5	4	20	
Consultant Coordination	0.5	4	4	
DSA approval	0.5	4	20	
CA	1	4	8	
SUBTOTAL	3	20	72	
RATE	$198.00	$145.00	$135.00	
A/E Fees	$594.00	$2,900.00	$9,720.00	$13,214.00
MEP Fees				$5,400.00
15% coordiantion fee				$810.00
Total Kinder RR Fee				$19,424.00

C. Landscape Architect

LA fee - La Mirada				$12,080.00
LA fee - Smythe				$12,080.00
15% coordination fee				$3,624.00
Total LA fee				$27,784.00

D. Expenses (estimate) 1,000.00

Total Additional Services Fee: $114,608.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH DR. RUDY M. CASTRUITA (RMC EDUCATION CONSULTANTS, INC.)

BACKGROUND INFORMATION:
As part of the District's strategic planning, Dr. Rudy Castruita will assist in guiding Administration and the Governing Board in setting protocols, establishing a self-evaluation instrument and develop a Superintendent evaluation instrument. Administration has selected Dr. Castruita as the guest speaker for a planned Board retreat where Dr. Castruita will share his vast knowledge and experience in the area of Education.

The cost implication includes a service fee of $2,000.00 plus mileage for trips to and from the location designated by the District.

RECOMMENDATION:
Approve 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.

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

Financial Implications?	Are funds for this item included in the 2017-2018 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
Estimated cost: $2,000.00 (Amount)	Supplemental and Concentration (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of July, 2017, by and between the San Ysidro School District, hereinafter called the "District", and

Dr. Rudy M. Castruita
Company/Consultant

(619) 778-1236
Telephone Number

1314 Viginia Way, La Jolla, CA 92037
Address

rmc1usc@outlook.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 14, 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 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

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 – **District waives this section.** _____
(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 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:	**RMC Education Consultants, Inc.**
Name:	Dr. Rudy M. Castruita
Title:	Independent Consultant
Address:	1314 Virginia Way
City/State/Zip Code:	La Jolla, CA 92037
Telephone:	(619) 778-1236
Email:	rmc1usc@outlook.com

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Julio Fonseca, Ed.D.
Title:	Deputy Superintendent	Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3021
Email:	arturo.macias@sysd.k12.ca.us	julio.fonseca@sysd.k12.ca.us

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	DISTRICT
RMC Education Consultants, Inc. Firm Name	San Ysidro School District Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Julio Fonseca, Ed.D., Superintendent Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

This consulting agreement is made effective upon Board Approval and a fully executed agreement by and between the San Ysidro School District ("District") and Dr. Rudy M. Castruita (RMC Education Consultants, Inc.) ("Consultant"). The District desires to retain the services as follows:

1. Consultant to work with the Board and Superintendent in setting protocols.
2. Consultant to work with the Board and Superintendent to establish a self-evaluation instrument.
3. Consultant to develop Superintendent's evaluation instrument for Board of Education review and approval.

The District will pay the Consultant a not-to-exceed amount of $2,000 plus mileage for trips to and from the school district for services as described above. The rate for mileage is based on the IRS current rate. Mileage will be submitted to the District for payment and will include to/from destination information. Invoices will be submitted after service is completed.

Consultant shall provide a completed W-9 for payment processing. Payment for services will be made out to RMC Education Consultants, Inc. and will be U.S. mailed to the contact information on the invoice. //

Please Initial if Approved:

District: _____ Consultant: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: July 13, 2017

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: DESIGNATION OF AUTHORIZED DISTRICT REPRESENTATIVES FOR CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

BACKGROUND INFORMATION:
The District currently participates in the Child and Adult Care Food Program (CACFP). The CACFP requests that participating agencies designate authorized representative to implement and operate the program according to specific requirements. Furthermore, in the event of a change in the authorized representatives, the District agrees to notify the California Department of Education.

The District designates the Deputy Superintendent and the Assistant Director of Nutrition Services to be the designated representatives of the CACFP.

RECOMMENDATION:
Approve 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.

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

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

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

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

Superintendent's Office Certification:

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

OFFICIAL AGENCY CERTIFICATION AND DESIGNATION OF AUTHORIZED REPRESENTATIVE

☐ NEW CHILD AND ADULT CARE FOOD PROGRAM AGENCY (Complete Sections One & Three only)
☐ EXISTING AGENCY (Complete all sections)

SECTION ONE

AUTHORIZED REPRESENTATIVE FOR: ☒ CENTERS ☐ DAY CARE HOMES ☐ BOTH CENTERS AND DAY CARE HOMES

LEGAL AGENCY NAME
San Ysidro School District

AUTHORIZED REPRESENTATIVE NAME		AUTHORIZED REPRESENTATIVE TITLE/POSITION
TELEPHONE NUMBER 619-428-4476	FAX NUMBER N/A	E-MAIL ADDRESS

SECTION TWO

VENDOR NUMBER	CNIPS ID NUMBER
683700	02478

IS THE PREVIOUS AUTHORIZED REPRESENTATIVE STILL EMPLOYED BY YOUR AGENCY? ☐ YES ☒ NO

DO YOU WANT THE PREVIOUS AUTHORIZED REPRESENTATIVE TO CONTINUE TO HAVE ACCESS TO THE CHILD NUTRITION INFORMATION AND PAYMENT SYSTEM? ☐ YES ☒ NO

PRINTED NAME OF PREVIOUS AUTHORIZED REPRESENTATIVE
N/A

SECTION THREE

As indicated above, I certify the agency has the authority to implement the Child and Adult Care Food Program (CACFP). I authorize the above named individual as the Authorized Representative to have full oversight of the CACFP. This person will assign the administrative staff necessary to implement and operate the CACFP according to the program's requirements. Furthermore, I agree to notify the California Department of Education (CDE) in the event of a change in the Authorized Representative. In that event, I agree to formally designate a new CACFP Authorized Representative for the agency.

I understand and acknowledge that, although the above named individual is the Authorized Representative for the CACFP, I am ultimately responsible for the agency's CACFP operations. Furthermore, I understand the CACFP regulations prohibit contracting out the management of the CACFP to a third party.

I assure the CDE that the agency will adhere to all of the CACFP requirements outlined in Title 7, Code of Federal Regulations, *Part 226 (CACFP Regulations), the CDE Permanent Agreement, and all CDE and U.S. Department of Agriculture (USDA) guidance provided.*

I acknowledge that this information is being given in connection with the receipt of federal funds and any deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes, and placement of all responsible principals and our agency on the USDA's National Disqualified List.

PRINTED NAME OF EXECUTIVE DIRECTOR/HIGHEST AGENCY OFFICIAL	SIGNATURE	DATE
PRINTED NAME OF BOARD CHAIR (IF APPLICABLE)	SIGNATURE	DATE

12B.39