

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

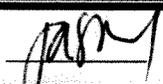
AGENDA ITEM: AGREEMENT WITH WHITAKER BROTHERS BUSINESS MACHINES INC.

BACKGROUND INFORMATION:

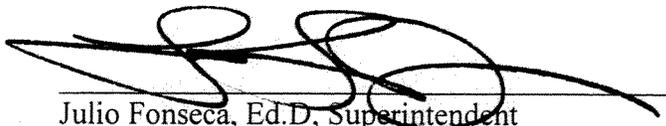
The District purchased an envelope inserter machine for bulk mailings. In order to keep this equipment in full service and extend the life of it, the District is renewing the Service Level Agreement with Whitaker Brothers Business Machines, Inc. to continue providing maintenance services. The coverage period is April 13, 2016 to April 12, 2017.

RECOMMENDATION:

Approve the agreement with Whitaker Brother Business Machines, Inc. at an annual cost of \$379.00 from the general fund.

<input checked="" type="checkbox"/> Renewal		<input type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: 
Financial Implications?	Are funds for this item available in the 2015-2016 Budget?		Requisition #			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
\$379.00 <small>(Amount)</small>	General Fund <small>(Name of funding source and/or location)</small>					

Recommended for: Approval Denial Certification Requested Yes No
Superintendent's Office Certification:


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



WHITAKER BROTHERS BUSINESS MACHINES, INC.
 3 Taft Court, Rockville, MD 20850
 Tel: 301-354-3000 • 800-243-9226 • Fax: 301-354-3003
 www.whitakerbrothers.com • contracts@whitakerbrothers.com
 EIN # 52-1357073

Service Level Agreement Renewal

Whitaker Brothers Business Machines Inc. and the customer listed below hereby enter into this Service Level Agreement, whereby Whitaker Brothers Business Machines Inc, will provide the maintenance services on the equipment listed below under the enclosed terms and conditions for the price set forth. This agreement is effective on the dates listed until a formal termination is executed by either party via a written 30 day notice.

SAN YSIDRO SCHOOL DISTRICT
 PHONE: 428 4476

4350 OTAY MESA ROAD
 SAN YSIDRO CA 92173

Agreement #	0000027721
Coverage Period	4/13/2016 TO 4/12/2017
Customer PO#	
Customer #	155664

ID #	Item Description	Serial #	Annual Rate
BESFD6102	FORMAX FOLDER/INSERTER FD6102	PA14333011873	\$379.00
		Subtotal	\$379.00
		Sales Tax	\$0.00
		Total	\$379.00

Customer Signature _____ Date _____

Doris Serkedakis 03-07-2016

WBBM Signature _____ Date _____

Doris Serkedakis
 Contract Manager
 301-354-3000 Ext. 131

Notes:

PREVIOUS PO# A60643 -- *Araceli Sanchez*
 619-428-4476

Comments:

Please sign and return with payment or a new PO# for the renewal starting on 4/13/2016

03-00-0000 0000 0600 7200 5660 605 0711

PLEASE SIGN AND RETURN WITH A NEW PO# OR WITH PAYMENT BY THE RENEWAL START DATE

SERVICE LEVEL AGREEMENT TERMS & CONDITIONS

1. **TERMS** – These are the only terms & conditions under which WBBM will accept to enter into a Maintenance Agreement with a customer. This agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year. WBBM will send a proposal to renew for another year. Agreements shall be paid in advance or a Purchase Order shall be submitted for an invoice to be issued payable Net 30 days. Federal Government customers may pay in arrears on a monthly or quarterly basis.
2. **COVERAGE** – WBBM agrees to provide and the customer agrees to accept the Maintenance Agreement for the equipment listed. This Agreement covers one maintenance visit and service calls including parts, labor & travel. It is the responsibility of the customer to locate and notify WBBM of any equipment location changes.
3. **MAINTENANCE SERVICES** – WBBM agrees to provide maintenance visits to include adjustments, cleaning, lubricating as deemed necessary by the technician to assure proper and safe operation. One (1) maintenance visit per contract year will be performed upon customer request.
4. **LIMITATIONS OF COVERAGE** - Service Level Agreements DO NOT COVER:
 - a. Installation or reinstallation of machines and any re-training of the user after the initial introductory training provided.
 - b. Any failures due to causes beyond our control such as theft, fire, flood, lightning, power failure, power reduction or any other such occurrences.
 - c. Any failures due to abuse, misuse, improper or unauthorized maintenance, entry of foreign matter into machine, paper jams caused by over feeding or machines falling off table.
 - d. The cost of any electrical component which exceeds the total annual cost of the Service Level Agreement.
 - e. This agreement covers all parts except damage to the cutting heads on shredders if found to be physical abuse.
 - f. Consumables, such as ink ribbons on time & date stamps, feed tires or certain feed rollers, brushes, and water reservoirs on folder/sealer machines are covered for one (1) replacement per contract year. For Paper cutters, one knife change with sharpening of dull blade is covered per year. Replacement knives and cutters, drill bits, cutting sticks, oil and bags etc. are considered supply items and are not covered.
 - g. Any maintenance which is normally construed as operator function, such as periodic cleaning of the machine and oiling the cutters.
 - h. The complete rebuilding of a machine that is caused by excessive or prolonged use.
5. **ACCEPTANCE/TERMINATION** – This Maintenance Agreement will become effective when properly signed by both the customer and WBBM and paid in full for the designated coverage period. This agreement may be canceled by either party giving at least thirty (30) days written notice to the other party. The monetary value of any unused portion may be applied as part of the payment toward the coverage on a replacement machine or a refund for the remaining agreement period may be issued if no service has been performed during the covered period. Any service performed constitutes a fulfillment of the agreement terms and no refund is due.
6. **CHARGES / TAXES** – The customer agrees to pay WBBM annually and in advance the charges as set forth in this agreement with all applicable taxes. An annual reminder of the new agreement period starting and the payment due will be sent approximately 1- 2 months before expiration.
7. **INITIAL INSPECTION AND REPAIR** – All equipment outside of the original manufacturer's warranty period considered for the Maintenance Agreement must be approved by WBBM for coverage by way of a pre-inspection visit/service call chargeable to the customer.
8. **EQUIPMENT ADDITIONS/DELETIONS** – Machines may be added to an active agreement upon written or faxed notification to WBBM when said machines meet the requirements set forth in item 7 above. Contract additions will be prorated to match current contract billing cycle (and be subject to #5).
9. **DISCONTINUED MODELS** - At the time a machine becomes a discontinued model it may stay covered under the maintenance agreement and WBBM will make the best effort to keep it in proper operating condition. WBBM will not be held to the contract terms if replacement parts can no longer be obtained from the manufacturer, in which case the contract simply may be terminated, see clause #5.
10. **ACCESS TO EQUIPMENT** - WBBM will provide service during the hours of 8:00 A.M. and 4:00 P.M. (Monday through Friday). The customer agrees to provide full and free access to the machines covered by this agreement and adequate workspace for our technicians to perform the services required under the terms of the agreement. Any delays or limited access can result in billable time at the standard hourly labor rate. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO LOCATE AND NOTIFY WBBM OF ANY EQUIPMENT LOCATION CHANGES.
11. **WARRANTY** - All warranties either limited or implied are as depicted by the manufacturer of the specific equipment. WBBM assumes no other warranty liability for the equipment on contract or serviced.
12. **LIMITATION OF LIABILITY** - WBBM will in no event be liable for any losses of revenues or productivity due to equipment failure during the agreement period. WBBM's sole responsibility lies with the repair of the equipment, maintaining said equipment to currently published manufacturer's specifications and normal operating standards. Standard Maintenance Agreement pricing is based on Business Office applications only. Any other application, which can be construed as industrial or multi-site, long distance locations will be priced accordingly. Such price adjustment can be made any time during the agreement period with a 30 day written notice.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: AGREEMENT WITH KLEINFELDER

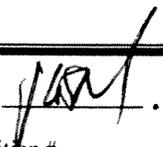
BACKGROUND INFORMATION:

During a recent walk-through of the San Ysidro Middle School site, several crevices (cracks) were found both on the ground and walls of several buildings. Some of the crevices of concern, such as ones found in the boys' and girls' locker rooms, require further investigation.

Kleinfelder, an architecture, engineering, and science consulting firm, will conduct a geotechnical study to determine the severity of the problem. The geotechnical study includes: ■ Document Review ■ Site Reconnaissance ■ Field Exploration ■ Laboratory Testing ■ Analysis and Report Preparation. Kleinfelder will also provide recommendations and possible solutions to prevent any further damage to the school site.

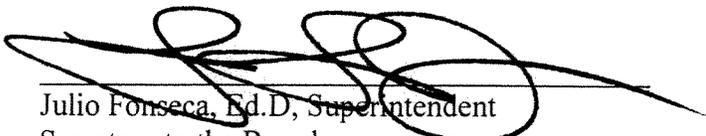
RECOMMENDATION:

Approve the agreement with Kleinfelder to conduct a geotechnical study at the San Ysidro Middle School at an estimated cost of \$39,950.00 from the building fund.

<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2015-2016 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px;">\$39,950.00 (Amount)</div>	<div style="border: 1px solid black; padding: 2px;">Building Fund (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 2px; height: 20px;"></div> (Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 25th day of March, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Kleinfelder

Company/Consultant

(619) 831-4600

Telephone Number

550 West C Street, Suite 1200, San Diego, CA 92101

Address

RATorres@kleinfelder.com

Email

hereinafter referred to as "Contractor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contractor Services Documentation ("attached documents") attached hereto as **Exhibit "A"**, contractor's proposal dated March 10, 2015 incorporated herein by its reference, including all assumptions and limitations stated therein; and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor shall follow the professional standard of care 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 "professional standards" shall mean the Standard of Care defined in Section 4.3 and those standards of practice recognized by one or more other members of Contractor's profession 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. Contractor 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. Contractor 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 Contractor'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: March 25, 2016

To: Project completion

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 Contractor for the specified services as reflected on *Exhibit A* during this contract term.

2.2 PAYMENTS

Contractor shall submit to District an itemized invoice which indicates work completed by Contractor. 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 Contractor within 30 days from the date of Contractor's invoice.

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, subject to Contractor's written approval. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Contractor, 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 Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF CONTRACTOR

4.1 ORGANIZATION

Contractor 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. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

Contractor 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 and under similar circumstances. Contractor represents it is skilled in the professional calling necessary to perform the Services. Contractor's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them in accordance to the Standard of Care. Contractor and its employees and subcontractors shall have all applicable licenses, permits, qualifications and approvals 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 Contractor'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 Contractor'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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project. Contractor makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or instrument of service provided pursuant to this Agreement.

4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Contractor is retained as an independent contractor and is not an agent or employee of the District. No employee or agent of Contractor shall by this Agreement become an agent or employee of the District.

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Contractor 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

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor shall allow inspection of all non-proprietary and project-specific 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. Contractor 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, Contractor shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

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

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Contractor's profession, or that of its contractors.

(b) Minimum Limits. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, and employees shall be covered as additional insured with respect to the work performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, and employees or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, and employees shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with

respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

Professional Liability – Contractor and its sub-contractors and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, and employees.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability, shall contain standard separation of insured's provisions.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to

District to date of the notice of termination and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

(2) Contractor's Termination for Cause. This Agreement may be terminated by the Contractor 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 effective date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Contractor shall be compensated for services completed to the effective 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, Contractor 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 Contractor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request, following payment for all satisfactorily performed services.

(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 Contractor pursuant to this Agreement, shall be the sole property of the District, except that Contractor 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, re-use or reliance on, not within the purposes intended by this Agreement shall be at District's sole risk and provided that Contractor 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 entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

5.5 SAFETY

Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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

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

5.7 INDEMNIFICATION

Contractor agrees to protect, save, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, and employees from any claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or but only to the proportionate extent resulting from the negligent acts, errors or omissions or willful misconduct by Contractor, Contractor's agents, officers, employees, sub-contractors, or independent contractors hired by Contractor under this Agreement. The only exception to Contractor's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the 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 Contractor.

Any obligation of Contractor to indemnify and defend District shall be contingent upon a judicial finding of professional negligence on the part of Contractor, and in proportion to the degree to which such negligence has contributed to the total damages. Neither party shall be liable to the other for consequential damages, including but not limited to loss of profits, loss of use, incidental, indirect, collateral, punitive, exemplary, multiple or other special damages.

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:

Contractor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Contractor shall not be permitted to have any contact with District pupils until such time as Contractor 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 Contractor and/or its employees will have limited contact with District pupils or if Contractor and/or its employees will be supervised at all times by District employees. _____.

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

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.

CONTRACTOR:	Kleinfelder
Name:	Moises Arzamendi, PE, GE
Title:	Senior Project Manager
Address:	550 West C Street, Suite 1200
City/State/Zip code:	San Diego, CA 92101
Telephone:	(619) 831-4600
Email:	

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Contractor 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 entity on behalf of which his or her signature is made.

8 NO THIRD PARTY BENEFICIARIES:

The parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party, nor is this Agreement or the services provided hereunder intended to create any special relationship or fiduciary duty to third parties.

9 SITE ACCESS:

District shall, as may be required by Contractor for the successful and timely completion of Services: (i) provide unimpeded and timely access to the site, including third party sites, if required; (ii) provide an adequate area for Contractor's site office facilities, equipment storage, and parking; (iii) furnish all construction utilities and utility releases necessary for the performance of the Services; and (iv) obtain project-specific permits and licenses necessary for the performance of the Services.

10 WARRANTY OF TITLE, WASTE OWNERSHIP:

Contractor will not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the District. District shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

CONTRACTOR

DISTRICT

KLEINFELDER

Firm Name

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Jose Arturo Sanchez Macias, Chief Operating Officer
Print Name, Title

Date:

Date

Phone Number

Board Approved

12B.2

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Contractor's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Contractor shall require their employees, including the employees of any sub-contractor 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.

Contractor 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.

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

Contractor 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 Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

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

Name

Last 4-digits of SSN or CDL Number

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

Contractor _____

Name/title of authorized representative _____

Signature _____ Date _____



EXHIBIT A

March 10, 2015

Mr. Victor Guzman
Director of MOTF
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, California 92173

**Subject: Proposal for Geotechnical investigation
San Ysidro Middle School – Boys/Girls Locker Rooms
4345 Otay Mesa Road
San Ysidro, California**

Dear Mr. Guzman:

In accordance with your request, Kleinfelder is pleased to present this proposal to perform a geotechnical investigation of the observed building distress at the San Ysidro Middle School Boys & Girls Locker Rooms. The purpose of our investigation is to evaluate the existing geologic conditions beneath the site and assess the potential cause(s) of the building distress as it relates to subsurface geotechnical conditions.

SCOPE OF WORK

Our scope of services will include a field exploration program, laboratory testing of soil samples, engineering analyses and preparation of a report presenting our conclusions and recommendations. Specifically, our proposed geotechnical services will include the following tasks:

Task 1 - Document Review

We will review available documentation, including relevant reports on file with the City of San Diego and DSA, published geotechnical and geologic literature, geologic maps and historical stereoscopic aerial photographs. Our study is based on the assumption that reports are available and that the information within the reports is pertinent to the proposed improvements. We cannot provide recommendations for areas of the project where prior reports are not available.

Task 2 - Site Reconnaissance

An engineering geologist from our firm will conduct a site reconnaissance to observe the geologic conditions exposed at the campus. Existing topography and slopes will be evaluated for signs of potential instability along with any groundwater seepage conditions.



Task 3 - Field Exploration

We will drill and log a total of seven (7) borings to a depth of up to approximately 20 feet below current site grades or effective refusal, whichever occurs first. Four borings will be drilled inside the locker rooms, and three will be drilled near the exterior of the building. The borings will be drilled using a limited access, tripod mounted drill rig. We will conduct the borings after school hours to avoid conflict with students.

Prior to drilling any borings, we will coordinate with you for locating any underground utilities that may be in conflict with our borings. We will also subcontract with a private utility locator to assist in evaluating underground utilities in the vicinity of our borings. The existing slab at the interior locations will be cored prior to drilling, then patched with quick-setting concrete following completion of the borings. Please note that our costs do not include replacing any existing floor coverings. The borings will be logged by our field engineer or geologist, who will collect soil samples at selected depth intervals for further examination and laboratory testing.

Task 4 – Laboratory Testing

We will conduct laboratory testing of selected soil samples obtained from the borings. Our testing may include but not be limited to the following tests:

- Moisture and density determination (ASTM D2216 and D2937)
- Particle size distribution (ASTM D422)
- Atterberg limits (ASTM D4318)
- Expansion Index (ASTM D4829)
- Consolidation (ASTM D2435)
- Direct Shear (ASTM D3080)

Please note that the testing program may change based on the actual observed geologic conditions in the borings.

Task 5 – Analysis and Report Preparation

Kleinfelder will prepare a report summarizing the results of our field exploration, laboratory testing, engineering assessment and recommendations for selected mitigation measures. The report will include the following:

- Vicinity map and site plan showing approximate locations of the borings
- Logs of the borings
- Laboratory test results
- Discussion of the site and subsurface soil conditions
- Discussion of potential cause(s) of the observed distress
- Discussion of mitigation measures to address observed distressed condition
- Recommendations for selected mitigation measures



ESTIMATED FEE

The estimated fee to complete our geotechnical investigation outlined above is \$39,950. A breakdown of our estimated has been summarized on the following table. This cost is based on authorization of all tasks and one mobilization.

Summary of Cost Estimate

Task	Estimated Cost
Task 1 - Document Review	\$ 1,020
Task 2 - Site Reconnaissance	\$ 1,425
Task 3 - Field Exploration	\$19,135
Task 4 - Laboratory Testing	\$ 5,685
Task 5 - Analysis and Report Preparation	\$12,685
Estimated Fee	\$39,950

Our services will be billed on a time and expense basis. If our investigation indicates that unanticipated conditions are present which would require additional work, we will discuss the situation with you and revise our scope, schedule, and fees accordingly. An invoice for our services will be submitted upon completion of our report or on an end-of-the-month basis, whichever occurs first.

SCHEDULE

We will begin our mobilization efforts upon receipt of written Notice to Proceed (NTP). We anticipate completing the site reconnaissance and field exploration within two weeks of NTP. Our report will follow within three to four weeks after the field exploration, for a total duration of about five to six weeks after NTP.

AUTHORIZATION

If our proposed scope of services and fee meet your needs, please provide us with written authorization to proceed. If there is a need for a change in the scope of services described in this proposal, please contact us immediately. Changes may require revision of the proposed fee which will be communicated to you upon assessment of the requested changes.

The terms and conditions indicated in this proposal will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project. The proposal will remain in effect for 60 days from the date shown on the proposal and thereafter shall be null and void unless our contract has been signed for the work performed. Separate proposals for future phases of work can be provided as the development process moves forward. Our services will be performed under the terms and conditions of our existing master service agreement.



Information gathered during the study by Kleinfelder is considered confidential and will be released only upon written authorization of the client or as required by law. California law requires a person to inform the state if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions, and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond data evaluated. Kleinfelder makes no warranty or guarantee, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive investigations yield more information, which may help understand and manage the level of risk. Since detailed investigation and analysis involve greater expense, our clients participate in determining levels of service, which provide adequate information for their purposes at acceptable levels of risk. More extensive studies could be performed to reduce these uncertainties. Acceptance of this proposal will indicate that the client has reviewed the scope of work and determined that it does not need or want a greater level of service than that being provided. Any exceptions should be noted and may result in higher fees.

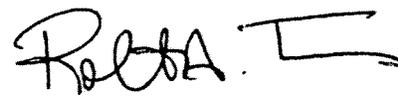
This proposal does not include costs for the preparation of supplemental reports and letters, or for the review of grading, foundation or other plans and specifications. Kleinfelder can provide a proposal for such services if the need arises.

CLOSING

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at (619) 831-4531.

Sincerely,
KLEINFELDER, INC.

Moises Arzamendi, PE, GE
Senior Project Manager



Robert A. Torres, PE
Senior Program Manager

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA)
POLICY SERVICES TRANSITION AGREEMENT

BACKGROUND INFORMATION:

Under the CSBA Policy Services Transition Agreement, CSBA agrees to produce a policy manual for the District. CSBA will provide guidance in selection of optional language and incorporating District language to best represent the philosophy, goals, objectives and mandates of the District to be consistent and in compliance with the law.

The cost implications are \$4,765.00 for the Transition Agreement. Additional fees may include: consultant's travel expenses, \$7.00 per page typing fee for inclusion of local material in excess of 50 pages and additional services by consultant at \$75.00 per hour.

RECOMMENDATION:

Approve the California School Boards Association (CSBA) Policy Services Transition Agreement in the not to exceed amount of \$8,000.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: July

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

NOT TO EXCEED

\$8,000.00

(Amount)

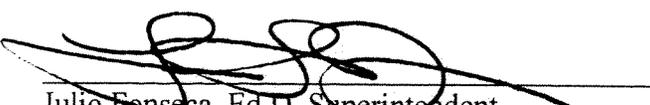
General Fund

(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

CALIFORNIA SCHOOL BOARDS ASSOCIATION

Policy Services

CSBA TRANSITION AGREEMENT¹

I. CSBA RESPONSIBILITIES

CSBA agrees to produce a policy manual for the SAN YSIDRO ELEMENTARY SCHOOL DISTRICT. The following services will be provided as part of the basic cost structure:

- A. Up to three (3) copies of workbook containing CSBA's model policies and regulations which reflect requirements of state and federal law.²
- B. On-site consultation not to exceed three (3) days at a location provided by the District.
- C. Consultant guidance in selection of optional language (provided in the models referred to in A above) and incorporating district language to best represent the philosophy, goals, objectives and mandates of the district.
- D. Typing, editing, proofreading, and producing one (1) draft of the policy manual developed at the workshop.
- E. Typing and producing one (1) final camera ready copy which contains adoption date(s) and corrections, if adopted within one year of workshop.
- F. CD-Rom containing the manual referred to in E above, or if manual is not adopted within one year of workshop, manual referred to in (D) above.

II. DISTRICT RESPONSIBILITIES

Under the direction of the policy consultant, the district will develop a custom policy manual based on the CSBA developmental services manual and local school district philosophy and operation. To be eligible for this developmental services program the district must be a member in good standing of CSBA.

With CSBA consultant assistance, the district agrees to:

- A. Identify policy statements contained in district documents (and areas where district lacks policies). Edit them for consistent language and compliance with current law.

¹ TRANSITION SERVICE - the process of developing a local policy manual based on the CSBA policy system. With assistance from the Policy Services Consultant, district representatives incorporate selected CSBA policies and local policy-related materials, appropriate to the specific district.

² Cases and laws on which the policies and regulations are based are constantly changing and are frequently subject to more than one interpretation. Technical points of law and similar matters may receive only partial reference or may be omitted altogether for the sake of administrative convenience or for other reasons not appearing on the face of the CSBA policies and regulations. Since subtle variations in facts and underlying circumstances from case to case can produce divergent results under the law, the district is cautioned to seek the advice of its legal counsel when confronted with particular situations as this service is not intended to be a substitute for legal advice.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
TRANSITION AGREEMENT
PAGE TWO**

- B. Where necessary, revise district policy to conform to current law and collective bargaining agreements.
- C. Review and modify or delete CSBA model policies from the developmental services manual and incorporate district policies when appropriate.
- D. Present draft manual to Board for adoption.

III. COST

The CSBA charge is \$4,765.00 for this Transition Agreement. This fee represents a 50% discount to you as a GAMUT Online subscriber. In addition, district agrees to pay CSBA consultant travel expenses (transportation, lodging, food) and a \$7.00 per page typing fee for inclusion of local material in excess of 50 pages. Signature of a district official on this agreement signifies district's authorization to CSBA to carry out this agreement. Any additional services performed by a CSBA consultant after the workshop will be charged separately at the rate of \$75 per hour.

The full amount of the contract is payable upon completion of the workshop.

IV. COPYRIGHT

All electronic copies created from and including the CD-Rom are for the sole use of the school district and shall not be made available for use outside of the school district.

SIGNATURES FOR:

California School Boards Association

San Ysidro Elementary School District

By: _____
Signature

By: _____
Signature

Robert Tuerck
Name (print)

Name (print)

Director, Policy Services
Title of Official

Title of Official

Date: _____

Date: _____

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, 3251 Beacon Blvd., West Sacramento, CA 95691. **12B.3**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D.,
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Executive Director of Curriculum,
Instruction and Innovation

AGENDA ITEM: AGREEMENT WITH PRINCIPAL'S EXCHANGE

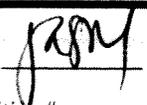
BACKGROUND INFORMATION:

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. Participants will develop a common understanding of research and best practices related to the teaching of Balanced Literacy Framework for K-8 and Common Core Math for the middle school grades. In addition, staff 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 across the District.

RECOMMENDATION:

Approve the Agreement with Principal's Exchange to provide a Common Core Summer Institute from June 13, 2016 to June 17, 2016 at an estimated cost of \$225,000.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

\$225,000

(Amount)

Title II

(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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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 25th day of March 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Principal's Exchange

Company/Consultant

(626) 644-8003

Telephone Number

2101 East 4th Street, Building B, 2nd Floor, Santa Ana, CA 92705

Address

robin@principals-exchange.org

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: June 13, 2016

To: June 17, 2016

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on **Exhibit A** during this contract term in the amount not to exceed **\$225,000**.

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Each insurance policy required above shall provide that **coverage shall not be cancelled, except with 30-day notice to the District.**

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 **Page 4 of 10** caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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 federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.14 NOTICES

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:	Principal's Exchange
Name:	Dr. Robin Avelar La Salle
Title:	CEO
Address:	2101 E. Fourth St. Building B, 2 nd Floor
City/State/Zip code:	Santa Ana, CA 92705-3835
Telephone:	(626) 824-5199
Email:	robin@principals-exchange.org

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

PRINCIPAL'S EXCHANGE

Firm Name

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Authorized Agent

Signature

Dr. Robin Avelar La Salle, CEO

Print Name, Title

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date:

Date

(626) 824-5199

Phone Number

Board Approved

12B.4

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____



2101 East Fourth St. Bldg B, 2nd Floor
 Santa, Ana, CA 92705

EXHIBIT A

Project	Description	Timeframe	Support
<p>Common Core Summer Institute</p>	<p>Part One: Morning Assembly - 45 minutes each day of large group presentation on the following topics of general interest to all participants, modeling sound lesson design and highly effective teaching:</p> <p>Topics</p> <ul style="list-style-type: none"> ▪ Into to the Institute and Interactive Notebooks ▪ Balanced Literacy Framework and Common Core Mathematics with ELD/ALD twist ▪ Formal vs Informal Language: Language Elaboration ▪ History of the English Language (a whole group lesson model) ▪ Instructional Agreements (Alignment and RL/A, middle school math) <p>Grade-span Sessions, K-6- Three 50-minute rotations in grade-similar groups on the following topics tailored to each of the grade spans.</p> <p>K-5 Common Core-compatible:</p> <ul style="list-style-type: none"> ○ Word Study and Vocabulary Development ○ Fluency and Reading Comprehension ○ Effective Literacy Centers <p>Grade-span Sessions, 7-8- Three 50-minute sessions in grade-similar groups on the following topics tailored to each of the grade spans.</p> <ul style="list-style-type: none"> ▪ 7-8 Common Core-compatible ELA <p>Word Study, Vocabulary, and Academic Language in ELA</p> <ul style="list-style-type: none"> ▪ Common Core-Compatible Lesson Design ▪ Room Environment <p>Middle School Math Sessions</p> <ul style="list-style-type: none"> ○ Fluency ○ Visualizing ○ Application and Reasoning 	<p>5 days June 13-17</p>	<p>Up to 10 facilitators for 5 -day institute</p> <p>(plus collaboration before and project finalizing after institutes)</p>



2101 East Fourth St. Bldg B, 2nd Floor
 Santa, Ana, CA 92705

Assessment/ Matrix Revision	Part Two: Selected Leads, Admin and Teacher Cohort group will revise Common Core-aligned Target Matrices and Common Assessments for instructional year 2016-2017. <ul style="list-style-type: none"> ▪ M- Matrix morphing (Target standards w/weights, SBAC Item Specifications ▪ T- Assessment Revision ▪ W- Assessment Revision ▪ Th -Overview of creating an instructional unit and planning Unit 1 ▪ F-Overview of creating an instructional unit and planning Unit 1 	5 days June 13-17	Up to 10 facilitators for 5 -day institute (plus collaboration before and project finalizing after institutes)
Total Cost	\$225,000		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: AGREEMENT WITH CALIFORNIA FINANCIAL SERVICES FOR
FINANCIAL ADVISORY SERVICES

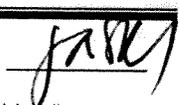
BACKGROUND INFORMATION:

The District desires to retain California Financial Services to provide financial advisory services to the District in connection with issuance of privately placed, direct-placed and publicly offered debt financing including General Obligation Bonds, Certificates of Participation, Bond Anticipation Notes and other financing instruments identified in connection with funding facilities and equipment for the District. Services shall be provided to the District in connection with the delivery of bond proceeds to fund District projects as well as refinancing of existing debt for the purpose of reducing the ongoing payments of existing debt obligations of the District.

All fees are contingent upon the successful passage and approval of each financing transaction. ■ Debt issuances \$80,000 plus extraordinary and out of pocket expenses. ■ Underwriter Selection Process \$10,000 plus extraordinary and out of pocket expenses. The fees shall be adjusted annually during the term of this 5-year agreement.

RECOMMENDATIONS:

Approve the agreement with California Financial Services for financial advisory services related to bonds at an estimated cost of \$90,000 from the building fund.

<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: 
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2015-2016 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 2px; display: inline-block;">\$90,000 <small>(Amount)</small></div>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Building Fund <small>(Name of funding source and/or location)</small></div>	<div style="border: 1px solid black; padding: 2px; display: inline-block; width: 100%;"></div> <small>(Funding account number)</small>

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



**PROFESSIONAL SERVICES
AGREEMENT**

By and Between

CALIFORNIA FINANCIAL SERVICES

and

SAN YSIDRO SCHOOL DISTRICT

March 1, 2016

THIS AGREEMENT, dated March 1, 2016, by and between San Ysidro School District, located in San Diego County, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. CALIFORNIA FINANCIAL SERVICES (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has determined it has an immediate and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibit B;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein in Exhibit B constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal bonds;

WHEREAS, the DISTRICT is aware that the methods of compensating a consultant, including a fixed fee as provided herein, involve potential conflicts of interest as described in Exhibit A and DISTRICT has had the opportunity to consult with such independent experts, including legal counsel, concerning consultant's compensation and any potential conflict of interest arising from such method of compensation, and has obtained all information which DISTRICT in its reasonable judgment believes is necessary concerning CONSULTANT's compensation prior to entering into this AGREEMENT;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder;

WHEREAS, the DISTRICT has been provided reasonable time to review this AGREEMENT including time to consult with its counsel or other trusted advisors regarding its scope and terms; and

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when bonds and other securities and financings are being sold to fund DISTRICT projects or to restructure existing financings in order to realize cash flow savings.

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work") that is attached as Exhibit B to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services in this AGREEMENT ("Special Related Consulting Services"). Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed according to the fee schedule incorporated into the attached Statement of Work ("Fee Schedules") for the Consulting Services rendered.

Unless otherwise specified herein, the DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any additional Special Related Consulting Services, based on the time and materials expended, at a rate of \$250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the separate Fee Schedule incorporated into the exhibit herein, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds \$500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than monthly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT's invoice.

III. **OTHER MATTERS**

- A. **Severability** - Should any portion of the AGREEMENT be invalidated through legal proceedings, the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;
- B. **Sub-consultants** – The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants or third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.
- C. **Independent Contractor Status** - CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.
- D. **Indemnity** - CONSULTANT shall indemnify, defend and save the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of CONSULTANT'S performance of or failure to perform any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of DISTRICT. DISTRICT shall indemnify and hold CONSULTANT its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole or in part, of DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.
- E. **Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities** – The DISTRICT shall compensate the consultant separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of District expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.

- F. Taxes** - CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.
- G. Amendment** - This AGREEMENT cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.
- H. Compliance with Law** - While performing the services contemplated by this AGREEMENT, CONSULTANT and DISTRICT agree to comply with all applicable laws and regulations.
- I. Work Records** - All written work products generated by CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.
- J. Entire Agreement** - This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.
- K. Successors Permitted, Assignment** - This agreement shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.
- L. Execution of the AGREEMENT in Counterparts** - This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- M. Term of the AGREEMENT** - The initial term of this AGREEMENT shall be three (3) years commencing on the date of signing hereof.
- N. Renewal of the AGREEMENT** - At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purposes of calculating fees. Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.

- O. Termination of the AGREEMENT** - This AGREEMENT may be terminated by either party, with or without cause, upon thirty days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.
- P. Fee Disputes** – The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this contract. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.
- Q. Notices.** Except for invoices submitted by CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

J. Arturo Sanchez Macias
Deputy Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
Phone: (619) 428-4476
arturo.macias@sysd.k12.ca.us

If to CONSULTANT:

Mark Epstein
Managing Director
California Financial Services
412 Humboldt Street
Santa Rosa, CA 95404
Phone: (707) 544-7800
Fax: (707) 523-4082
mepstein@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

V. DISPUTE RESOLUTION

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of CONSULTANT to be appointed by CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and DISTRICT and CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein. The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

SAN YSIDRO SCHOOL DISTRICT

By: _____
J. Arturo Sanchez Macias

Title: Deputy Superintendent

CALIFORNIA FINANCIAL SERVICES

By: _____
R. Mark Epstein
Managing Director

EXHIBIT A

**DISCLOSURE OF CONFLICTS OF
INTEREST WITH VARIOUS FORMS OF
COMPENSATION**

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board requires all municipal advisors as defined by statute or regulation ("Municipal Advisors"), which includes California Financial Services ("CFS") in its role as FINANCIAL ADVISOR, to provide written disclosure to the DISTRICT about the actual or potential conflicts of interest presented by various forms of compensation. CFS must provide this disclosure unless the DISTRICT has required that a particular form of compensation be used. The DISTRICT should select a form of compensation that best meets its needs for the agreed upon scope of services.

Forms of compensation; potential conflicts. The forms of compensation for Municipal Advisors vary according to the nature of the engagement, the requirements of the client, the degree of time and effort involved in providing the services requested, and potentially a number of other factors. Various forms of compensation present actual or potential conflicts because they may create an incentive for Municipal Advisors to recommend one course of action over another if it is more beneficial on a fee basis or potential fee basis to the Municipal Advisors to do so. This document discusses various forms of compensation and the timing of payments to the Municipal Advisor.

Fixed fee. Under a fixed fee form of compensation, Municipal Advisors are paid a fixed amount at the outset of the transaction. The amount is usually based upon an analysis by the client and the Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the Municipal Advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Municipal Advisor may suffer a loss and may have an economic incentive to do the minimum amount of work required to perform the assigned scope of work. Thus, the Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough or more creative analysis of any and all available alternatives, concentrating instead on the ones which are common in the industry. There may be additional conflicts of interest if the Municipal Advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, Municipal Advisors are paid an amount equal to the number of hours worked by the Municipal Advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. The Municipal Advisor may also have an incentive to spend additional time on what are potential, but unlikely alternatives in that the Municipal Advisor is being compensated for all hours in which it performs services. The hourly fee is also payable whether or not the application for funding or other transaction on which the Municipal Advisor is successful, so the Municipal Advisor's incentives may be different than those of the DISTRICT. In some cases, an hourly fee may be applied against a retainer (e.g. a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of a Municipal Advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may align the client's and the Municipal Advisor's objectives, it presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary financings, financings in a higher dollar amount, or financings that are otherwise disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a Municipal Advisor periodically (e.g. monthly) and are not contingent upon the completion of a financing or other transaction, or the number of hours that services are actually performed. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g. a minimum monthly payment with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above), but, depending on the structure of the agreement could present different types of potential conflicts of interest. For example, if a monthly retainer agreement is entered into, the Municipal Advisor's financial incentive may be to perform the minimum amount of services required in order to maximize the overall return on the monthly retainer payment.

Fee based upon a principal or notional amount and term of transaction. Under this form of compensation, the Municipal Advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g. bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the Municipal Advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative which would have the effect of increasing the Municipal Advisor's compensation.

Acknowledgement

The undersigned hereby acknowledges that he/she has received this disclosure and that he/she has been given the opportunity to raise questions and discuss the foregoing matters with CFS, and to discuss the disclosure with the undersigned's legal representative and such other business and financial advisors as the undersigned has deemed appropriate.

SAN YSIDRO SCHOOL DISTRICT

By: _____
Name: J. Arturo Sanchez Macias
Title: Deputy Superintendent
Date: _____

EXHIBIT B
STATEMENT OF WORK

Financial Advisory Services

STATEMENT OF WORK

FINANCIAL ADVISORY SERVICES

The CONSULTANT shall provide financial advisory services to the DISTRICT in connection with issuance of privately placed, direct-placed and publicly offered debt financings including G.O. Bonds, Certificates of Participation, Bond Anticipations Notes and other financing instruments identified in connection with funding facilities and equipment for the DISTRICT. The following services shall be provided to the DISTRICT in connection with the issuance of debt resulting in the delivery of bond proceeds to fund DISTRICT projects as well as refinancing of existing debt for the purpose of reducing the ongoing payments of existing debt obligations of the DISTRICT. The CONSULTANT shall perform the following financial services in a diligent manner under the terms of this AGREEMENT:

I. FINANCIAL ADVISORY SERVICES IN CONNECTION WITH A DEBT FINANCING ISSUANCE

Upon identification and direction from DISTRICT staff, in order to implement the objectives of this AGREEMENT, the CONSULTANT shall:

- A. Develop a schedule, of which the financing schedule will be a component, and assign responsibilities for each major task that needs to be accomplished to complete the CONSULTANT's assignment on a timely basis;
- B. Initially coordinate the various parties involved in the financing, including organizing and leading a kick-off meeting (or conference call) to commence the financing phase of the project;
- C. Consult with the DISTRICT in its selection of an underwriter, bond counsel, disclosure counsel, trustee and financial printers, where applicable, including, in some cases, the issuance of request(s) for proposals;
- D. Review and provide comments to the official statement for publicly offered debt;
- E. Where applicable, solicit credit enhancement and/or reserve sureties from bond insurers or commercial banks and advise the District as to whether the "all-in" costs of funds (including the fees and expenses of the insurer or bank) are less than would be available to the DISTRICT through selling securities under its own rating;

- F. Advise the DISTRICT as to issues the CONSULTANT deems material at all document sessions and debt structuring discussions to ensure that the business terms of the legal documents and repayment terms of the loan structure appropriately balance the DISTRICT'S flexibility with the resulting interest rate and cash flow requirements, which result from any refunding, consistent with the DISTRICT's objectives;
- G. Assist the DISTRICT in establishing appropriate interest rate savings targets and evaluating alternative cash flow approaches for realizing the savings including level annual savings, proportional savings and savings as a mechanism for adjusting the tax rate levy projections in the case of General Obligation Bonds;
- H. Assist in the development of rating agency(ies) strategies and presentation materials in conjunction with the underwriter and the DISTRICT;
- I. Advise the DISTRICT as to the marketing and pricing of the resulting bonds, COPS, BANs or other financing instruments including evaluating the recommendations of the underwriter(s);
- J. Monitor the expected flow of competing tax-exempt borrowings (or taxable borrowings in the case of a taxable financing) and advise the DISTRICT as to the factors to be considered as to the timing of the sale of securities based on visible market supply;
- K. Monitor economic trends, public data releases and testimony affecting interest rates including federal data releases to consider such issues when selecting market timing for the sale of securities;
- L. Develop Recommendations of interest rate modes, where applicable, (zero coupon, current coupon & variable rate) to best match the debt cash flow to DISTRICT revenue projections and investment practices;
- M. Evaluate the market timing of the actual sale of the resulting financing and oversee the performance of the underwriter by reviewing and comparing comparable sales of securities during a reasonable time period before and including the week of sale; and
- N. Attend all relevant meetings of the DISTRICT Board and prepare Board presentations for staff and/or present such presentations directly to the Board, as applicable.

II. COMPENSATION FOR SERVICES RENDERED

The following fees are contingent upon the successful passage and approval of each financing transaction.

- A. **DEBT ISSUANCES:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of *Financial Advisory Services*, as described above, a fixed fee of \$80,000 plus extraordinary and out of pocket expenses as described herein. The fee shall be adjusted annually on each anniversary of the AGREEMENT by the Bay Area consumer price index. This fee does not include the cost of conducting a Request for proposals process for the selection of the Underwriter

- B. **UNDERWRITER SELECTION PROCESS:** The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of *Financial Advisory Services* relating to the selection of underwriters through a request for proposals process, as described above, a fixed fee of \$10,000 plus extraordinary expenses as described herein. The amount of this fee is to be adjusted annually on each anniversary by the Bay Area consumer price index.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: AGREEMENT WITH THE DEPARTMENT OF GENERAL SERVICES,
OFFICE OF ADMINISTRATIVE HEARINGS

BACKGROUND INFORMATION:

Increasingly, State and local agencies and school districts turn to the Office of Administrative Hearings to provide unbiased and professional administrative law judges and mediators, who preside over a wide variety of disputes and claims including those involving services for persons with developmental disabilities, teacher disciplinary matters, teacher reduction in force hearings, retirement disputes, and local ordinance violations.

The San Ysidro School District requires the services of the Office of Administrative Hearings for administrative law judges to conduct hearings pursuant to Government Code Section 27727.

RECOMMENDATION:

Approve the Agreement with the Department of General Services, Office of Administrative Hearings at a cost of not to exceed \$48,000 from general funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: *AMY*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Yes No

Yes No

Requisition#

NOT TO EXCEED

\$48,000

(Amount)

General Fund

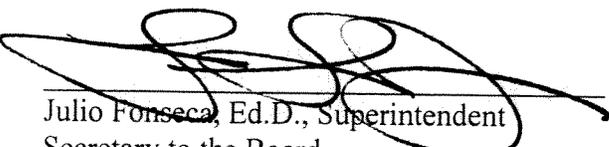
(Name of funding source and/or location)

--

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

San Ysidro Elementary School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2. The term of this

Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount \$ 48,000.00

of this Agreement is: Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 pages

Exhibit B – Budget Detail and Payment Provisions 1 pages

Exhibit C – General Terms and Conditions 1 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Zackery P. Morazzini, Director and Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

EXHIBIT A

SCOPE OF WORK

1. Upon request of San Ysidro Elementary School District (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required.

In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

The Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract and may be extended by amendment.

2. The services shall be performed at a location convenient for all parties.
3. The project representatives during the term of this agreement will be:

Office of Administrative Hearings	Local Agency: San Ysidro Elementary School District
Name: Cheryl Hill	Name: Jose Arturo Sanchez Macias
Phone: 916-263-0550	Phone: (619) 428-4476
Fax: 916-263-0545	Fax: (619) 428-9355
Email: Cheryl.Hill@dgs.ca.gov	Email: arturo.macias@sysd.k12.ca.us

Direct all inquiries to:

Office of Administrative Hearings	Local Agency: San Ysidro Elementary School District
	Section/Unit: Business Services
Attention: Tim Dean	Attention: Jose Arturo Sanchez Macias
Address: 2349 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833	Address: 4350 Otay Mesa Road, San Ysidro, CA 92173
Phone: 916-263-0653	Phone: (619) 428-4476
Fax: 916-263-0545	Fax: (619) 428-9355
Email: tim.dean@dgs.ca.gov	Email: arturo.macias@sysd.k12.ca.us

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency: San Ysidro Elementary School District
Section/Unit: Business Services
Attention: Jose Arturo Sanchez Macias, Deputy Superintendent
Address: 4350 Otay Mesa Road, San Ysidro, CA 92173
Phone: (619) 428-4476
Fax: (619) 428-9355
Email: arturo.macias@sysd.k12.ca.us

EXHIBIT B

1. INVOICING AND PAYMENT

- A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <http://www.documents.dgs.ca.gov/oah/forms/Pricebook2013-14.pdf>.
- B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly details all charges, expenses, direct and indirect costs.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **CANCELLATION/TERMINATION:**
 - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
 - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
 - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Executive Director of Curriculum, Instruction
and Innovation

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENTS

BACKGROUND INFORMATION:

Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval, agreements will be good for a 5-year period. If there is sufficient room in the District's school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District's Governing Board Policy. Students will have to re-apply for the interdistrict transfer on an annual-basis.

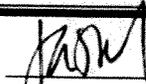
Interdistrict Attendance Agreements will be signed between our District and the following school districts:

- | | | |
|-----------------------------|--------------------------|---------------------------|
| 1. Alpine Union | 8. La Mesa-Spring Valley | 15. San Diego Unified |
| 2. Cajon Valley Unified | 9. Lakeside | 16. Santee Unified |
| 3. Carlsbad School District | 10. Lemon Grove | 17. South Bay Union |
| 4. Chula Vista Elementary | 11. Mountain Empire | 18. Sweetwater Union High |
| 5. Coronado Unified | 12. National | 19. Warner Unified |
| 6. Escondido | 13. Poway Union | |
| 7. Jamul-Dulzura Union | 14. Ramona Union | |

RECOMMENDATION:

Approve the Interdistrict Attendance Agreements with the following districts for school year 2016 -2017 thru 2020-2021: Alpine Union, Cajon Valley Unified , Carlsbad, Chula Vista Elementary, Coronado Unified, Escondido, Jamul-Dulzura Union, La Mesa-Spring Valley, Lakeside, Lemon Grove, Mountain Empire, National, Poway Union, Ramona Union, San Diego Unified, Santee Unified, South Bay Union, Sweetwater Union High and Warner Unified.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Yes No

Yes No

Requisition #

No Cost
(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

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Alpine Union School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
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- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Alpine Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the Caion Valley Union School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Caion Valley Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Carlsbad School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Carlsbad School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Chula Vista Elementary School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
2. Tony Hua, Executive Director of Curriculum, Instruction & Innovation
3. Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. _____
2. _____
3. _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
 Title Superintendent

Signature _____
 Title _____

Approved by the Governing Board on:
 Date March 24, 2016

Approved by the Governing Board on:
 Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Chula Vista Elementary School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Coronado Unified School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Coronado Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Escondido School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Escondido School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the Jamul-Dulzura Union School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

_____ San Ysidro School District

_____ Jamul-Dulzura Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **12B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the La Mesa-Spring Valley School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
2. Tony Hua, Executive Director of Curriculum, Instruction & Innovation
3. Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. _____
2. _____
3. _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

La Mesa-Spring Valley School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the Lakeside School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

_____ San Ysidro School District

_____ Lakeside School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **12B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Lemon Grove School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Lemon Grove School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **12B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the Mountain Empire School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
2. Tony Hua, Executive Director of Curriculum, Instruction & Innovation
3. Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. _____
2. _____
3. _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

_____ San Ysidro School District

_____ Mountain Empire School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **12B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the National School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify YSYD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

The application deadline of January 1 has been waived Yes No

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

National School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **12B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Poway Union School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
2. Tony Hua, Executive Director of Curriculum, Instruction & Innovation
3. Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. _____
2. _____
3. _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District Poway Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **13B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the Ramona Union School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):

The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.

Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance: The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.

Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.

4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:
 Discipline Attendance Academics
 Discipline Attendance Academics

- Additional conditions (optional) Both districts must agree
 Partial agreements to the end of the year
 Locations of the school site, once admitted is at the discretion of the receiving district.
 Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Ramona Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the San Diego Unified School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

San Diego Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance. **12B.7**

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Santee Unified School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Santee Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the South Bay Union School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
2. Tony Hua, Executive Director of Curriculum, Instruction & Innovation
3. Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. _____
2. _____
3. _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
 Title Superintendent

Signature _____
 Title _____

Approved by the Governing Board on:
 Date March 24, 2016

Approved by the Governing Board on:
 Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

_____ San Ysidro School District

_____ South Bay Union School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 2016 by and between the SAN YSIDRO School District of San Diego County and the Sweetwater Union High School District of SAN DIEGO County is effective only for the school year(s) 2016 through 2021 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

1. As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
2. Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APPEAL PROCESS

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
2. Tony Hua, Executive Director of Curriculum, Instruction & Innovation
3. Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APPEAL PROCESS AS FOLLOWS:

1. _____
2. _____
3. _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
 Title Superintendent

Signature _____
 Title _____

Approved by the Governing Board on:
 Date March 24, 2016

Approved by the Governing Board on:
 Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

_____ San Ysidro School District

_____ Sweetwater Union High School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT

This agreement made and entered into this 24 day of March, 20 16 by and between the SAN YSIDRO School District of San Diego County and the Warner Unified School District of SAN DIEGO County is effective only for the school year(s) 20 16 through 20 21 (up to 5 years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

- Each of the districts will accept insofar as facilities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
- The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
- In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - Districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance:** The attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs:** The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
- Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

CONDITIONS

- As per district policy or regulations the terms of revocation of student interdistrict contract are as follows:

<input checked="" type="checkbox"/> Discipline <input checked="" type="checkbox"/> Attendance <input checked="" type="checkbox"/> Academics	As per district policy or regulations the terms of revocation of student interdistrict contract are as follows: <input type="checkbox"/> Discipline <input type="checkbox"/> Attendance <input type="checkbox"/> Academics
---	---
- Additional conditions (optional) Both districts must agree
 - Partial agreements to the end of the year
 - Locations of the school site, once admitted is at the discretion of the receiving district.
 - Other, specify SYSD is requiring all students to re-apply annually for interdistrict transfers.

APEAL PROCESS

DISTRICT APEAL PROCESS AS FOLLOWS:

- Nora Glasco, Coordinator Child Welfare, Attendance & Fam. Services
- Tony Hua, Executive Director of Curriculum, Instruction & Innovation
- Arturo Sanchez-Macias, Deputy Superintendent

DISTRICT APEAL PROCESS AS FOLLOWS:

- _____
- _____
- _____

The application deadline of January 1 has been waived Yes No

The application deadline of January 1 has been waived Yes No

SIGNATURES

Signature _____
Title Superintendent

Signature _____
Title _____

Approved by the Governing Board on:
Date March 24, 2016

Approved by the Governing Board on:
Date _____

District schools/programs known to be impacted at the time of this agreement:

District schools/programs known to be impacted at the time of this agreement:

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated above and authorized their representatives to sign in their behalf.

San Ysidro School District

Warner Unified School District

The canary copy of this agreement should be filed with the County Office ONLY if tuition is to be paid by a San Diego County school district to the district of attendance.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: March 24, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Sergio Campos, Psy.D., Director

AGENDA ITEM: AGREEMENT WITH XCITE STEPS

BACKGROUND INFORMATION:

Xcite Steps will provide Applied Behavioral Analysis (ABA) therapy, on a case-by-case basis, to students enrolled in San Ysidro School District at their school site and will not interfere with student's educational minutes. The District has no financial obligation to Xcite Steps for the services provided. Instead, Xcite Steps will receive payment from a third party that may include the parent(s) of the student(s) served by Xcite Steps or an insurance agency.

RECOMMENDATION:

Approve the agreement with Xcite Steps to provide Applied Behavioral Analysis therapy to students of San Ysidro School District at their school site at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: *Janet*

Financial Implications?

Are funds for this item available in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

None

(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
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2016, by and between the San Ysidro School District ("District"), located at 4350 Otay Mesa Road, San Ysidro, CA 92173 and Xcite Steps ("Consultant"), located at 3978 Sorrento Valley Blvd. Suite #100, San Diego, CA 92121.

WHEREAS, Consultant provides ABA Therapy in school settings, to help aid in social, academic, and/or behavioral challenges in the classroom.

WHEREAS, the District is currently allowing Consultant to provide ABA Therapy to one or more students on a District school site.

WHEREAS, the District is not currently paying for Consultant's services, it has an interest and duty to ensure that all consultants who provide services to students on District school sites meet the highest professional standards and have successfully completed the required background screening and health and safety measures.

NOW, therefore, the following is mutually understood and agreed:

1. SCOPE AND TERMS

1.1. SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant may provide ABA Therapy, on a case-by-case basis, to District students on a District school site.

Compliance with Laws. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, local, state or federal agencies 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 performed under 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 under this Agreement; and shall indemnify, defend and hold harmless the District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against the District as a result of Consultant's failure to uphold these terms.

1.2. TERM

The term of this Agreement shall begin on the date the Agreement is signed by all parties and shall continue until such time that Consultant is no longer providing services to students on a District school site.

2. FEES AND PAYMENTS

2.1. FEES

District is not paying Consultant for the services included under this Agreement. Instead, Consultant receives payment from a third party that may include the parent(s) of the student(s) served by Consultant or an insurance agency.

3. RESPONSIBILITIES OF CONSULTANT

3.1. ORGANIZATION

Consultant shall provide the District with the name(s) of any individual(s) who are or who will be providing services to students on a District school site. Consultant shall also notify the District when any such individuals are no longer providing services to students on a District school site or when new individuals will be providing services to students on a District school site. All such individuals are required to complete a background screening and undergo a tuberculosis test before providing any services to students on a District school site, as set forth in Paragraph 4 below.

3.2. COORDINATION OF SERVICES

Consultant agrees to work closely with the District staff in the performance of the services under this Agreement to ensure there are no significant disruptions to the classroom schedule or academic instruction.

3.3. 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 subcontractors providing services on a District school site shall have sufficient skill and experience to perform the services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees or subcontractors who are determined by the District to be uncooperative, incompetent, a threat to the safety of persons or property, or a significant disruption to classroom instruction, shall be

promptly removed by the Consultant and shall not be re-employed to perform any services on a District school site.

3.4. CONTRACTUAL RELATIONSHIP

Consultant is not a subcontractor, agent, or employee of the District. No subcontractor, agent, or employee of Consultant shall by this Agreement become a subcontractor, agent, or employee of the District. 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 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 to such personnel in connection with their performance of services under this Agreement and as required by law.

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

- (a) Minimum Scope. Coverage shall include the following: (1) General Liability Insurance; (2) Workers Compensation and Employers Liability Insurance; and (3) Professional Liability Insurance which is appropriate to the Consultant's type of business.
- (b) Minimum Limits. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate; (2) Workers Compensation and Employers Liability Insurance limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (3) Professional Liability: not less than \$1,000,000 per claim/ \$2,000,000 aggregate.
- (c) Insurance Endorsements. The insurance policies shall contain the following provisions:

General Liability – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such

work; and (2) the insurance coverage shall be primary insurance with respect to the District, its directors, officials, officers, employees, agents and volunteers, or shall stand in an unbroken chain of coverage in excess of Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be separate and apart from the Consultant's insurance and shall not be called upon to contribute with it in any way.

Workers Compensation and Employers Liability Coverage – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

Professional Liability – Consultant and its employees and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed herein.

- (d) Acceptability of Insurers. With the exception of Workers Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-, which are authorized to do business in California, and which maintain an agent for process within the state. Workers Compensation Insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition may be waived at the discretion of the District.
- (e) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements affecting coverage required under this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.
- (f) Changes in Coverage. Consultant shall notify the District immediately upon any changes to their insurance coverage that will affect the coverage amounts discussed in this Section and/or affect the District's coverage as an additional insured under Consultant's policies.

4. SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION

Consultant agrees to adhere to the provisions of California Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant, its employees or subcontractors, shall not be permitted to have any contact with District students 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.)

Pursuant to California Education Code Section 49406 and California Assembly Bill 1667, the District requires any individual coming into contact with students on a regular basis to undergo a Tuberculosis (TB) Screening. Please submit verification that TB Screening has been conducted and is negative to the Business Services Office.

5. DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES

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

6. GENERAL PROVISIONS

6.1. CONFIDENTIALITY

During the performance of services under this Agreement, Consultant may come into contact with confidential information of the District, including but not limited to, personal student data. Confidential information means any information the District discloses to Consultant, either directly or indirectly, in writing, orally, or electronically that (i) is not publicly known and made generally available in the public domain prior to the time of disclosure to Consultant; (ii) becomes publicly known and made generally available after disclosure to Consultant through no action or inaction of Consultant; or (iii) is in the possession of Consultant, without confidentiality restrictions, at the time of disclosure by the District as shown by Consultant's files and records immediately prior to the time of disclosure. Consultant agrees that it shall use all reasonable precautionary measures and safeguards to protect the secrecy of and avoid disclosure and unauthorized use of the confidential information.

6.2. SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the services under this Agreement, 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 and students appropriate to the nature of the work and the conditions under which the work is to be performed.

6.3. INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, its Governing Board and each member thereof, 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, or subcontractors. The only exception to Consultant's responsibility to protect, save, defend and hold harmless the District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of the District. This provision 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.

6.4. AMENDMENTS

This Agreement may not be amended except in writing signed by all parties.

6.5. 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.

6.6. 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.

6.7. NOTICES

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) email, (b) fax, or (c) U.S. certified mail with return receipt requested.

6.8. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the 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.

6.9. WARRANTY OF AUTHORITY

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

Xcite Steps:

San Ysidro School District:

Name/Title of authorized representative

Name/Title of authorized representative

Signature

Signature

Date

Date

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM
CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements
(Complete only if pertinent)

The District has determined under California Education Code Section 45125.1(c) that in performing services under this Agreement, Consultant's employees or subcontractors may have contact with District students. As required under California Education Code Section 45125.1(a) Consultant shall require its employees or subcontractors who will provide services under this Agreement 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 or subcontractors have been convicted of or have charges pending for a felony as defined under California Education Code Section 45122.1.

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

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

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

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

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

Xcite Steps:

Name/Title of authorized representative

Signature

Date

San Ysidro School District:

Name/Title of authorized representative

Signature

Date