

**San Ysidro School District
Governing Board
ORGANIZATIONAL MEETING
AGENDA #2**

Wednesday
December 14, 2016
5:00 p.m.

WELCOME

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

Multicultural Complex
4345 Otay Mesa Road
San Ysidro

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PURCHASING REPORT

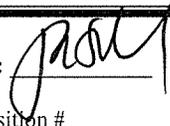
BACKGROUND INFORMATION:

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

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period of November 3, 2016 through December 2, 2016. (Report #5):
▪ General Fund: 0000001071-0000001078, 0000001080-0000001082, 0000001089-0000001093, 0000001095-0000001102, 0000001104-0000001105, 0000001107-0000001125, 0000001128-0000001131, 0000001134-0000001136, 0000001138-0000001139, 0000001141-0000001143, 0000001145, 0000001147
▪ Child Development Fund: 0000001094, 0000001106, 0000001137
▪ Cafeteria Fund: 0000001079, 0000001083-0000001088, 0000001126-0000001127.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2016-17 Budget?

Requisition #

Yes No

Yes No

Varies
(Amount)

As listed above
(Name of funding source and/or location)

-
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000001073	11/3/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	1,134.00
000001073	11/3/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	420.88
000001073	11/3/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	431.57
000001073	11/3/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	1,329.70
000001073	11/3/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	567.00
000001073	11/3/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	44.71
000001074	11/3/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	00000000	881.28
000001074	11/3/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	00000000	587.87
000001074	11/3/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	00000000	355.75
000001074	11/3/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	00000000	663.55
000001075	11/4/2016	000809	OFFICE DEPOT	PURELL HAND SANITIZER	0100	00000000	188.73
000001076	11/4/2016	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	00000000	7,128.00
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	1.35
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	32.40
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	75.69
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	37.75
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	1.26
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	12.64
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	110.16
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	458.78
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	24.01
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	44.28
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	43.20
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	55.08
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	7.88
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	4.05
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	9.18
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	32.13
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	9.18
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	58.23
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	42.77
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	42.77
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	25.66
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	42.77
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	2.53
000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	12.64

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	11.37	
0000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	12.64	
0000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	12.64	
0000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	59.08	
0000001077	11/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	00000000	19.18	
0000001078	11/7/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	20.30	
0000001078	11/7/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	26.30	
0000001078	11/7/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	28.51	
0000001080	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	265.73	
0000001080	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	491.81	
0000001080	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	445.39	
0000001080	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	201.44	
0000001080	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	537.62	
0000001081	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	309.74	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	13.37	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	172.69	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	172.69	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	345.38	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	75.55	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	854.71	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	75.55	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	19.01	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	75.55	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	172.69	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	129.49	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	75.55	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	19.01	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	75.55	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	1,392.88	
0000001082	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	123.00	
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	155.63	
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	3.63	
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	169.97	

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	119.19
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	437.92
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	3.28
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	191.84
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	59.26
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	57.16
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	598.21
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	46.98
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	571.61
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	33.73
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	156.93
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	470.06
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	9.59
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	119.84
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	156.93
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	50.36
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	35.53
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	25.90
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	7.72
0000001089	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	11.79
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001090	11/8/2016	001161	HOME DEPOT	HOME DEPOT	CUSTODIAL SUPPLIES	0100	00000000	500.00
0000001091	11/8/2016	003589	HENRY APONTE	HENRY APONTE	INSTRUCTIONAL SUPPLIES	0100	00000000	3,000.00
0000001092	11/8/2016	003852	PEARSON EDUCATION	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	65000000	48.60
0000001093	11/8/2016	000136	WAXIE SANITARY SUPPLY	WAXIE SANITARY SUPPLY	CONTRACTED SERVICES	0100	00000000	146.28
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	13.45
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	32.40
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	22.68
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	216.00
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	32.40
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	106.92

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	32.40
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	162.00
0000001095	11/8/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	13.45
0000001096	11/8/2016	004678	AMAZON.COM, INC.	EQUIPMENT	0100	0000000	536.75
0000001097	11/8/2016	004831	ELLA SOUTH BAY MAGAZINE INC.	PROFESSIONAL SERVICES	0100	0000000	20,800.00
0000001098	11/8/2016	0000000067	CARNEGIE LEARNING	PROFESSIONAL SERVICES	0100	0000001	2,500.00
0000001099	11/8/2016	004678	AMAZON.COM, INC.	EQUIPMENT	0100	0000000	297.56
0000001099	11/8/2016	004678	AMAZON.COM, INC.	EQUIPMENT	0100	0000000	816.48
0000001100	11/8/2016	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	108.00
0000001101	11/8/2016	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	0000001	4,999.82
0000001101	11/8/2016	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	0000001	5,000.03
0000001101	11/8/2016	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	0000001	5,000.03
0000001101	11/8/2016	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	0000001	5,000.03
0000001101	11/8/2016	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	0000001	5,000.03
0000001101	11/8/2016	003099	PARENT INSTITUTE FOR QUALITY	PROFESSIONAL SERVICES	0100	0000001	5,000.03
0000001102	11/8/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	26.30
0000001102	11/8/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	1,551.31
0000001104	11/14/2016	0000000141	WESTCOAST SECURITY & INVESTIGATIVE	CONTRACTED SERVICES	0100	0000000	6,995.00
0000001105	11/14/2016	004546	LAW OFFICES OF SCHWARTZ&STOREY	SETTLEMENT	0100	0000000	7,000.00
0000001107	11/17/2016	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	7,128.00
0000001108	11/17/2016	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	1,740.96
0000001108	11/17/2016	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	855.00
0000001109	11/21/2016	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	345.49
0000001110	11/21/2016	0000000142	RELIABLE CUSTOMIZED AND PROMOTIONAL	INSTRUCTIONAL SUPPLIES	0100	0000000	293.76
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	269.73
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	18.13
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	75.01
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	138.15
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	7.69
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	15.38
0000001111	11/21/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	15.38
0000001112	11/21/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	40.82
0000001112	11/21/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	61.24
0000001112	11/21/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	45.33
0000001113	11/21/2016	0000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	0000000	54.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001113	11/21/2016	0000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	00000000	54.00
0000001113	11/21/2016	0000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	00000000	54.00
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	11.58
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	28.08
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	58.32
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	38.88
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	74.41
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	32.18
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	26.78
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	4.15
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	135.22
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	16.33
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	4.21
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	2.04
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	5.13
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	10.74
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	44.17
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	75.17
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	26.35
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	18.47
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	11.40
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	4.10
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	151.20
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	28.35
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	28.61
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	10.20
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	12.40
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	4.02
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	12.61
0000001114	11/21/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	00000000	16.52
0000001115	11/21/2016	000124	WILKINSON HADLEY KING &	PROFESSIONAL SERVICES	0100	00000000	13,125.00
0000001116	11/21/2016	000073	SOUTHLAND TECHNOLOGY, INC.	CONTRACTED SERVICES	0100	00000000	95.00
0000001116	11/21/2016	000073	SOUTHLAND TECHNOLOGY, INC.	CONTRACTED SERVICES	0100	00000000	142.50
0000001117	11/21/2016	000146	LAKESHORE	CONTRACTED SERVICES	0100	00000000	172.76
0000001117	11/21/2016	000146	LAKESHORE	CONTRACTED SERVICES	0100	00000000	129.56
0000001117	11/21/2016	000146	LAKESHORE	CONTRACTED SERVICES	0100	00000000	172.76

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001118	11/21/2016	0000000147	STUDYPAD, INC	CONTRACTED SERVICES	0100	3010000	2,500.22
0000001119	11/21/2016	004827	KIDSCARPET.COM	INSTRUCTIONAL SUPPLIES	0100	0000000	431.99
0000001120	11/21/2016	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	138.07
0000001120	11/21/2016	001725	SPINITAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	0000000	218.63
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	54.24
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	181.03
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	399.02
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	67.20
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	36.64
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4.30
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	62.12
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	21.32
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	598.21
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	77.70
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	4.02
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	155.63
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	323.57
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	39.56
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	49.23
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	489.95
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	437.92
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	59.82
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	67.46
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	124.01
0000001121	11/21/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	264.38
0000001122	11/21/2016	000548	NEXT DAY PRINTED TEES	UNIFORMS	0100	0000000	29.70
0000001122	11/21/2016	000548	NEXT DAY PRINTED TEES	UNIFORMS	0100	0000000	116.10
0000001122	11/21/2016	000548	NEXT DAY PRINTED TEES	UNIFORMS	0100	0000000	55.08
0000001123	11/29/2016	001161	HOME DEPOT	MAINTENANCE SUPPLIES	0100	9625000	3,000.00
0000001124	11/29/2016	000044	QUILL CORP.	OFFICE SUPPLIES	0100	0000000	11.87
0000001124	11/29/2016	000044	QUILL CORP.	OFFICE SUPPLIES	0100	0000000	16.19
0000001125	11/29/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	1.08
0000001125	11/29/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	146.84
0000001125	11/29/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	48.33
0000001125	11/29/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	32.35
0000001125	11/29/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	244.16

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	34.45
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	58.81
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	38.82
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	28.06
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	19.33
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	28.06
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	102.59
0000001125	11/29/2016	004678	AMAZON.COM, INC.		0100	00000000	32.72
0000001128	11/29/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	00000001	2,500.00
0000001129	11/29/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN		0100	65000000	540.00
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	445.39
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	199.37
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	969.41
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	248.01
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	619.49
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	134.40
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	2,041.47
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	134.91
0000001130	11/29/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	912.33
0000001131	12/1/2016	004689	ACCOUNTABLE HEALTHCARE		0100	65000000	83,000.00
0000001132	12/1/2016	004711	AMERI-MEX PLUMBING INC		0100	81500000	17,341.84
0000001134	12/1/2016	003986	R&R CONTROLS INC		0100	81500000	288.00
0000001135	12/1/2016	002056	BLACKIE'S TROPHIES & AWARDS		0100	00000000	12.96
0000001136	12/1/2016	000136	WAXIE SANITARY SUPPLY		0100	03000070	79.16
0000001138	12/1/2016	003888	STANLEY CONVERGENT SECURITY		0100	81500000	383.00
0000001139	12/1/2016	000136	WAXIE SANITARY SUPPLY		0100	00000000	135.44
0000001141	12/1/2016	004448	MOVIE LICENSING USA		0100	00000000	2,768.00
0000001142	12/1/2016	004792	FUN AND FUNCTION, LLC		0100	00000000	106.92
0000001143	12/1/2016	0000000159	TRASHCANS UNLIMITED, LLC		0100	00000000	895.86
0000001145	12/1/2016	004601	SIR SPEEDY PRINTING 02890		0100	81500000	63.72
0000001147	12/2/2016	004750	EDUCATION DEVELOPMENT CENTER		0100	65000000	2,600.00
Total 0100							281,288.30
0000001094	11/8/2016	004678	AMAZON.COM, INC.		1200	90240000	98.14
0000001106	11/14/2016	000136	WAXIE SANITARY SUPPLY		1200	52100000	297.48

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000001106	11/14/2016	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	5210000	227.88
0000001106	11/14/2016	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	5210000	146.84
0000001106	11/14/2016	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	5210000	317.13
0000001106	11/14/2016	000136	WAXIE SANITARY SUPPLY		CUSTODIAL SUPPLIES	1200	5210000	94.50
0000001137	12/1/2016	004866	COTHRINE TRAINING SERVICES		CONTRACTED SERVICES	1200	9010000	8,162.00
Total 1200								9,343.97
0000001079	11/8/2016	000829	SIMPLEXGRINNELL LP		CONTRACTED SERVICES	1300	5310000	1,883.40
0000001083	11/8/2016	0000000095	FOOD 4 THOUGHT, LLC		CONTRACTED SERVICES	1300	5370000	5,565.00
0000001084	11/8/2016	004398	AMERICAN PRODUCE DISTRIBUTORS		CAFETERIA FOOD	1300	5370000	40,000.00
0000001085	11/8/2016	0000000111	WESTERN FOOD SAFETY		CONTRACTED SERVICES	1300	5310000	903.00
0000001086	11/8/2016	000982	SHIRTS UNLIMITED LLC.		CONTRACTED SERVICES	1300	5310000	9,000.00
0000001087	11/8/2016	001079	PENSKE TRUCK LEASING		CONTRACTED SERVICES	1300	5310000	2,460.76
0000001088	11/8/2016	0000000139	F.S.E. INC		CAFETERIA EQUIPMENT	1300	5310000	19,719.00
0000001126	11/29/2016	0000000111	WESTERN FOOD SAFETY		CONTRACTED SERVICES	1300	5310000	75.00
0000001126	11/29/2016	0000000111	WESTERN FOOD SAFETY		CONTRACTED SERVICES	1300	5310000	225.00
0000001126	11/29/2016	0000000111	WESTERN FOOD SAFETY		CONTRACTED SERVICES	1300	5310000	139.00
0000001127	11/29/2016	004891	ENGAGE ORGANICS SALT-		CAFETERIA FOOD	1300	5310000	800.00
Total 1300								80,770.16
Grand Total								371,402.43

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: EXPENDITURE REPORT

BACKGROUND INFORMATION:

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

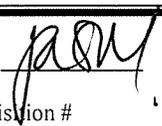
The following are expenditures incurred by the District during the period of October 27, 2016 through November 29, 2016. Listing sheets #929 through #949. Payments were made with checks #14-179749 through #14-191933 for a total expenditure of \$1,602,240.86 from the following sources:

General Fund - \$1,506,494.99
Cafeteria Fund - \$70,897.92
Child Development Fund- \$1,749.63
Building Fund- \$10,508.32
Capital Proj-Comp Unit#1 Unit#2 Unit#3- \$12,590.00

RECOMMENDATION:

Approve/Ratify expenditures incurred by the District during the period of October 27, 2016 through November 29, 2016. Listing sheets #929 through #949. Payments were made with checks #14-179749 through #14-191933 for a total expenditure of \$1,602,240.86.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$1,602,240.86
(Amount)

As listed above
(Name of funding source and/or location)

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-10-27

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14179749	634.04	REIMBURSEMENT	634.04		634.04	0100	00000000	0000	7200	5200003	071		
000000061 - GRECIA AGUNDEZ	14179750	43.31	SEPTEMBER MILEAGE	43.31		43.31	0100	00000000	0000	3140	5200002	010		
000000085 - SUNBELT RENTALS, INC.	14179751	13,737.60	9/23/16 - 10/20/16	13,737.60	00000003 98	1,619.40	0100	81500000	0000	8100	5600005	070		
000000085 - SUNBELT RENTALS, INC.	14179751	13,737.60	9/23/16 - 10/20/16	13,737.60	00000003 98	12,118.20	0100	81500000	0000	8100	5600005	070		
000000116 - EPIC SPORTS INC	14179752	1,813.88	2359470	1,813.88	00000006 27	1,813.88	0100	00000001	1110	4200	4300019	071		
000000132 - VICTOR GUZMAN	14179753	91.26	REIMBURSEMENT	91.26		91.26	0100	00000000	0000	7200	5200003	071		
000000133 - DALIA GARCIA GONZALEZ	14179754	11.99	REIMBURSEMENT	11.99		11.99	0100	00000000	1110	1000	4300001	020		
000067 - SAN DIEGO GAS & ELECTRIC	14179755	1,286.78	OCTOBER 2016	1,286.78	00000001 99	1,237.29	0100	00000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14179755	1,286.78	OCTOBER 2016	1,286.78	00000001 99	49.49	0100	00000000	0000	8200	5500002	069		
000106 - CHEVRON U.S.A. INC.	14179756	2,559.13	SEPTEMBER ER GAS	2,559.13	00000002 04	955.71	0100	09820000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14179756	2,559.13	SEPTEMBER ER GAS	2,559.13	00000002 04	135.29	0100	00000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14179756	2,559.13	SEPTEMBER ER GAS	2,559.13	00000002 04	794.81	0100	81500000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14179756	2,559.13	SEPTEMBER ER GAS	2,559.13	00000002 04	673.32	0100	00000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14179756	2,559.13	SEPTEMBER ER GAS	2,559.13	00000002 04	0.00	1300	53100000	0000	3700	4300022	085		
000258 - PARADIGM HEALTHCARE SERVICES	14179757	36.74	31441	36.74	00000003 95	36.74	0100	56400000	0000	3140	5800010	052		
000809 - OFFICE DEPOT	14179758	2,360.02	PO#000000523	2,360.02	00000005 23	421.43	0100	30100000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14179758	2,360.02	PO#000000523	2,360.02	00000005 23	1,938.59	0100	30100000	1110	1000	4300001	022		
001178 - SAN DIEGO COUNTY	14179759	745.20	099-008501	745.20	00000008 53	183.60	0100	00000000	0000	7550	4300050	073		

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Peoplesoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
001178 - SAN DIEGO COUNTY	14179759	745.20	099-008501	745.20	00000008 53	194.40	0100	00000000	0000	7550	43000050	073		
001178 - SAN DIEGO COUNTY	14179759	745.20	099-008501	745.20	00000008 53	367.20	0100	00000000	0000	7550	43000050	073		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	57.58	0100	00000000	0000	7200	56000005	071		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	41.66	0100	65000000	5750	1110	56000005	054		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	15.62	1300	53100000	0000	3700	56000005	085		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	31.24	0100	09820000	0000	3600	56000006	074		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	15.62	0100	00000000	0000	7100	56000006	064		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	140.60	0100	00000000	0000	7200	56000006	061		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	31.24	0100	00000000	0000	7200	56000006	062		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	31.24	0100	00000000	0000	7700	56000006	067		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	31.24	0100	00000000	0000	8100	56000006	069		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	567.73	0100	00000000	1110	1000	56000006	012		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	859.26	0100	00000000	1110	1000	56000006	016		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	926.95	0100	00000000	1110	1000	56000006	018		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	890.48	0100	00000000	1110	1000	56000006	020		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	942.55	0100	00000000	1110	1000	56000006	022		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	1,109.32	0100	00000000	1110	1000	56000006	024		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	473.65	0100	00000000	1110	1000	56000006	025		
001641 - XEROX CORPORATION	14179760	6,275.64	23003764 4	6,275.64	00000007 30	109.66	1200	61050000	0001	1000	56000006	076		
002016 - EDUCATIONAL DATA SYSTEMS	14179761	1,716.26	10162061 1	1,716.26	00000005 29	1,716.26	0100	00000000	1110	3160	43000003	057		
002771 - SMART & FINAL	14179762	167.60	WATER	167.60	00000007 21	167.60	0100	00000000	0000	7100	43000015	064		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004834 - VMA COMMUNICATIONS, INC.	14179763	15,648.00	SEPT EMB ER 2016	15,648.00	00000003 89	15,648.00	0100	00000000	0000	7200	58000010	064		

Business Unit Total: \$47,127.45

Fund 01 \$ 47,017.79
Fund 12 \$ 109.66

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-10-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000130 - GLORIA MENA	14180668	73.24	REIMBURSEMENT	73.24		73.24	0100	0000000	1110	1000	4300015	024		
000000135 - VERONICA AGUAYO	14180669	79.33	REIMBURSEMENT	79.33		79.33	0100	0000000	1110	1000	4300001	016		
000000136 - MARISELA GONZALEZ	14180670	23.21	REIMBURSEMENT	23.21		19.44	0100	0000000	1110	1000	4300001	016		
000000136 - MARISELA GONZALEZ	14180670	23.21	REIMBURSEMENT	23.21		3.77	0100	0000000	1110	1000	5900012	016		
000073 - SOUTHLAND TECHNOLOGY, INC.	14180671	1,831.48	SI-69151 &SI-69152	1,831.48	00000010 34	61.37	0100	0000000	0000	7700	5600005	067		
000073 - SOUTHLAND TECHNOLOGY, INC.	14180671	1,831.48	SI-69151 &SI-69152	1,831.48	00000010 34	100.51	0100	0000000	0000	7700	5600005	067		
000073 - SOUTHLAND TECHNOLOGY, INC.	14180671	1,831.48	SI-69151 &SI-69152	1,831.48	00000010 34	402.06	0100	0000000	0000	7700	5600005	067		
000073 - SOUTHLAND TECHNOLOGY, INC.	14180671	1,831.48	SI-69151 &SI-69152	1,831.48	00000010 34	1,267.54	0100	0000000	0000	7700	5600005	067		
000437 - CURRICULUM ASSOC. INC.	14180672	500.78	90443567	500.78	00000008 55	500.78	0100	0000000	1110	1000	4300001	025		
000506 - DION INTERNATIONAL TRUCK INC.	14180673	2,377.98	01SDW18 27	2,377.98	00000010 33	2,377.98	0100	0982000	0000	3600	5600005	074		
000540 - WESTERN PSYCHOLOGICAL SERVICES	14180674	1,298.48	WSP-143201	1,298.48	00000010 10	1,298.48	0100	6500000	5770	1190	4300003	054		
000775 - REFRIGERATION SUPPLIES	14180675	891.43	61124161-00& 61123974-00	891.43	00000002 34	201.74	0100	8150000	0000	8100	4300007	070		
000775 - REFRIGERATION SUPPLIES	14180675	891.43	61124161-00& 61123974-00	891.43	00000002 34	689.69	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14180676	1,425.13	PO#00000 01020	1,203.92	00000010 20	147.95	0100	0000000	1110	1000	4300011	016		
000809 - OFFICE DEPOT	14180676	1,425.13	PO#00000 01020	1,203.92	00000010 20	155.35	0100	0000000	1110	1000	4300011	016		
000809 - OFFICE DEPOT	14180676	1,425.13	PO#00000 01020	1,203.92	00000010 20	155.35	0100	0000000	1110	1000	4300011	016		

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148.2

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPT	14180676	1,425.13	PO#0000001020	1,203.92	0000001020	155.35	0100	00000000	1110	1000	43000011	016		
000809 - OFFICE DEPT	14180676	1,425.13	PO#0000001020	1,203.92	0000001020	201.59	0100	00000000	1110	1000	43000011	016		
000809 - OFFICE DEPT	14180676	1,425.13	PO#0000001020	1,203.92	0000001020	388.33	0100	00000000	1110	1000	43000011	016		
000809 - OFFICE DEPT	14180676	1,425.13	PO#0000000892	221.21	0000000892	17.99	0100	00000000	1110	1000	43000001	024		
000809 - OFFICE DEPT	14180676	1,425.13	PO#0000000892	221.21	0000000892	65.62	0100	00000000	1110	1000	43000001	024		
000809 - OFFICE DEPT	14180676	1,425.13	PO#0000000892	221.21	0000000892	137.60	0100	00000000	1110	1000	43000001	024		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	417.38	0100	65000000	5750	1110	56000005	054		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	236.18	1300	53100000	0000	3700	56000005	085		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	405.72	0100	00000000	0000	7100	56000006	064		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	621.44	0100	00000000	0000	7200	56000006	061		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	402.88	0100	00000000	0000	7200	56000006	062		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	361.74	0100	00000000	0000	7200	56000006	071		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	370.22	0100	00000000	0000	8200	56000006	069		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	1,752.24	0100	00000000	1110	1000	56000006	012		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	2,564.75	0100	00000000	1110	1000	56000006	016		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	1,857.47	0100	00000000	1110	1000	56000006	018		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	3,235.61	0100	00000000	1110	1000	56000006	020		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	1,437.20	0100	00000000	1110	1000	56000006	022		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	2,447.00	0100	00000000	1110	1000	56000006	024		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	1,954.02	0100	00000000	1110	1000	56000006	025		
001641 - XEROX CORPORATION	14180677	18,536.21	300368614	18,536.21	0000000053	472.36	1200	61050000	0001	1000	56000006	076		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002771 - SMART & FINAL	14180678	43.09	SANITIZE R	43.09	00000006 74	43.09	0100	0000000	1110	2495	4300015	022		
003852 - PEARSON EDUCATION	14180679	1,843.95	40248241 48	1,843.95	00000004 93	857.24	0100	6500000	5770	1190	4300003	054		
003852 - PEARSON EDUCATION	14180679	1,843.95	40248241 48	1,843.95	00000004 93	986.71	0100	6500000	5770	1190	4300003	054		
003909 - TEAMTALK NETWORK	14180680	298.36	050167	298.36	00000004 82	298.36	0100	0982000	0000	3600	5600005	074		
004073 - HAWTHORNE LIFT SYSTEMS	14180681	727.30	FS600594 01	727.30	00000010 14	120.00	0100	8150000	0000	8100	4300007	070		
004073 - HAWTHORNE LIFT SYSTEMS	14180681	727.30	FS600594 01	727.30	00000010 14	607.30	0100	8150000	0000	8100	4300007	070		
004823 - CABLE, PIPE & LEAK DETECTION,	14180682	220.00	31285- 974380	220.00	00000010 30	220.00	0100	8150000	0000	8100	5600005	070		
004858 - FLYERS ENERGY	14180683	2,748.57	FLYERS E.	2,748.57	00000002 87	2,748.57	0100	0982000	0000	3600	4300022	074		

Business Unit Total: \$32,918.54

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-10-31

Vendor	Warrant	Warrant Amount	Invoice id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000057 - RICK QUINTANA	14181153	151.20	MILEAGE	151.20		151.20	0100	6500000	5001	3900	5200002	054		
000000101 - JANETTE RIDGELS	14181154	213.10	REIMBURSEMENT	213.10		213.10	0100	6500000	5770	1110	5200003	054		
000043 - PRUDENTIAL OVERALL CASH FUND,	14181155	174.52	30616527 & 3061368 6	174.52	00000004 17	174.52	0100	8150000	0000	8100	4300007	070		
000105 - REVOLVING CASH FUND,	14181156	20.00	PETTY CASH	20.00		20.00	0100	8150000	0000	8100	4300022	070		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	7.46	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	14.90	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	14.90	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	50.71	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	55.50	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	89.49	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	92.06	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	100.61	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	114.31	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	133.37	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	187.41	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	191.58	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	241.94	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	245.77	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	299.45	0100	0000000	0000	8200	4300020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#00000 00623	8,545.89	00000006 23	349.19	0100	0000000	0000	8200	4300020	024		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	407.68	0100	00000000	0000	8200	43000020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	437.96	0100	00000000	0000	8200	43000020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	751.73	0100	00000000	0000	8200	43000020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	960.08	0100	00000000	0000	8200	43000020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	1,008.63	0100	00000000	0000	8200	43000020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	1,109.05	0100	00000000	0000	8200	43000020	024		
000136 - WAXIE SANITARY SUPPLY	14181157	8,545.89	PO#000000 00623	8,545.89	00000006 23	1,682.11	0100	00000000	0000	8200	43000020	024		
000140 - SAM & ROSE STEIN EDUCATION	14181158	5,755.11	SEPTEMBER 2016	5,755.11	00000004 59	5,755.11	0100	65000000	5750	1180	58000009	054		
000327 - SYLVIA ARMENTA	14181159	250.00	REIMBURSEMENT	250.00		250.00	0100	03001115	0000	7200	58000113	010		
000544 - ETA HAND2MIND	14181160	3,798.38	PO#000000 00497	3,798.38	00000004 97	399.83	0100	42030000	4760	1000	43000001	061		
000544 - ETA HAND2MIND	14181160	3,798.38	PO#000000 00497	3,798.38	00000004 97	599.74	0100	42030000	4760	1000	43000001	061		
000544 - ETA HAND2MIND	14181160	3,798.38	PO#000000 00497	3,798.38	00000004 97	599.74	0100	42030000	4760	1000	43000001	061		
000544 - ETA HAND2MIND	14181160	3,798.38	PO#000000 00497	3,798.38	00000004 97	799.66	0100	42030000	4760	1000	43000001	061		
000544 - ETA HAND2MIND	14181160	3,798.38	PO#000000 00497	3,798.38	00000004 97	1,399.41	0100	42030000	4760	1000	43000001	061		
00117A - UNITED STATES POSTAL SERVICE	14181161	508.52	BULK MAIL	508.52		508.52	0100	00000000	0000	7100	59000012	064		
001438 - REPUBLIC SERVICES	14181162	12,637.37	OCTOBER 2016	12,637.37	00000001 97	12,637.37	0100	00000000	0000	8200	55000005	069		
001678 - ANITA GILLCHREST	14181163	122.96	SEPTEMBER MILEAGE	122.96		122.96	0100	00000000	0000	3140	52000002	010		
004578 - STAFF REHAB	14181164	1,200.00	SS-552	1,200.00	00000005 90	1,200.00	0100	65000000	5770	1190	58000010	054		
004589 - ESTHER VALLE	14181165	850.50	MILEAGE	850.50		850.50	0100	65000000	5001	3900	52000002	054		

Business Unit Total: \$34,227.55

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-11-01

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000068 - P.I.P.S.	14181872	57,539.75	NOVEMBER 2016	57,539.75	00000004	57,539.75	0100	00000000			9910360			
000000104 - LORRAINE ROWENA JOHNSON	14181873	2,000.80	1	2,000.80	00000006	2,000.80	0100	3327000	5770	1190	5800010	054		
000000108 - BOB STALL CHEVROLET	14181874	25,000.00	U147010	25,000.00	00000005	8.75	0100	9625000	0000	8300	6400006	064		
000000108 - BOB STALL CHEVROLET	14181874	25,000.00	U147010	25,000.00	00000005	24,991.25	0100	9625000	0000	8300	6400006	064		
000000110 - 3 SCREENS.COM	14181875	650.00	ASSEMBLY	650.00	00000010	650.00	0100	3010000	1110	1000	5800010	022		
000000120 - MORLEY ATHLETIC SUPPLY CO. INC	14181876	225.72	DM-930	225.72	00000009	225.72	0100	00000000	1110	1000	4300001	024		
000000128 - THE CAMPANILE FOUNDATION	14181877	7,125.00	COMPACT FOR SUCCESS	7,125.00	00000010	7,125.00	0100	00000001	1110	1000	5800010	061		
000000134 - THE BANK OF NEW YORK MELLON	14181878	2,590.00	252-1969625 & 252-1975331	2,590.00		2,590.00	4901	9010000	0000	8100	5800010	010		VOID
000506 - DION INTERNATIONAL TRUCK INC.	14181879	943.88	01SDW2344	943.88	00000002	943.88	0100	0982000	0000	3600	4300060	074		
000548 - NEXT DAY PRINTED TEES	14181880	346.68	74153774152	346.68	00000010	346.68	0100	00000001	1110	4200	4300019	071		
002539 - ZONAR SYSTEMS	14181881	1,133.79	SI-283430	1,133.79	00000005	1,133.79	0100	0982000	0000	3600	4300023	074		
003598 - BJS RENTALS, INC.	14181882	94.80	732491-4	94.80	00000002	94.80	0100	8150000	0000	8100	4300007	070		
003624 - SAN YSIDRO SCHOOL DISTRICT	14181883	4,369.22	RCF PURCHASING	4,369.22		259.48	1300	5310000	0000	3700	4300028	085		
003624 - SAN YSIDRO SCHOOL DISTRICT	14181883	4,369.22	RCF PURCHASING	4,369.22		258.00	0100	00000000	1110	2490	4300060	052		
003624 - SAN YSIDRO SCHOOL DISTRICT	14181883	4,369.22	RCF PURCHASING	4,369.22		1,431.74	0100	00000000	1110	1000	5710001	061		
003624 - SAN YSIDRO SCHOOL DISTRICT	14181883	4,369.22	RCF PURCHASING	4,369.22		2,420.00	0100	00000000	0000	7100	5900012	064		
0004628 - FOLLETT SCHOOL	14181884	18,679.50	PO#0000000445	18,679.50	00000004	346.42	0100	6300000	1110	1000	4100000	061		

Should be part of D#82, not on our FTP file, will have to void.

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
SOLUTIONS,INC														
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14181884	18,679.50	PO#0000000445	18,679.50	0000000445	671.18	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14181884	18,679.50	PO#0000000445	18,679.50	0000000445	909.34	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14181884	18,679.50	PO#0000000445	18,679.50	0000000445	1,266.39	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14181884	18,679.50	PO#0000000445	18,679.50	0000000445	1,320.71	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14181884	18,679.50	PO#0000000445	18,679.50	0000000445	5,886.94	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14181884	18,679.50	PO#0000000445	18,679.50	0000000445	8,278.52	0100	6300000	1110	1000	4100000	061		
004711 - AMER-MEX PLUMBING INC	14181885	250.00	5266	250.00	0000001046	250.00	0100	8150000	0000	8100	5600005	070		
004732 - LEAL & TREJO APC	14181886	36,711.29	AUGUST 2016	36,711.29	0000001049	686.29	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14181886	36,711.29	AUGUST 2016	36,711.29	0000001049	3,285.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14181886	36,711.29	AUGUST 2016	36,711.29	0000001049	13,794.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14181886	36,711.29	AUGUST 2016	36,711.29	0000001049	8,934.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14181886	36,711.29	AUGUST 2016	36,711.29	0000001049	888.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14181886	36,711.29	AUGUST 2016	36,711.29	0000001049	9,124.00	0100	0000000	0000	7200	5800200	062		
004747 - PRINCIPAL'S EXCHANGE	14181887	31,500.00	1131	31,500.00	0000000383	31,500.00	0100	3010000	1110	1000	5800010	061		
004774 - THINK TOGETHER	14181888	2,720.00	8265	2,720.00	0000000696	2,720.00	0100	0000001	1110	1000	5800010	061		

Business Unit Total: \$191,880.43

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-11-02

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000010 - SELECTA INTERNATIONAL	14182401	83.04	055304	83.04	00000002 30	83.04	1300	5310000	0000	3700	4700001	085		
000067 - SAN DIEGO GAS & ELECTRIC	14182402	58,444.09	OCTOBER 2016	58,444.09	00000001 99	58,266.50	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14182402	58,444.09	OCTOBER 2016	58,444.09	00000001 99	177.59	0100	0000000	0000	8200	5500002	069		
000717 - HOLLANDIA DAIRY INC.	14182403	11,821.77	1868016	11,821.77	00000002 99	11,821.77	1300	5310000	0000	3700	4700001	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14182404	1,330.86	20089250-01	1,330.86	00000008 95	1,330.86	1300	5310000	0000	3700	4300028	085		
001161 - HOME DEPOT	14182405	451.48	HOME DEPOT 1	198.11	00000002 70	198.11	0100	0000000	0000	8200	4300014	069		
001161 - HOME DEPOT	14182405	451.48	71664	26.90	00000002 17	26.90	0100	0000000	0000	7700	4300002	067		
001161 - HOME DEPOT	14182405	451.48	HOME DEPOT 1	226.47	00000002 14	226.47	0100	8150000	0000	8100	4300007	070		
001763 - RCP BLOCK & BRICK	14182406	427.61	RCP	427.61	00000002 39	427.61	0100	8150000	0000	8100	4300007	070		
003192 - WAL- MART COMMUNITY/GEGRB	14182407	422.53	009684	422.53	00000005 89	422.53	1300	5310000	0000	3700	4700002	085		
004091 - PRUDENTIAL OVERALL SUPPLY	14182408	445.00	30615109	445.00	00000005 86	445.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14182409	9,335.47	16101804 2	39.40	00000002 60	39.40	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14182409	9,335.47	16101306 0	9,296.07	00000002 35	9,296.07	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14182410	3,586.63	47216291 06	3,586.63	00000003 23	3,586.63	1300	5310000	0000	3700	4700001	085		

Business Unit Total: \$86,348.48

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-11-04

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000049 - TEKVISIONS, INC	14183319	5,497.20	96964	5,497.20	0000000526	5,497.20	1300	5454000	0000	3700	4400000	085		
000000116 - EPIC SPORTS INC	14183320	1,340.93	2385971	1,340.93	0000001015	1,340.93	0100	00000001	1110	4200	4300019	071		
000000129 - ALANDATA INC.	14183321	3,960.00	1777	3,960.00	0000001026	3,960.00	0100	00000000	0000	7200	5800010	064		
000000131 - FORENSIC ANALYTICAL CONSULTING	14183322	1,606.72	IVSD00403	1,606.72	0000001036	1,606.72	0100	8150000	0000	8100	5600005	070		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	206.01	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	234.26	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	234.26	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	234.26	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	241.33	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	241.33	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	241.33	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	246.03	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	246.03	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	269.58	0100	3010000	1110	1000	4300001	022		
000273 - SCHOLASTIC, INC	14183323	2,695.78	14021707	2,695.78	0000001007	301.36	0100	3010000	1110	1000	4300001	022		
000343 - PAMELA L. MCDANIEL	14183324	662.50	004	662.50	0000000450	662.50	0100	6500000	5770	1190	5800010	054		
000376 - MIRACLE RECREATION EQUIPMENT	14183325	3,474.71	781527	3,474.71	0000000890	3,474.71	0100	8150000	0000	8100	4300007	070		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	0000000923	209.95	0100	00000000	1110	1000	4300001	025		
000437 - CURRICULUM	14183326	18,132.86	90443946	8,101.82	0000000923	244.94	0100	00000000	1110	1000	4300001	025		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
ASSOC. INC.														
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	00000009 23	244.94	0100	00000000	1110	1000	4300001	025		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	00000009 23	244.94	0100	00000000	1110	1000	4300001	025		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	00000009 23	454.90	0100	00000000	1110	1000	4300001	025		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	00000009 23	2,259.32	0100	00000000	1110	1000	4300001	025		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	00000009 23	2,259.32	0100	00000000	1110	1000	4300001	025		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90443946	8,101.82	00000009 23	2,183.51	0100	30100000	1110	1000	4300001	025		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90444348	10,031.04	00000008 54	454.90	0100	00000000	1110	1000	4300001	024		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90444348	10,031.04	00000008 54	454.90	0100	00000000	1110	1000	4300001	024		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90444348	10,031.04	00000008 54	4,560.62	0100	00000000	1110	1000	4300001	024		
000437 - CURRICULUM ASSOC. INC.	14183326	18,132.86	90444348	10,031.04	00000008 54	4,560.62	0100	00000000	1110	1000	4300001	024		
00067A - SAN DIEGO GAS & ELECTRICT	14183327	82,500.61	OCTOBER 2016	82,500.61	00000001 98	82,182.98	0100	00000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14183327	82,500.61	OCTOBER 2016	82,500.61	00000001 98	317.63	0100	00000000	0000	8200	5500002	069		
000762 - SOUTH BAY FENCE, INC.	14183328	207.36	70586	207.36	00000002 41	207.36	0100	81500000	0000	8100	4300007	070		
000801 - GRAINGER	14183329	1,711.18	GRAINGER R	1,711.18	00000002 31	1,711.18	0100	81500000	0000	8100	4300007	070		
000987 - C&M MOTORS	14183330	2,765.73	228007	2,765.73	00000002 37	2,765.73	1300	53100000	0000	3700	5800010	085		
001278 - JOHNSON CONTROLS	14183331	17,086.00	1-38633924 614	17,086.00	00000010 35	17,086.00	0100	81500000	0000	8100	5600005	070		
001527 - RANCHO SAN DIEGO	14183332	317.74	382	317.74	00000002 67	317.74	0100	00000000	0000	8200	4300014	069		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
NURSERY INC														
001532 - VERITIV OPERATING COMPANY	14183333	3,593.89	9706342103	3,593.89	0000001018	597.81	0100	00000000			9320000			
001532 - VERITIV OPERATING COMPANY	14183333	3,593.89	9706342103	3,593.89	0000001018	599.22	0100	00000000			9320000			
001532 - VERITIV OPERATING COMPANY	14183333	3,593.89	9706342103	3,593.89	0000001018	599.22	0100	00000000			9320000			
001532 - VERITIV OPERATING COMPANY	14183333	3,593.89	9706342103	3,593.89	0000001018	599.22	0100	00000000			9320000			
001532 - VERITIV OPERATING COMPANY	14183333	3,593.89	9706342103	3,593.89	0000001018	1,198.42	0100	00000000			9320000			
001725 - SPINITAR/PRESENTATION PRODUCTS	14183334	465.78	352241	465.78	0000000988	465.78	0100	00000000	1110	1000	4300011	012		
002032 - ASELTINE SCHOOL	14183335	13,098.96	OCTOBER 2016	13,098.96	0000000451	13,098.96	0100	65000000	5750	1180	5800009	054		
002419 - CINTAS CORPORATION NO. 3	14183336	1,335.27	694269023	1,335.27	0000000456	1,335.27	1300	53100000	0000	3700	5600005	085		
003524 - ACE COOLING & FREEZING	14183337	1,170.00	74884	1,170.00	0000000588	1,170.00	1300	53100000	0000	3700	5600005	085		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
003722 - PEARSON	14183338	3,272.64	10905889	3,272.64	0000001067	436.80	0100	65000000	5770	1190	4300003	054		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14183339	7,700.00	9288	7,700.00	0000000578	7,700.00	0100	40350000	1110	1000	5200003	061		
004465 - GREGORY MARK BAER	14183340	1,872.00	014	1,872.00	0000000394	1,872.00	0100	65000000	5770	1190	5800010	054		

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PeopleSoft Accounts Payable
 AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14183341	459.00	1242614	459.00	00000005 61	459.00	0100	00000000	1110	1000	4300001	022		
004775 - AFFORDABLE GREASE PUMPING	14183342	450.00	151511	450.00	00000005 87	450.00	1300	53100000	0000	3700	5800010	085		
004833 - SPARKLETTS	14183343	76.10	15231732 102016	76.10	00000002 03	76.10	0100	00000000	0000	7200	5600005	071		
004900 - ANTONIO RAMIREZ	14183344	924.48	SEPTEMBER MILEAGE	924.48		924.48	0100	65000000	5001	3900	5200002	054		

Business Unit Total: \$176,377.44

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PeopleSoft Accounts Payable
 AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-11-03

Vendor	Warrant	Warrant Amount	Invoice id	Invoice Amount	PO id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000140 - SAM & ROSE STEIN EDUCATION	14182860	4,632.39	JUNE SERVICE S	4,632.39		4,632.39	0100	65000000			95100000			

Business Unit Total: \$4,632.39

Handwritten initials/signature

VENDOR NAME	-- WARRANT SERIES NUMBER	---	WARRANT AMOUNT	REMARKS
THE BANK OF NEW YORK MELLON	12 - 473904		2,590.00	
CALIFORNIA FINANCIAL SERVICES	12 - 473905		3,000.00	

SAN YSIDRO CFD
CAP PROJ - COMP UNIT #1
54959 TOTAL AMOUNT 5,590.00
49-01 PAGE 1 OF 1

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VENDOR NAME	-- WARRANT SERIES	--- NUMBER	WARRANT AMOUNT	REMARKS
CALIFORNIA FINANCIAL SERVICES	12	- 473906	3,000.00	

SAN YSIDRO CFD 54960 TOTAL AMOUNT 3,000.00
 CAP PROJ - COMP UNIT #2 49-02 PAGE 1 OF 1

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VENDOR NAME	-- WARRANT SERIES NUMBER	--- WARRANT AMOUNT	REMARKS
CALIFORNIA FINANCIAL SERVICES	12 - 473907	4,000.00	

SAN YSIDRO CED 54962 TOTAL AMOUNT 4,000.00
CAP PROJ - COMP UNIT #3 49-03 PAGE 1 OF 1

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03300: San Ysidro 2016-11-07

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000118 - AMERESCO, INC.	14184036	576,801.05	27152A	576,801.05	0000001055	576,801.05	0100	6230000	0000	8500	6200001	069		
000000126 - SAN DIEGO CENTER FOR VISION	14184037	752.00	OCTOBER 2016	752.00	0000001006	752.00	0100	6500000	5770	1190	5800010	054		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14184038	1,117.80	A234082	1,117.80	0000000238	1,117.80	0100	8150000	0000	8100	4300007	070		
003766 - MICHAEL BAKER INTERNATIONAL	14184039	1,574.32	957351	1,574.32	0000000086	1,574.32	2110	9010000	0000	8100	5800010	025		
004231 - PRO POWER	14184040	182.28	124560&1 24558	182.28	0000000264	182.28	0100	0000000	0000	8200	4300014	069		
004578 - STAFF REHAB	14184041	6,000.00	SS-781 & SS-671	6,000.00	0000000590	6,000.00	0100	6500000	5770	1190	5800010	054		
004623 - DIALCOM SYSTEMS GROUP, INC	14184042	190.00	5711	190.00	0000000488	190.00	0100	8150000	0000	8100	5600005	070		
004634 - CHARLES G. HARDY	14184043	9,925.72	588411	9,925.72	0000000891	9,925.72	0100	9625000	0000	8500	6200001	071		
004735 - RECYCLED WOOD PRODUCTS	14184044	8,303.04	144393	8,303.04	0000000594	8,303.04	0100	9625000	0000	8100	5600005	025		
01641A - XEROX CORPORATION	14184045	2,789.99	08657802 4	2,789.99	0000000616	2,789.99	0100	0000000	0000	7200	5600001	073		

Business Unit Total: \$607,636.20

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03300: San Ysidro 2016-11-08

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000107 - CAROLYN KARINEN	14184706	12,600.00	2003	12,600.00	00000006 12	12,600.00	0100	6500000	5770	1190	5800010	054		
000000138 - BILL HOWE PLUMBING, INC.	14184707	404.00	788182	404.00	00000010 62	404.00	0100	8150000	0000	8100	5600005	070		
000073 - SOUTHLAND TECHNOLOGY, INC.	14184708	298.08	SI-68826	298.08	00000003 65	298.08	0100	0000000	0000	7700	4300002	067		
000775 - REFRIGERATION SUPPLIES	14184709	174.96	61124425-00	174.96	00000002 34	174.96	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14184710	214.06	1996798640	190.48	00000010 75	190.48	0100	0000000	1110	1000	4300011	012		
000809 - OFFICE DEPOT	14184710	214.06	874546904001	23.58	00000010 38	6.16	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14184710	214.06	874546904001	23.58	00000010 38	17.42	0100	0000000	0000	7200	4300011	071		
001161 - HOME DEPOT	14184711	2,616.51	HOME DEPOT	2,616.51	00000002 14	2,616.51	0100	0000000	1110	1000	4300011	012		
001383 - BUS WEST	14184712	522.77	BUSWEST	522.77	00000002 78	248.55	0100	0982000	0000	3600	4300060	074		
001383 - BUS WEST	14184712	522.77	BUSWEST	522.77	00000002 78	274.22	0100	0982000	0000	3600	4300060	074		
001510 - EWING IRRIGATION	14184713	776.43	4362065A & 4362086A	776.43	00000002 62	341.90	0100	0000000	0000	8200	4300014	069		
001510 - EWING IRRIGATION	14184713	776.43	4362065A & 4362086A	776.43	00000002 62	434.53	0100	0000000	0000	8200	4300014	069		
001641 - XEROX CORPORATION	14184714	6,317.30	230039186	6,317.30	00000007 30	57.58	0100	0000000	0000	7200	5600005	071		
001641 - XEROX CORPORATION	14184714	6,317.30	230039186	6,317.30	00000007 30	41.66	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14184714	6,317.30	230039186	6,317.30	00000007 30	15.62	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14184714	6,317.30	230039186	6,317.30	00000007 30	31.24	0100	0982000	0000	3600	5600006	074		
001641 - XEROX CORPORATION	14184714	6,317.30	230039186	6,317.30	00000007 30	15.62	0100	0000000	0000	7100	5600006	084		
001641 - XEROX CORPORATION	14184714	6,317.30	230039186	6,317.30	00000007 30	140.60	0100	0000000	0000	7200	5600006	061		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	31.24	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	31.24	0100	0000000	0000	7700	5600006	067		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	31.24	0100	0000000	0000	8100	5600006	069		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	567.73	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	900.92	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	926.95	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	890.48	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	942.55	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	1,109.32	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	473.65	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14184714	6,317.30	23003918 6	6,317.30	00000007 30	109.66	1200	6105000	0001	1000	5600006	076		
004323 - MCGREGOR AND ASSOCIATED	14184715	424.15	NOVEMBER 2016	424.15	00000003 07	424.15	0100	0300100	0000	7200	5600005	071		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14184716	7,172.28	PO# 00000004 29	7,172.28	00000004 29	367.08	0100	6300000	1110	1000	4100000	018		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14184716	7,172.28	PO# 00000004 29	7,172.28	00000004 29	752.05	0100	6300000	1110	1000	4100000	018		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14184716	7,172.28	PO# 00000004 29	7,172.28	00000004 29	1,297.32	0100	6300000	1110	1000	4100000	018		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14184716	7,172.28	PO# 00000004 29	7,172.28	00000004 29	1,865.07	0100	6300000	1110	1000	4100000	018		
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14184716	7,172.28	PO# 00000004 29	7,172.28	00000004 29	2,890.76	0100	6300000	1110	1000	4100000	018		
004774 - THINK TOGETHER	14184717	93,665.81	118-16/17-3	93,665.81	00000004 64	93,665.81	0100	9065005	1110	1000	5800000	061		
004917 - TEACHER SYNERGY LLC	14184718	306.99	27373258	306.99		306.99	0100	3010000	1110	1000	4300001	012		

Press Unit Total: \$125,493.34

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03300: San Ysidro 2016-11-09

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000069 - CITY TREASURER	14185561	25,196.24	OCTOBER 2016	25,196.24	00000001 96	25,196.24	0100	0000000	0000	8200	5500004	069		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	10.80	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	12.94	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	15.08	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	16.91	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	22.67	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	23.59	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	26.99	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	29.70	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	29.70	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	32.34	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	32.40	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	34.55	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	37.74	0100	0000000	1110	1000	4300001	022		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	45.84	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	45.84	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	75.57	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	107.97	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	113.29	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	117.93	0100	0000000	1110	1000	4300001	022		
000809 - OFFICE DEPOT	14185562	1,252.90	PO# 00000008 86	1,252.90	00000008 86	391.35	0100	0000000	1110	1000	4300001	022		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	383.50	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	236.18	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	375.54	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	627.54	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	387.21	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	361.74	0100	0000000	0000	7200	5600006	071		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	369.47	0100	0000000	0000	8200	5600006	069		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	1,565.85	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	2,972.70	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	1,595.16	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	2,995.80	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	1,370.66	0100	0000000	1110	1000	5600006	022		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	OP Unit	PY
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	2,472.81	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	2,076.91	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14185563	18,263.43	30037743 7	18,263.43	00000006 53	472.36	1200	6105000	0001	1000	5600006	076		
003192 - WAL - MART COMMUNITY/GECRB	14185564	958.42	PO# 00000010 50	958.42	00000010 50	958.42	1200	9024000	0001	1000	4300001	076		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO# 00000004 21	933.98	00000004 21	60.80	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO# 00000004 21	933.98	00000004 21	72.90	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO# 00000004 21	933.98	00000004 21	113.40	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO# 00000004 21	933.98	00000004 21	57.02	0100	0000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO# 00000004 21	933.98	00000004 21	104.98	0100	0000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO# 00000004 21	933.98	00000004 21	524.88	0100	0000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	5.29	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	12.69	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	13.45	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	39.20	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	55.08	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	55.67	0100	0000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#000000 000433	1,508.25	00000004 33	76.46	0100	0000000	1110	1000	4300001	024		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000433	1,508.25	0000000433	106.14	0100	00000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000433	1,508.25	0000000433	168.48	0100	00000000	1110	1000	4300001	024		
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000433	1,508.25	0000000433	14.04	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000433	1,508.25	0000000433	140.40	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000433	1,508.25	0000000433	821.35	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	50.53	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	65.39	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	84.71	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	87.19	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	117.65	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	120.07	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	123.35	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	216.98	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	322.00	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	360.15	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	392.18	0100	00000000			9320000			

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Vendor	Warrant	Warrant Amount	Invoice id	Invoice Amount	PO id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	408.70	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	408.70	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	408.70	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	606.85	0100	00000000			9320000			
003377 - SOUTHWEST SCHOOL & OFFICE	14185565	6,884.16	PO#0000000545	4,441.93	0000000545	668.78	0100	00000000			9320000			
003589 - HENRY APONTE	14185566	749.39	9879 & 9901	749.39	0000001091	749.39	0100	00000000	1110	4100	4300012	022		

Business Unit Total: \$53,304.54

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03300: San Ysidro 2016-11-10

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000089 - BMR HEALTH SERVICES, INC	14186136	24,000.00	2005	12,000.00	00000004 09	12,000.00	0100	65000000	5001	3900	5800010	052		
000000089 - BMR HEALTH SERVICES, INC	14186136	24,000.00	2025	12,000.00	00000004 09	12,000.00	0100	65000000	5001	3900	5800010	052		
000000122 - LA CLASS TRANSPORTATION	14186137	7,290.00	5569	7,290.00	00000008 48	7,290.00	0100	00000001	1110	1000	5710002	061		
000809 - OFFICE DEPOT	14186138	90.72	PO# 00000004 20	90.72	00000004 20	90.72	0100	00000000	1110	1000	4300001	024		

Business Unit Total: \$31,380.72

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PeopleSoft Accounts Payable
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03300: San Ysidro 2016-11-14

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000086 - EUGENIA MARTINEZ	14186656	300.19	REIMBURSEMENT	300.19		300.19	0100	0000000	0000	7200	5200003	071		
001161 - HOME DEPOT	14186657	417.94	1304735	417.94	0000000214	417.94	0100	8150000	0000	8100	4300007	070		
002092 - CALIFORNIA ENVIRONMENTAL	14186658	585.00	12287-12265-12266	585.00	0000001061	585.00	0100	0982000	0000	3600	5600005	074		
003377 - SOUTHWEST SCHOOL & OFFICE	14186659	1,008.13	PO#0000000552	1,008.13	0000000552	29.47	0100	0000000	1110	1000	4300001	012		
003377 - SOUTHWEST SCHOOL & OFFICE	14186659	1,008.13	PO#0000000552	1,008.13	0000000552	68.54	0100	0000000	1110	1000	4300001	012		
003377 - SOUTHWEST SCHOOL & OFFICE	14186659	1,008.13	PO#0000000552	1,008.13	0000000552	223.15	0100	0000000	1110	1000	4300001	012		
003377 - SOUTHWEST SCHOOL & OFFICE	14186659	1,008.13	PO#0000000552	1,008.13	0000000552	252.62	0100	0000000	1110	1000	4300001	012		
003377 - SOUTHWEST SCHOOL & OFFICE	14186659	1,008.13	PO#0000000552	1,008.13	0000000552	434.35	0100	0000000	1110	1000	4300001	012		
003935 - AMS - ACOUSTICAL MATERIAL	14186660	1,391.72	14883081-00 & 14846495-00	1,391.72	0000001068	1,391.72	0100	9625000	0000	8500	6200001	071		
004571 - DOMTAR PAPER CO. LLC	14186661	5,702.40	1281822	5,702.40	0000001063	5,702.40	0100	0000000			9320000			
004628 - FOLLETT SCHOOL SOLUTIONS, INC	14186662	24,512.59	PO#0000000393	22,606.39	0000000393	335.38	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS, INC	14186662	24,512.59	PO#0000000393	22,606.39	0000000393	638.68	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS, INC	14186662	24,512.59	PO#0000000393	22,606.39	0000000393	1,575.81	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS, INC	14186662	24,512.59	PO#0000000393	22,606.39	0000000393	4,917.85	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS, INC	14186662	24,512.59	PO#0000000393	22,606.39	0000000393	7,569.33	0100	6300000	1110	1000	4100000	061		
004628 - FOLLETT SCHOOL SOLUTIONS, INC	14186662	24,512.59	PO#0000000393	22,606.39	0000000393	7,569.34	0100	6300000	1110	1000	4100000	061		

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
SOLUTIONS,INC														
004628 - FOLLETT SCHOOL SOLUTIONS,INC	14186662	24,512.59	1998173A	1,906.20	00000004 53	1,906.20	0100	63000000	1110	1000	41000000	061		

Business Unit Total: \$33,917.97

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-11-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14187215	2,786.35	REIMBURSEMENT	2,786.35		2,786.35	0100	00000000	0000	7100	5200003	064		
000000104 - LORRAINE ROWENA JOHNSON	14187216	2,318.00	#2	2,318.00	0000000606	2,318.00	0100	3327000	5770	1190	5800010	054		
000073 - SOUTHLAND TECHNOLOGY, INC.	14187217	71,178.59	SI-59180	25,610.32	0000000175	-86,955.00	0100	9625000	0000	8500	6200001	071		
000073 - SOUTHLAND TECHNOLOGY, INC.	14187217	71,178.59	SI-59180	25,610.32	0000000175	112,565.32	0100	9625000	0000	8500	6200001	071		
000073 - SOUTHLAND TECHNOLOGY, INC.	14187217	71,178.59	SI-59178	45,568.27	0000000173	-131,197.50	0100	9625000	0000	8500	6200001	071		
000073 - SOUTHLAND TECHNOLOGY, INC.	14187217	71,178.59	SI-59178	45,568.27	0000000173	176,765.77	0100	9625000	0000	8500	6200001	071		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	28.02	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	28.02	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	36.56	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	44.38	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	54.64	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	78.40	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	100.75	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	118.44	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	136.93	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	263.58	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	336.22	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#00000101059	2,788.69	0000001059	414.22	0100	00000000	0000	8200	4300020	022		

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Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#000000 01059	2,788.69	00000010 59	428.94	0100	00000000	0000	8200	4300020	022		
000136 - WAXIE SANITARY SUPPLY	14187218	2,788.69	PO#000000 01059	2,788.69	00000010 59	719.59	0100	00000000	0000	8200	4300020	022		
001161 - HOME DEPOT	14187219	1,919.50	HOME DP	1,919.50	00000002 14	1,919.50	0100	81500000	0000	8100	4300007	070		
003377 - SOUTHWEST SCHOOL & OFFICE	14187220	53.46	PINV0207 584	53.46	00000008 81	53.46	0100	00000000	1110	1000	4300001	012		

Business Unit Total: \$81,044.59

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PeopleSoft Accounts Payable
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Report ID: APX2030

03300: San Ysidro 2016-11-16

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000137 - XOCHITL CONTRERAS	14187988	1,512.07	CLAIM	1,512.07		1,512.07	0100	00000000	0000	7200	5450000	071		
001278 - JOHNSON CONTROLS	14187989	13,602.00	MAINT. REPAIRS	13,602.00	00000010 35	13,602.00	0100	8150000	0000	8100	5600005	070		

Business Unit Total: \$15,114.07

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PeopleSoft Accounts Payable
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Report ID: APX2030

03300: San Ysidro 2016-11-18

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000006 - K & M Foodservice	14189292	3,498.57	2323861	3,498.57	00000002 28	3,498.57	1300	5310000	0000	3700	4700001	085		
000000009 - CATALINA OFFSHORE PRODUCTS, INC	14189293	3,214.77	438120	3,214.77	00000002 12	3,214.77	1300	5310000	0000	3700	4700001	085		
000000111 - WESTERN FOOD SAFETY	14189294	903.00	9547	903.00	00000010 85	903.00	1300	5310000	0000	3700	5600005	085		
000778 - SAFEWAY INC. - VONS DIVISION	14189295	120.84	728361-101316-2115	120.84	00000002 58	120.84	1300	5310000	0000	3700	4700001	085		
001079 - PENSKE TRUCK LEASING	14189296	2,460.76	C0566518 12	2,460.76	00000010 87	2,460.76	1300	5310000	0000	3700	5600005	085		
001958 - LLOYD PEST CONTROL CO.	14189297	276.00	2132677	276.00	00000002 53	276.00	1300	5310000	0000	3700	5600005	085		
004091 - PRUDENTIAL OVERALL SUPPLY	14189298	633.00	30617941	633.00	00000005 86	633.00	1300	5310000	0000	3700	5600005	085		
004462 - GALASSO'S BAKERY	14189299	5,192.94	47216305 06	5,192.94	00000003 23	5,192.94	1300	5310000	0000	3700	4700001	085		
004678 - AMAZON.COM, INC.	14189300	128.50	09270446 1840	128.50	00000009 31	128.50	1300	5310000	0000	3700	4300011	085		

Business Unit Total: \$16,428.38

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PeopleSoft Accounts Payable
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2016-11-23

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000982 - SHIRTS UNLIMITED LLC.	14190937	4,851.36	7226	4,851.36	00000010 86	4,851.36	1300	5310000	0000	3700	4300019	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14190938	10,607.69	16100703 2	10,607.69	00000010 84	10,607.69	1300	5370000	0000	3700	4700001	085		

Business Unit Total: \$15,459.05

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03300: San Ysidro 2016-11-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000035 - EMILIA VILLANUEVA	14191526	60.00	RWIMBUR SEMENT	60.00		60.00	0100	6264000	1110	1000	5200003	061		
000000060 - JACOB RODRIGUEZ	14191527	147.72	REIMBUR SEMENT	147.72		147.72	0100	4035000	1110	2700	5200003	061		
000000061 - GRECIA AGUNDEZ	14191528	49.30	MILEAGE	49.30		49.30	0100	0000000	0000	3140	5200002	010		
000000121 - BIJAN ZELLI	14191529	73.21	REIMBUR SEMENT	73.21		73.21	0100	0000000	1110	4100	4300012	022		
000000132 - VICTOR GUZMAN	14191530	43.09	REIMBUR SEMENT	43.09		43.09	0100	0000000	1110	1000	4300011	012		
000000140 - CRISTINA RENTERIA	14191531	37.79	REIMBUR SEMENT	37.79		37.79	1200	5210000	0001	1000	4300001	076		
000000145 - MARIA ELENA HERNANDEZ	14191532	133.78	REIMBUR SEMENT EDUPOIN T	133.78		133.78	0100	4035000	1110	2700	5200003	061		
000000146 - MAGGY PORTILLO	14191533	224.27	REIMBUR SEMENT	224.27		224.27	0100	6264000	1110	1000	5200003	061		
000098 - NORA MACIAS-SANTOS	14191534	188.98	REIMBUR SEMENT	188.98		188.98	0100	6264000	1110	1000	5200003	061		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		10.20	0100	0000000	0000	2100	5900012	054		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		512.85	0100	0000000	0000	2100	5900012	061		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		10.00	0100	0000000	0000	7100	5900012	064		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		31.97	0100	0000000	0000	7200	5900012	062		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		301.60	0100	0000000	0000	7200	5900012	071		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		9.30	0100	0000000	1110	1000	5900012	012		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		5.58	0100	0000000	1110	1000	5900012	016		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		56.26	0100	0000000	1110	1000	5900012	018		

Handwritten initials/signature

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		73.01	0100	0000000	1110	1000	5900012	020		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		31.62	0100	0000000	1110	1000	5900012	022		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		29.29	0100	0000000	1110	1000	5900012	024		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		21.86	0100	0000000	1110	1000	5900012	025		
000117 - UNITED STATES POSTAL SERVICES	14191535	1,113.07	POSTAGE	1,113.07		19.53	1300	5310000	0000	3700	5900012	085		
000464 - SYLVIA MAYER	14191536	185.16	REIMBURSEMENT	185.16		185.16	0100	6264000	1110	1000	5200003	061		
000553 - SPRINT	14191537	4,070.68	OCTOBER 2016	4,070.68		4,070.68	0100	0000000	0000	8200	5900001	069		
001570 - LORENA VARELA	14191538	186.60	LORENA VARELA	54.59		54.59	1200	6105000	0001	1000	4300015	076		
001570 - LORENA VARELA	14191538	186.60	LORENA VARELA	124.86		124.86	0100	0300120	0001	1000	4300333	076		
001570 - LORENA VARELA	14191538	186.60	LORENA VARELA	7.15		7.15	1200	6105000	0001	1000	5900012	076		
001678 - ANITA GILLCHREST	14191539	64.21	MILEAGE	64.21		64.21	0100	0000000	0000	3140	5200002	010		
002279 - COX COMMUNICATION	14191540	8,476.12	NOVEMBER 2016	8,476.12		8,476.12	0100	0000000	0000	8200	5800010	067		
002909 - AT&T	14191541	4,936.85	PHONES	4,936.85		4,936.85	0100	0000000	0000	8200	5900003	069		
003198 - ROCIO ALVARADO	14191542	27.00	REIMBURSEMENT	27.00		27.00	0100	4035000	5001	2700	5200003	061		
004589 - ESTHER VALLE	14191543	850.50	OCTOBER MILEAGE	850.50		850.50	0100	6500000	5001	3900	5200002	054		
004794 - MARTHA MONTOYA	14191544	210.19	REIMBURSEMENT	210.19		210.19	0100	6264000	1110	1000	5200003	061		
004917 - TEACHER SYNERGY LLC	14191545	914.78	27090044	94.50		94.50	0100	3010000	1110	1000	4300001	012		
004917 - TEACHER SYNERGY LLC	14191545	914.78	27090174	820.28		820.28	0100	3010000	1110	1000	4300001	012		

Business Unit Total: \$21,993.30

908

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Page No. 38
Run Date 11/29/2016
Run Time 15:19:55 PM

2016-11-29

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14191932	12,040.00	REIMBUR SEMENT	12,040.00		12,040.00	0100	0000000	0000	7200	5800010	064		
000106 - CHEVRON U.S.A. INC.	14191933	2,316.42	48981761	2,316.42	00000002 04	1,153.77	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14191933	2,316.42	48981761	2,316.42	00000002 04	0.00	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14191933	2,316.42	48981761	2,316.42	00000002 04	500.10	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14191933	2,316.42	48981761	2,316.42	00000002 04	662.55	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14191933	2,316.42	48981761	2,316.42	00000002 04	0.00	1300	5310000	0000	3700	4300022	085		

Business Unit Total: \$14,356.42

9/6/16

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

Accept donations valued at \$6,049.39 to help support and enrich our educational programs.

Renewal New Amendment Ratify Other

Business Services Reviewed: JASM

Financial Implications?

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

Requisition #

Yes No

Yes No

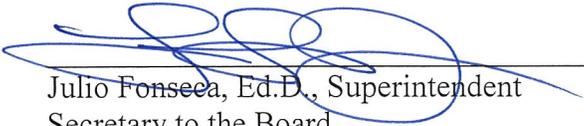
Donations
\$6,049.39
(Amount)

Cash/Checks Only
Donations Account
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SMARTER LUNCHROOMS TEAM NUTRITION TRAINING GRANT
AWARD FOR PLATE WASTE STUDY

BACKGROUND INFORMATION:

The California Department of Education's, Nutrition Services Division started the Smarter Lunchrooms Movement in 2009 with the goal of creating sustainable research-based lunchrooms that guide smarter choices. It is a grassroots movement of those concerned with the way children eat and wish to change these behaviors through the application of evidence-based lunchroom focused principles that promote healthful eating. The mission of the Smarter Lunchrooms Movement is to equip school lunchrooms with evidence-based tools that improve child eating behaviors and thus improve the health of children.

Nutrition Services was awarded the United States Department of Agriculture (USDA) Smarter Lunchroom Grant. Additional funding was awarded to cover the cost implications for implementing the Plate Waste Study conducted through a partnership with University California San Diego (UCSD) School of Medicine. UCSD Center for Community Health will plan, conduct, analyze, and report on plate waste studies conducted at Smythe and Vista Del Mar Elementary Schools. The purpose of the studies are to evaluate effectiveness of Smarter Lunchrooms Movement interventions on student waste and eating behavior. The results of the research will be a model for California.

RECOMMENDATION:

Acceptance of the Smarter Lunchrooms Team Nutrition Training Grant Award in the amount of \$4,533.34 for implementation of the Plate Waste Study at Smythe and Vista Del Mar Schools.

Renewal New Amendment Ratify Other

Business Services Reviewed: *prmt*

Financial Implications?

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

Requisition #

Yes No

Yes No

Revenue
\$4,533.34
(Amount)

Smarter Lunchrooms Grant
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Grant Award Notification

GRANTEE NAME AND ADDRESS Pamela Lambert, Director San Ysidro Elementary School District 4350 Otay Mesa Road San Ysidro, CA 92173				CDE GRANT NUMBER			
				FY	PCA	Vendor Number	Suffix
				16	15332	6837	00
Attention Pamela Lambert				STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Nutrition Services				Resource Code	Revenue Object Code	San Diego	
Telephone 760-533-6284				5454	8290	INDEX	
Name of Grant Program 2015 Team Nutrition Training Grant							0190
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date	
	\$4,533.34		\$4,533.34	0	7-01-16	6-30-17	
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency		
10.574	8CA300150	Team Nutrition Training Grant			USDA		
Dear Director Lambert:							
I am pleased to inform you that you have been funded for the Team Nutrition Training Grant.							
This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly.							
Please return this original, signed Grant Award Notification (AO-400) within 10 days to:							
Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901							
California Department of Education Contact Sauncerae Gans				Job Title Analyst			
E-mail Address sgans@cde.ca.gov					Telephone 916-323-6775		
Signature of the State Superintendent of Public Instruction or Designee ▶ <i>Tom Torlakson</i>						Date October 24, 2016	
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS							
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>							
Printed Name of Authorized Agent J. Arturo Sanchez Macias				Title Deputy Superintendent			
E-mail Address arturo.macias@sysd.12.ca.us					Telephone (619) 428-4476		
Signature ▶ <i>[Signature]</i>						Date 11-15-16	

Grant Award Notification (Continued)

Please note these very important Team Nutrition (TN) Smarter Lunchrooms Movement (SLM) of California (TN SLM of CA) Grant guidelines:

1. All grantees **must** complete an SLM training. The district food service director (FSD) or designee is required to complete an SLM workshop. The cafeteria managers, or their designees, at each participating school site may choose to attend either an SLM workshop or complete the two-hour SLM online training module offered by the Cornell Center for Behavioral Economics Center for child nutrition programs. To access the training module, please visit the Smarter Lunchrooms Training Web page at <http://smarterlunchrooms.org/training>.
2. All grantees **must** participate in the three TN SLM of CA project workshops as described on the CDE TN SLM of CA Grant Program Guidelines Web page at <http://www.cde.ca.gov/366283>. FSDs and school site cafeteria managers or their designees from participating schools must attend the project orientation workshop and closure workshop at either the Sacramento or Ontario location.

The FSD is also required to attend the one-day midproject workshop. All other members of the leadership team may participate, but they are not required to attend. The one-day midproject workshop will take place in Sacramento only. The date and location for the midproject workshop are below:

Monday, January 23, 2017
9 a.m. to 3 p.m.
Sierra Health Foundation
1321 Garden Hwy
Sacramento, CA 95833

Grantees will receive notice of the date and time of the last project training workshop scheduled for May 2017.

3. All grantees **must** participate in three conference calls that will typically be no longer than 60 minutes. Grantees will receive notice of the dates and access information by e-mail.
4. Each participating school site must apply to become a TN school as instructed on the U.S. Department of Agriculture TN Join the Team Web page at <http://www.fns.usda.gov/tn/join-team>.
5. By January 2017, grantees must submit a midproject progress report. At the end of the grant period, June 2017, grantees must submit a final progress report. This report will require all expenditures are reported with supporting documentation.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH ELLA SOUTH BAY MAGAZINE INC.

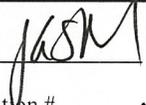
BACKGROUND INFORMATION:

The District continues to promote the successes of its students and improve the image of the District by advertising within the community and surrounding areas and will serve as a parent communication tool. Ella South Bay Magazine Inc. (Ella) has been providing advertisement services during school year 2015-16. The District would like to renew the agreement with Ella South Bay Magazine Inc. from November 1, 2016 to October 31, 2017 at a per issue price of \$2,600.00.

RECOMMENDATION:

Approve/Ratify the agreement with Ella South Bay Magazine Inc. from November 1, 2016 to October 31, 2017 in the estimated amount of \$31,200.00 from the supplemental and concentration fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$31,200.00
(Amount)

Supplemental & Concentration Fund
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 14th day of December, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Ella South Bay Magazine Inc.
Company/Consultant

(619) 840-7722
Telephone Number

2448 Eagle Valley Drive, Chula Vista, CA 91914
Address

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: November 1, 2016

To: October 31, 2017

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such **Page 3 of 10**

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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 (This section waived by District's authorized representative: _____)

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

CONSULTANT:	Ella South Bay Magazine Inc.
Name:	Michael Monaco
Title:	Publisher
Address:	2448 Eagle Valley Drive
City/State/Zip code:	Chula Vista, CA 91914
Telephone:	(619) 840-7722
Email:	

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Dr. Julio Fonseca
Title:	Deputy Superintendent	Superintendent
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3022
Email:	arturo.macias@systd.k12.ca.us	Julio.fonseca@systd.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

ELLA South Bay Magazine Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

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

Date:

Date

Phone Number

12-14-16
Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

Name

Last 4-digits of SSN or CDL Number

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A – STATEMENT OF WORK

INSERTION ORDER				
Issue(s)	Year	Ad Size	Gross	Net
1. November	2016	FP Inside Front Cover	\$2,600	\$2,600
2. December	2016	FP Inside Front Cover	\$2,600	\$2,600
3. January	2017	FP Inside Front Cover	\$2,600	\$2,600
4. February	2017	FP Inside Front Cover	\$2,600	\$2,600
5. March	2017	FP Inside Front Cover	\$2,600	\$2,600
6. April	2017	FP Inside Front Cover	\$2,600	\$2,600
7. May	2017	FP Inside Front Cover	\$2,600	\$2,600
8. June	2017	FP Inside Front Cover	\$2,600	\$2,600
9. July	2017	FP Inside Front Cover	\$2,600	\$2,600
10. August	2017	FP Inside Front Cover	\$2,600	\$2,600
11. September	2017	FP Inside Front Cover	\$2,600	\$2,600
12. October	2017	FP Inside Front Cover	\$2,600	\$2,600
TOTAL:			\$31,200	\$31,200

Advertising Agreement:

- District agrees to place advertising in Ella South Bay Magazine Inc. (Ella) as outlined in the Insertion Order (above). Insertion Orders must be received by the 10th of the month prior to the month in which District is advertising. All advertising contracts are subject to written approval by both Parties.
- **Payments:** Please refer to Agreement Section 2 “Fees and Payments”. Rates listed are in U.S. dollars.
- **Cancellations (Individual Advertisement only):** Whether by District or Ella are subject to the following terms: District and/or Ella are required to submit all cancellations in writing by the 10th month of the prior to the month in which the advertising was to take place.
- **Postponements:** If District requests a postponement or deferral of their advertisement beyond 60 days, Ella retains the right to change the rate to reflect the current rate card at the time the advertisement does run.
- **Ad Material:** Insertion Order does not include ad design. Ad material is to be provided by the District and submitted by the 10th of the month prior to the month in which the District is advertising.
- **Changes:** If the District wishes to change or provide new ad material, it must be submitted to Ella by the 10th of the month prior to the month in which the ad material will run. If no new ad material is submitted, District authorizes Ella to run the current ad material.

By signing below the District indemnifies Ella South Bay Magazine Inc. from any liability, financially or otherwise from running incorrect ad material if above Ad Material policy is not met. By signing below the District agrees that it has read and understands the terms of the insertion order.

APPROVED BY: SYSD: _____ **Date:** _____
 J. Arturo Sanchez Macias, Deputy Superintendent

ELLA SOUTH BAY: _____ **Date:** _____

Print: Name & Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH PAMELA MCDANIEL
AS AN ADAPTIVE PHYSICAL EDUCATION CONSULTANT
FOR 2016-2017 SCHOOL YEAR

BACKGROUND INFORMATION:

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

The Special Education Department would like to extend the services to include initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost of \$10,000.00 for the remainder of 2016-2017 school year.

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with Pamela McDaniel as an Adaptive Physical Education Consultant for school year 2016-17 for an additional amount of \$10,000.00 from the Special Education fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pmc*

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

\$10,000.00
(Amount)

Special Education Fund
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**PROFESSIONAL SERVICES AGREEMENT
WITH
PAMELA McDANIEL**

For Adaptive Physical Education Consultant Services

AMENDMENT

This AMENDMENT is made effective on November 11, 2016, and it is made by and between Pamela McDaniel hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the District.

WHEREAS, the Consultant and District's current agreement dated July 1, 2016 currently provides services initial and triennial assessments for students who require Adaptive Physical Education (APE) evaluations and participates in IEP meetings to present assessment results and students' progress.

WHEREAS, the District would like to include additional services initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost not to exceed \$10,000.00.

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

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of \$10,000.00 to original contract. The new contract not to exceed amount is \$20,000. All other terms and conditions on original agreement dated July 1, 2016 remain the same.

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

CONSULTANT:

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

DISTRICT:

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

Signature

Pamela McDaniel
Name & Title

Pmcdaniel2009@yahoo.com
Email

Date signed

Signature

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

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

Date signed

/

Board approved **14B.6**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH AGUILAR AND ASSOCIATES – CHANGE ORDER

BACKGROUND INFORMATION:

On November 10, 2016, the Governing Board approved Aguilar & Associates for the Multi-Prime Construction Projects at La Mirada and Smythe Schools. The approved projects are ready to commence, but require that certain tasks be completed by Manzana Energy. It was agreed between Manzana Energy, Aguilar & Associates and the District, that Aguilar & Associates would engineer the parking areas for work at the above schools and will be de-scoped from the contract between Manzana Energy and the District. A Notice to Proceed dated November 30, 2016 was provided to Aguilar & Associates to avoid further delays on these projects.

RECOMMENDATION:

Approve/Ratify the Change Order to the agreement with Aguilar & Associates for Civil Engineer Services to engineer the parking areas at La Mirada and Smythe Schools at a not to exceed amount of \$48,378.00 from the building fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition#

Yes No

Yes No

\$48,378.00

(Amount)

Building Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



San Ysidro School District

*Quality education and opportunity
for all students to succeed*

Julio Fonseca, Ed.D.
Superintendent

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

Jose Arturo Sanchez Macias
Deputy Superintendent

NOTICE TO PROCEED

November 30, 2016

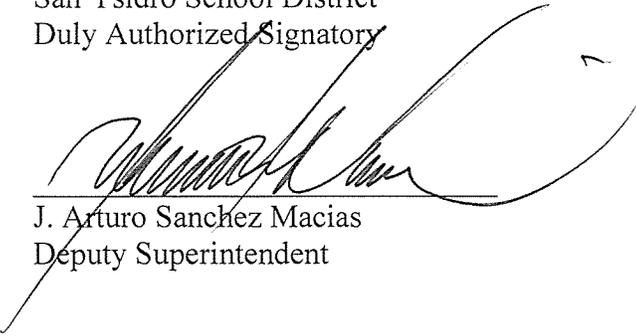
Guillermo Aguilar, AIA
Aguilar & Associates
1400 Quail Street, Suite 255
Newport Beach, CA 92660

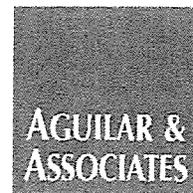
Dear Mr. Aguilar:

In reference to the Aguilar & Associates' Professional Architectural/Engineering Services Proposal for Additional Civil Engineering work for La Mirada and Smythe Elementary Schools, to engineer the parking areas for work that is being de-scoped from the San Ysidro School District's contract with Manzana Energy dated November 21, 2016. The District hereby submits to Aguilar & Associates this Notice to Proceed in relation to the Scope of Services as defined on the attached Proposal/Change Order.

Sincerely,

San Ysidro School District
Duly Authorized Signatory


J. Arturo Sanchez Macias
Deputy Superintendent



November 21, 2016

Mr. Arturo Sanchez Macias
Deputy Superintendent,
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

VIA E-MAIL: Arturo.macias@sysd.k12.ca.us

Subject: **Professional Architectural/Engineering Services Proposal for San Ysidro School District:
Additional Civil Engineering work for La Mirada and Smythe Elementary Schools, to engineer
the parking areas for work that is being de-scoped from SYSD's contract with Manzana Energy**

Dear Mr. Sanchez Macias:

Aguilar & Associates is pleased to present this scope change proposal for the engineering of the parking lot areas for both, Smythe, and La Mirada schools. It is our understanding that the District wishes to de-scope this service from Manzana Energy's contract with the District and direct Aguilar & Associates to execute these services per attached exhibits.

Attached please find Exhibit A which represents our understanding of the scope of the project based on our telephone conversations, meetings with Manzana Energy, and our team meeting last Friday, November 18th, and Exhibit B which covers the additional area of work.

Please feel free to correct our understanding and work plan, if needed.

SCOPE OF WORK AND FEE

1. Attached Exhibit A – Engineering Scope and Fee
2. Attached Exhibit B – Location and Limits of the added services

Please add 10% coordination and management fee, and which includes coordination with Civil Engineer and Manzana Energy.

FEE SUMMARY

Smythe Elementary School	\$21,305.00
La Mirada Elementary School	\$22,675.00
10% Consultant Coordination and Management Fee	\$ 4,398.00
Total Fee:	\$48,378.00



The current scope and fee does not include design or programming for the future hot wire installation, inverter design and final location, transformers, and electrical distribution design, and any other element of design that is a part of Manzana Energy installations.

EXCLUDED SERVICES

The following services have not been included in this proposal:

All excluded services above, and,

1. Application and presentation to municipal agencies regarding Manzana’s scope of work
2. Code reviews and analysis for the Manzana’s provided engineering drawings, which includes the de-scoped services as described above.
3. Any other engineering disciplines including Structural, Mechanical, Electrical, Plumbing and Fire Protection engineering

SCHEDULE

We are prepared to commence these services upon receipt of your written authorization to proceed. Because of the tight deadlines and schedule constraints, we graciously request your approval to proceed not later than the end of the day today if all possible.

* * * * *

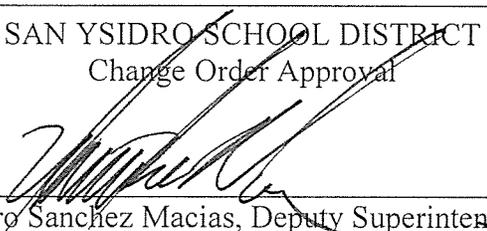
If you find this proposal satisfactory, it will be used as the basis for a Change Order per the terms and conditions incorporated on our Basic Agreement. Arturo, if you have any questions, please contact me at 949 230-8875. I will be pleased to review and discuss this proposal with you.

Thank you for the opportunity to submit this Change Order proposal to you. We enthusiastically look forward to continue our working relationship with you and your team on these projects.

Very truly yours,
Aguilar & Associates

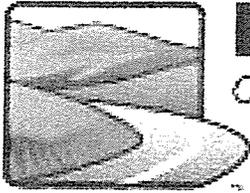
Guillermo Aguilar, AIA
Principal

SAN YSIDRO SCHOOL DISTRICT
Change Order Approval



J. Arturo Sanchez Macias, Deputy Superintendent

Date: November 30, 2016



PENCO ENG

Client Success is Our Success

EXHIBIT A-1

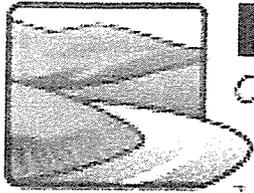
COMPENSATION FOR SERVICES

**SYSD - Smythe Avenue Elementary School
1880 Smythe Avenue, San Ysidro, CA 92173**

FOR:

11/21/16

TASK	DEPT PHASE	DESCRIPTION	TOTAL FEE
		CIVIL ENGINEERING	
		PHASE I - DESIGN DOCUMENT PREPARATION	
004	S871	1. Topographic Survey	\$5,700
001	P780	2. As-Built Research (including utilities)	\$2,525
		PHASE I SUBTOTAL	\$8,225
		PHASE II - CONSTRUCTION DOCUMENT - PS&E	
001	F160	1. Demolition Plan	\$2,100
001	F664	2. Grading and Paving Plan	\$3,410
001	F809	3. Signing and Striping Plan	\$1,940
001	F820	4. Specifications Outline	\$2,060
001	F740	5. Quality Assurance / Quality Control (QA/QC)	\$1,510
001	F000	6. Coordination with Solar Energy Company	\$2,060
		PHASE II SUBTOTAL	\$13,080
		TOTALS	\$21,305



PENCO ENG

Client Success is Our Success

EXHIBIT A-2

**COMPENSATION FOR SERVICES
SYSD - La Mirada Elementary School**

FOR:

222 Avenida De La Madric, San Ysidro, CA 92173

11/21/16

TASK	DEPT PHASE	DESCRIPTION	TOTAL FEE
		CIVIL ENGINEERING	
		PHASE I - DESIGN DOCUMENT PREPARATION	
004	S871	4. Topographic Survey	\$5,700
001	P780	5. As-Built Research (including utilities)	\$2,525
		PHASE I SUBTOTAL	\$8,225
		PHASE II - CONSTRUCTION DOCUMENT - PS&E	
001	F160	1. Demolition Plan	\$2,100
001	F664	2. Grading and Paving Plan	\$4,780
001	F809	4. Signing and Striping Plan	\$1,940
001	F820	6. Specifications Outline	\$2,060
001	F740	8. Quality Assurance / Quality Control (QA/QC)	\$1,510
001	F000	9. Ccoordination With Solar Energy Company	\$2,060
		PHASE II SUBTOTAL	\$14,450
		TOTALS	\$22,675

EXHIBIT B-1

SMYTHE AVE ELEMENTARY SCHOOL

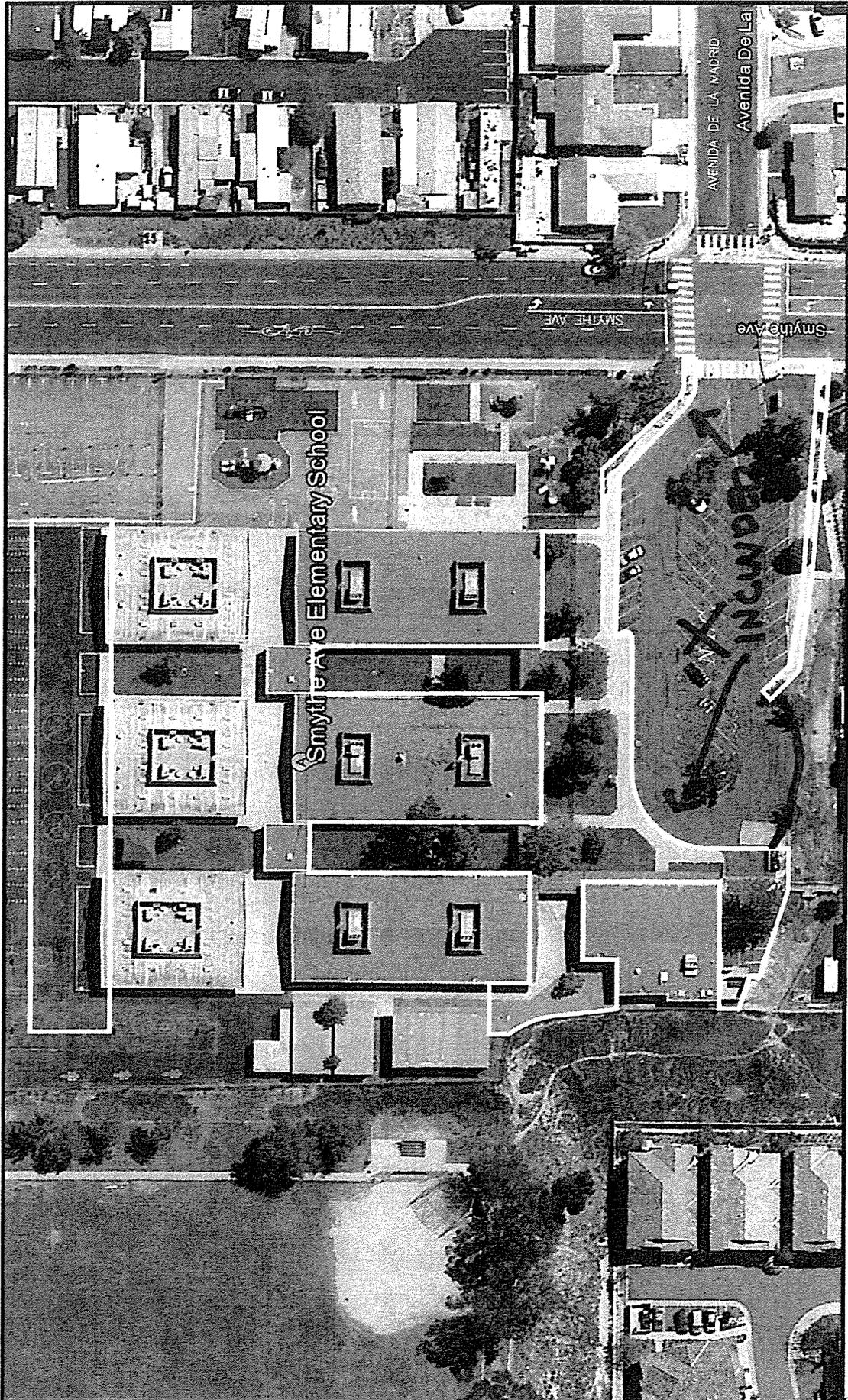
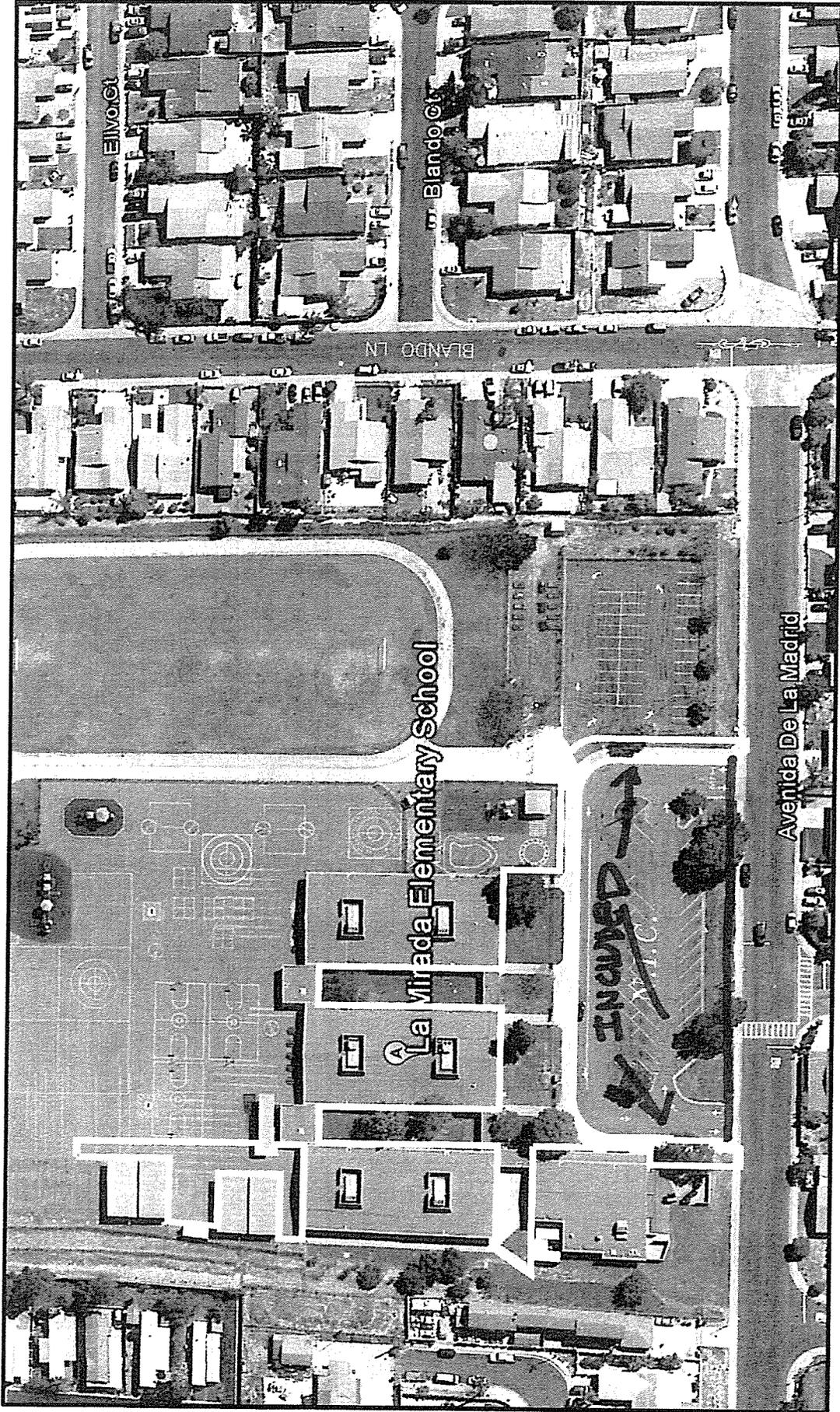


EXHIBIT B-2

LA MIRADA ELEMENTARY SCHOOL



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: INTERAGENCY AGREEMENT WITH UNIVERSITY CALIFORNIA
SAN DIEGO CENTER FOR COMMUNITY HEALTH FOR
SCHOOL WELLNESS PROGRAM

BACKGROUND INFORMATION:

UC San Diego (UCSD) Center for Community Health School Wellness Program has selected Sunset Elementary School to provide three years of School Wellness, Nutrition Education and Obesity Prevention Technical Assistance to establish school-based programs to improve healthful eating and increase opportunities for physical activity among their students and their families. The program will provide students, teachers, and administrators with the tools they need to create a healthy school environment that supports a culture of wellness.

On October 13, 2016, the Governing Board approved the Partnership Agreement with UCSD to provide the School Wellness Program at Sunset School. In addition to the Partnership Agreement, UCSD requires that an Interagency Agreement be in place to continue to develop and expand a framework of cooperation between UCSD and the District to develop mutually beneficial programs, projects and activities.

RECOMMENDATION:

Approve the Interagency Agreement with UC San Diego, Center for Community Health to provide a School Wellness Program at Sunset Elementary School at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

UC San Diego Center for Community Health
School Wellness Program

INTERAGENCY AGREEMENT

This Agreement is made and entered into this 13 day of October, 2016, in the State of California, by and between the San Ysidro School District, hereafter called the DISTRICT and University of California San Diego (UCSD) Center for Community Health hereafter called the CONTRACTOR AGENCY.

WITNESSETH: That the Contractor Agency, for and in consideration of the covenants, conditions, agreements and stipulations of the District hereinafter expressed, does hereby agree to furnish to the District services and materials as follows;

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between COLLABORATOR and the UCSD to develop mutually beneficial programs, projects and activities, hereafter Study. *[no elaboration needed as bullet points below are descriptive]*

B. The Contractor will provide the following:

- Training and technical assistance to complete the CDC School Health Index (SHI) tool;
- Guidance in the development of a three-year school wellness action plan;
- School Site Wellness Committee resources including, but not limited to, sample policy language, assistance implementing policies, recommendations how to improve policies and move them forward;
- Professional development & capacity building for classroom teachers (twice annually);
- Evidence-based curriculums aligned to academic standards and programming for grades K-5;
- Wellness resources to support school-based nutrition and physical activity;
- Templates for school communication regarding student well-being;
- Ongoing site visits and technical assistance from UC San Diego School Wellness staff;
- Support to highlight school's successes and seek recognition for achievements; and
- Collection of non-identifiable intervention data on SYSD wellness programs such as plate waste studies, number of attendees or participants at workshops or trainings, number of students participating in Harvest of the Month in the classroom.

C. The District will provide the following:

- support the ongoing linkage and collaboration between UCSD Center for Community Health, local school wellness resources, and district staff;
- space for UCSD Center for Community Health staff to provide staff trainings, conduct plate waste studies, and other health and wellness program interventions.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts UCSD or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERM. The term of this contract shall be from October 13, 2016, to and including June 30, 2019. This contract may be extended with the written consent of all parties.
4. TERMINATION. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
5. CONFIDENTIALITY

Neither party will disclose confidential information unless it is necessary to the Scope of Work. Any information considered by the disclosing party to be confidential will be clearly marked by the disclosing party in writing, as "Confidential Information" and sent only to the receiving party's Principal Investigator. Any oral information conveyed to the receiving party by the disclosing party shall be followed by a written communication within three (3) days that said information will be considered "Confidential Information." Except as required by law and/or by court order, the receiving party will not disclose Confidential Information for a period of three (3) years from the termination of this agreement. This obligation does not apply to information that was known to the receiving party prior to its receipt from the disclosing party that is independently developed by the receiving party, or becomes known at any time to third parties through no fault of receiving party. The receiving party will use reasonable efforts to protect the confidentiality of such information while in its possession.

6. COMPLIANCE

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

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement

and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Consultant/Service Provider from LEA/District continue to be the property of and under the control of the District. The Consultant will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Consultant will not be obtaining pupil-generated content.
 - In the event of an unauthorized disclosure of a pupil's records, the Consultant shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
 - The Consultant shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
 - Consultant certifies that a pupil's records shall not be retained or available to the Consultant upon completion of the terms of this Professional Services Agreement.
 - District agrees to work with Consultant to ensure compliance with FERPA.
 - Consultant shall not use personally identifiable information in pupil records to engage in targeted advertising.
 - Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.
7. Collaborator acknowledges that any responses, materials, correspondence or documents provided to UCSD are subject to applicable state and federal law, including the California Public Records Act and the federal Freedom of Information Act and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this agreement. The terms of this section shall survive the expiration or termination of this agreement.
8. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination, Conflicts of Interest and Immigration.
9. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through [June 30th, 2019] at which time it will expire unless extended.

10. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
11. INDEMNIFICATION. Parties mutually agree to protect, save, defend, indemnify and hold harmless each other, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by either Party, Parties' agents, officers, employees, subcontractors, or independent contractors hired by Parties under this Agreement. The only exception to responsibility to protect, save, defend and hold harmless is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of either Party. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by negligent Party.
12. INSURANCE. UC San Diego Center for Community Health is self-insured per the attached policy.

All Coverages. Insurance policy required by this Agreement shall be not be suspended, voided, reduced in limits or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any insurance 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 any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

Contractor Agency hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this contract and agrees to furnish to District satisfactory evidence thereof at any time the District may request. Contractor Agency is required to carry commercial general liability with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage and name District, its officer, agents, and employees as additionally insured. Contractor Agency shall provide District with a certificate of insurance and endorsements evidencing this coverage.

GOVERNING Law. This agreement shall be governed by and construed and interpreted in accordance with the laws of California.

13. THE PARTIES ACKNOWLEDGE THAT THE WORK SET FORTH IN ARTICLES B AND C IS EXPERIMENTAL IN NATURE AND NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, WARRANTIES AGAINST INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of District to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor Agency of any of the provisions, therefore, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of District to thereafter enforce each and every such provision.

AGREED:

FOR: SAN YSIDRO SCHOOL DISTRICT

Date: _____
J. Arturo Sanchez Macias, Deputy Superintendent

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF ITS SAN DIEGO CAMPUS:

Date: _____
Franklin Garrett, Senior Contract Officer
Office of Contract & Grant Administration

Read and Acknowledged:

(PI)

Signature

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 2016 by and between San Ysidro School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's Board of Education that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the San Ysidro School District ("District") has determined that UCSD Center for Community Health ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated October 13, 2016 by and between the District and Contractor because:

The Contractor's employees will have limited contact with District students during the course of the Contract;
Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

_____.

School District Official

Date

CONTRACTOR & SUBCONTRACTOR TB TEST REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____, 2016 by and between San Ysidro School District ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's Board of Education that all employees have completed tuberculosis testing the same as is required in Education Code Section 49406 and that the test consists of an approved intradermal tuberculin test, which if positive, is followed by a chest x-ray of the lungs. Thereafter, the Contractor shall ensure that the employees who are skin test negative have undergone the foregoing examination at least once every four years.

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code Section 49406, the San Ysidro School District ("District") has determined that UCSD, Center for Community Health ("Contractor") is exempt from the TB test requirements for the Contract dated October 13, 2016 by and between the District and Contractor because:

The Contractor's employees will have limited or no contact with District students during the course of the Contract;

School District Official

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LETTER OF ENGAGEMENT WITH PILLSBURY WINTHROP SHAW
PITTMAN LLP FOR LEGAL SERVICES

BACKGROUND INFORMATION:

Administration is recommending to retain the legal services of Pillsbury Winthrop Shaw Pittman LLP to represent the District in connection with the regulation of school district water supplied under the Safe Drinking Water Act.

Hourly Professional Rates:

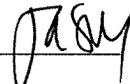
Attorney/Paralegal: \$532 - \$685 per hour

Additional costs may be incurred per Addendum.

RECOMMENDATION:

Approve/Ratify the Letter of Engagement with Pillsbury Winthrop Shaw Pittman LLP for legal services on an as needed basis.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Per Letter of
Engagement

(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



Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, Suite 2800 | Los Angeles, CA 90017-5406 | tel 213.488.7100 | fax 213.629.1033

Mark E. Elliott
tel: 213.488.7511
mark.elliott@pillsburylaw.com

November 10, 2016

Julio Fonseca
Superintendent
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

Dear Mr. Fonseca:

This letter confirms that San Ysidro School District (“you”) has engaged Pillsbury Winthrop Shaw Pittman LLP to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

1. Scope of Engagement and Fees. You have asked us to represent you in connection with regulation of school district water supplied under the Safe Drinking Water Act.

Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

2. Identity of the Client. Unless agreed otherwise in writing, San Ysidro School District (and its Board of Education) will be our sole client in this engagement. You understand that we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders.

3. Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.

4. Advance Conflicts Waiver. Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or

compete with one another. Our website, www.pillsburylaw.com, describes the types of clients we represent, the locations where we practice, and the matters we typically handle.

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have specific agreement from you in advance that we may do so.

Your signature on this letter confirms that you understand and agree that we may take on such unrelated matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and that we recommended that you do so.

5. Termination or Withdrawal. Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

You may terminate this representation at any time, with or without cause, by providing written notice to us. In the event of such termination, you agree to pay for our time and expenses incurred on your behalf for copying and transferring files to other legal counsel.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.

6. Arbitration of Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association. The arbitration will be governed by the rules for complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

To the extent that New York rules would apply to a dispute between us that cannot be readily resolved, you may have the right to request non-binding arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under applicable bar association procedures. By signing this engagement letter, you expressly waive that right and agree to binding private arbitration as provided above.

7. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

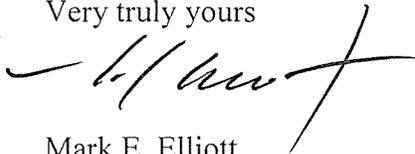
8. Additional Engagements. If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.

Julio Fonseca
November 10, 2016
Page 4

9. Review and execution. Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

Very truly yours



Mark E. Elliott
Enclosure: ADDENDUM

Accepted and agreed to:

SAN YSIDRO SCHOOL DISTRICT

By: _____



Julio Fonseca

Dated: November __, 2016

Board approved/ratified: December 14, 2016

**ADDENDUM
BILLING AND DISBURSEMENTS**

1. Our Billing Policies and Procedures. Our fees are based on the number of hours devoted to this engagement. The current rates for our attorneys and paralegals who will work on your matter are as follows:

Attorney/Paralegal Name	Rate
Julia E. Stein	\$532
Andrew W. Homer	\$600
Mark E. Elliott	\$685

From time to time, it may become necessary or desirable to assign different or additional attorneys or paralegals to work on your matter. You agree that we may charge our hourly rates currently in effect at the time the work is performed.

Our standard hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors. We will provide you with notice of any adjustment in rates for professionals working on your matter.

Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due upon your receipt of our statement.

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is not paid within 35 days following the date of the statement, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35th day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due.

2. Estimates of Fees and Expenses. Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

3. Disbursements. In the course of our engagement we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the course of the engagement is set forth below.

PILLSBURY WINTHROP SHAW PITTMAN LLP
DISBURSEMENT CHARGE RATES ¹ - USD
As of 09/01/2016

DISBURSEMENT/EXPENSE*

CLIENT CHARGE BASIS

Computer

Litigation Support Data Hosting charges

\$20 per GB per month

Computer Research (LexisNexis and Westlaw), etc.

Charged based on standard vendor rates per search, less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search.

Document Processing

\$60/hr. - Basic (Simple creation and editing; basic PowerPoint, Excel and Acrobat services)

\$75/hr. - Standard (Forensics and troubleshooting; advanced PowerPoint, Excel and Acrobat services)

\$90/hr. - Premium (Graphic design; SIs; non-standard programs; financial tables)

Document Preparation

Convenience Copies, Printing, Scanning

\$0.19 per page – Black and white

\$0.44 per page - Color

Copy Center Reproduction and Printing (Photocopies, scans, images, etc.)

\$0.15 per page (for jobs under 3,500 counts)

\$0.10 per page (for jobs of 3,500 counts or more)

Oversized Copies

\$0.75 per page

Color Copies

\$0.40 per page (for jobs under 3,500 counts)

\$0.35 per page (for jobs of 3,500 counts or more)

Document Binding (Briefs, formal presentation documents, etc.)

\$1.25 per binding

CD Burn

\$5.00 per burn

DVD Burn

\$7.50 per burn

Tabs

\$0.20 per tab

Litigation Preparation (Copying, scanning, etc).

\$0.10 per page (light)

\$0.12 per page (medium)

\$0.15 per page (heavy)

* There is no charge for postage, faxes or domestic and international phone calls

¹ All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$2500) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.

\$0.19 per page (glass work)

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities (“CPA”) or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

4. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms (“eDiscovery databases”), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm’s network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up-to-date.

5. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you (“Client Files”) and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Executive Director

AGENDA ITEM: AGREEMENT WITH PEOPLEADMIN INC. FOR TALENTED SOFTWARE

BACKGROUND INFORMATION:

The District would like to renew the agreement with PeopleAdmin Inc. to continue to use the TalentEd software product, an intuitive software used to recruit, hire, develop and retain employees. The software provides a secure, organized, and efficient personnel record keeping and documentation system that assists human resource employees in managing the cumbersome and time consuming work of "onboarding" employees in District.

RECOMMENDATION:

Approve/Ratify the agreement with PeopleAdmin Inc. for the 3-year subscription to TalentEd software products in the annual amount of \$8,025.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviews: *Janet*

Financial Implications?

Yes No

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

Yes No

Requisition #:

(Amount)

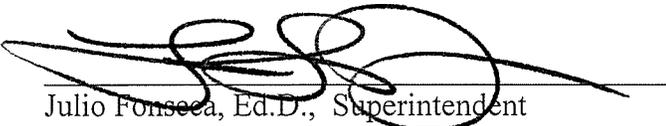
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:


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



Order Form

Order Number: 2016-09452

Quote Expiration Date: 1/30/2017

Contract Term (Months): 36

Presented To:

San Ysidro Elementary School District
 4350 Otay Mesa Rd
 San Ysidro, California 92173
 United States

Subscription Products		Annual Subscription Fee
Product Name		
TalentEd Records - Essentials Edition		\$8,025.00
	Total Annual Subscription	\$8,025.00
7% Annual Increase		Total
		\$8,025.00

Terms and Conditions:

Services are subject to the terms of the Master Services Agreement located at <https://www.peopleadmin.com/terms-and-conditions/> or as otherwise agreed to by the parties.

The term of the Agreement beginning December 18, 2016, extends the terms of the Agreement for 36 months and will automatically renew for successive 12 month terms unless otherwise specified.

All fees are due within 30 days of execution of this Order Form. Subsequent Service Fees for any Renewal Term will be due no later than thirty (30) days before the first day of such Renewal Term and are subject to a annual increase.

Except where required by law, the contents of this proposal should not be duplicated, used, or disclosed in whole or in part for any other purpose other than to evaluate this proposal or solicitation without express written permission of PeopleAdmin, Inc.

Customer: San Ysidro Elementary School District

Customer Signature

Name: _____

Title: _____

Date: _____

Contact Information for Accounts Payable/Billing

Name: _____

Email: _____

Phone: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR COMMUNITIES ADDRESSING TRAUMA PROJECT (ACT GRANT)

BACKGROUND INFORMATION:

The District and South Bay Community Services (SBCS) intend to work together to provide trauma-informed interventions focused on educational, social and emotional supports that will equip minority children and their families to remediate unhealthy behaviors with coping strategies, confidence building, approaches to communication, resilience, self-esteem building, problem-solving skills, educational attainment, and leadership skills that can transform their lives. The partners will achieve this by implementing the Communities Addressing Trauma Project utilizing the Addressing Childhood Trauma (ACT) Grant.

On October 13, 2016, the Governing Board approved these services. The agreement is being amended to include:

- Memorandum of Understanding – Revised to include termination, confidentiality indemnification and insurance information and requirements.
- Business Associate Agreement (Attachment A)

RECOMMENDATION:

Approve/Ratify the Amendment to the Memorandum of Understanding with South Bay Community Services for the Community Addressing Trauma Project from October 14, 2016 through June 30, 2017 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?
 Yes No

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

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



MEMORANDUM OF UNDERSTANDING

This represents an agreement between **South Bay Community Services (SBCS)** and **San Ysidro School District (SYSD)**. SBCS and SYSD intend to work together to provide trauma informed interventions focused on educational, social, and emotional supports that will equip minority children and their families to remediate unhealthy behaviors with coping strategies, confidence building, approaches to communication, resilience, self-esteem building, problem-solving skills, educational attainment, and leadership skills that can transform their lives. The partners will achieve this by implementing the Communities Addressing Trauma (ACT) Project ('the Project').

I. Provisions

South Bay Community Services agrees to:

- a. Act as lead agency for administration, fiscal management, and quality assurance of the Project;
- b. Hire and supervise a Program Director, responsible for overseeing the day-to-day operations of the Project;
- c. Hire, train, and supervise a school-based intervention team, based at Willow Elementary School, including Child & Family Coaches and Promotoras (Parent-Peer-Partners);
- d. Screen and assess two cohorts of children over 5 years, as they proceed from Kindergarten or 1st grade through to 4th or 5th grade, with a minimum of 50 children completing 5 years of interventions ('the Cohorts');
- e. Provide and coordinate a range of social-emotional screening, early identification, and mental health wellness and social-emotional interventions for the Cohorts and their families, using a variety of interventions including the Incredible Years program;
- f. Form a Family/Community Partnership to screen and serve the families of the Cohorts;
- g. Refer children for services who meet the criteria for specialty mental health services. Provide and share information with SYSD as a means to support youth/family participation and progress while adhering to Client Confidentiality and HIPAA guidelines;
- h. Hire an Evaluation Consultant and coordinate data collection and project evaluation;
- i. Participate in school and/or district meetings and events as required or requested;
- j. Provide outreach activities at the school as needed;
- k. Maintain regular communication with district representative regarding program updates;
- l. Oversee data gathering and reporting; and
- m. Facilitate linkages, cross-referrals, and collaboration between existing programs and the Project.

San Ysidro School District agrees to:

- a. Facilitate access to Cohort students and parents at Willow Elementary School;
- b. Facilitate access to student data at Sunset Elementary School as a comparison group for the purposes of evaluation;
- c. Provide access, referral, and collaboration of a continuum of services to the Cohort and their families;

- d. Participate in regularly scheduled Advisory Board meetings;
- e. Provide and share information as a means to support youth/family participation and progress while adhering to the Client Confidentiality Plan;
- f. Provide cooperation and information for evaluation and measurement of components of the project by working closely with SBCS and San Diego State University Research Foundation, in furtherance of data collection relative to the evaluation, project indicators, and required reporting; and
- g. Provide office space, meeting rooms, staff time, and support services to support Cohort progress throughout the project.
- h. Maintain regular communication with SBCS Program Director regarding program updates.

II. Duration of the agreement

This agreement is effective from the date it is signed by both parties and is effective during the period commencing October 14, 2016 to June 30, 2017 and for any continuations contingent upon future funding.

III. Termination

This agreement terminates when the Office of Minority Health funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

IV. Confidentiality

SYSD acknowledges that its staff may acquire information from a variety of sources concerning or belonging to SBCS and/or its clients during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information of SBCS, including all information regarding its trade secrets, copyrighted materials, business plans and affairs, research, services, marketing strategies, financial condition, personnel, clients and donors, which has not been disclosed to the public by a duly authorized representative of SBCS. SYSD agrees to maintain the confidentiality of this information. SYSD also agrees that it will not directly or indirectly use or disclose any such information during or after the term of this Memorandum to any persons or entities, unless such persons or entities are expressly authorized by duly authorized representatives of SBCS to receive such information.

For the purposes of this Memorandum of Understanding, the signature by SYSD on this document and the attached Business Associate Contract (**Attachment A**) ensures that SYSD shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. SYSD, a Business Associate of SBCS as defined by HIPAA regulations, shall not use or further disclose protected health information other than as permitted or required by this Memorandum or as required by law.

V. Indemnification

SBCS hereby indemnifies, defends, and holds harmless SYSD, its Board, officers, employees, agents, independent contractors, consultants and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of

temporary classrooms, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of SBCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

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

SBCS shall have no obligation to indemnify, defend, or hold harmless San Ysidro School District, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for SYSD's sole negligence or willful misconduct; and the SYSD shall have no obligation to indemnify, defend, or hold harmless SBCS, its Board, officers, employees, agents, independent contractors, consultants and other representatives for SBCS's sole negligence or willful misconduct. This indemnity shall survive the termination of this Memorandum and is in addition to any other rights or remedies that SBCS or SYSD may have under the law or this Memorandum.

VI. Insurance

SBCS shall maintain Public Liability and Property Damage Insurance to protect it and SYSD (as an additional insured) from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Memorandum. The minimum amounts of such insurance shall be as hereinafter set forth.

Amount of Insurance

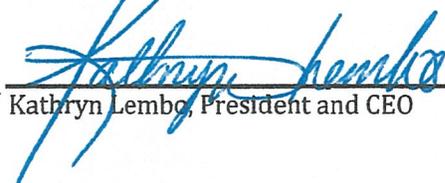
Commercial General Liability	\$1,000,000 per occurrence
Auto Liability for Owned & Non-Owned Vehicles	\$1,000,000 per occurrence
Excess Liability	\$4,000,000 per occurrence and aggregate
Sexual Misconduct	\$1,000,000 per occurrence

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. SBCS shall have on file, Certificates of Insurance indicating a thirty-day (30) cancellation notice.

VII. Execution of Agreement

The parties have executed this Agreement as set forth below.

South Bay Community Services
430 F Street
Chula Vista, CA 91910



Kathryn Lembo, President and CEO

Date: 10/7/2016

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

Julio Fonesca, Ed. D., Superintendent

Date: _____

Attachment A
Business Associate Agreement

This Business Associate Agreement ("BAA") supplements and is made a part of any and all agreements ("Agreement(s)") entered into by and between South Bay Community Services, a California nonprofit corporation ("SBCS") and San Ysidro School District ("BUSINESS ASSOCIATE") and is dated effective as of October 14, 2016 ("Effective Date").

RECITALS

- A. SBCS and BUSINESS ASSOCIATE desire to protect the privacy and provide for the security of Protected Health Information (as that term is defined herein) used by or disclosed to BUSINESS ASSOCIATE in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Health and Safety Code §1280.15, California Civil Code §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), and the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time.
- B. BUSINESS ASSOCIATE provides services to SBCS, or performs or assists in the performance of SBCS activities or functions, involving the use or disclosure of Protected Health Information in the course of such service or assistance.
- C. SBCS wishes to disclose to BUSINESS ASSOCIATE certain information, some of which may constitute Protected Health Information or Medical Information (herein collectively referred to as "PHI").

Therefore, intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. EFFECT OF BAA. This BAA amends, supplements and is made a part of any and all Agreement(s) between SBCS and BUSINESS ASSOCIATE, regardless of whether the Agreement(s) shall have been entered into before or after the Effective Date of this BAA. To the extent that the terms of the Agreement(s) are inconsistent with the terms of this BAA, the terms of this BAA shall control.

2. DEFINITIONS.

2.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under HIPAA and the HIPAA regulations, including 45 CFR §164.402, as well as California Civil Code §§ 1798.29 and 1798.82.

2.2 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by health care clinicians and staff, or others, and shall have the meaning given to such term under the HITECH Act, including Section 13400(5).

2.3 "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code §§ 1798.29 and 1798.82.

2.4 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.5 "Medical Information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental or physical condition, or treatment and shall have the meaning given to such term under California Civil Code § 56.05.

2.6 "Protected Health Information" ("PHI") means any information, including Electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR § 160.103. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code §§ 56.05 and 1798.82.

2.7 "Secretary" means the Secretary, Department of Health and Human Services, or his or her designee.

2.8 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.304.

2.9 "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of an Encryption or Destruction technology or methodology specified by the Secretary in guidance issued under Section 13402(h)(2) of the HITECH Act on the Health and Human Services Web site, as such guidance may be revised from time to time, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR § 164.402.

2.9.1 "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached, and shall have the meaning given to such term under HIPAA and HIPAA Regulations, including 45 CFR § 164.304.

2.9.2 "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such

that the PHI cannot be read, retrieved, or otherwise reconstructed. Redaction is inadequate for the purposes of destruction.

3. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

3.1 Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing a function or activity for or on behalf of the SBCS. To the extent the BUSINESS ASSOCIATE carries out one or more of SBCS's obligation(s) under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE must comply with the requirements of Subpart E that apply to the SBCS in the performance of such obligation(s).

3.1.1 Minimum Necessary. With respect to the use, access, or disclosure of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall limit such use access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accordance with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.

3.1.2 Documentation of Disclosures. With respect to any disclosures of PHI by BUSINESS ASSOCIATE as permitted under section 3.1, BUSINESS ASSOCIATE shall document such disclosures including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.

3.1.3 Modification of PHI. Except as permitted under section 3.10.2 below, BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access other than to correct errors, or derive new data from such existing data. BUSINESS ASSOCIATE shall record any modification of data and retain such record for a period of seven (7) years.

3.1.4 Electronic Transaction Standards. Where applicable, BUSINESS ASSOCIATE shall adhere to the transaction standards as specified in 45 CFR §§ Parts 160 and 162.

3.2 Other Permitted Uses and Disclosures of PHI. BUSINESS ASSOCIATE may, if necessary and only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's business, (ii) to provide data aggregation services relating to the health care operations of SBCS, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 3.3, below. BUSINESS ASSOCIATE shall obtain reasonable assurances from the person to whom the PHI is being disclosed that, as required under this BAA, the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. BUSINESS ASSOCIATE shall require that any Breaches or Security Incidents be immediately reported to BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall then report the Breach or Security Incident to SBCS in accordance with section 3.7.

3.3 Nondisclosure of PHI. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose SBCS's PHI other than as permitted or required under any agreement it has with SBCS, including this BAA, or as required by law or regulation.

3.3.1 Disclosures Required by Law. In the event BUSINESS ASSOCIATE is required by law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify SBCS of such requirement. BUSINESS ASSOCIATE

shall give SBCS sufficient opportunity to oppose such disclosure or take other appropriate action before BUSINESS ASSOCIATE discloses the PHI.

3.3.2 Legal Process. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require the disclosure of PHI, BUSINESS ASSOCIATE shall promptly, and in any case within two (2) business days of its receipt of such legal process or request, notify SBCS. BUSINESS ASSOCIATE shall not disclose the PHI without SBCS'S consent unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

3.4 Prohibition on Sale of PHI for Remuneration. Subject to the limitations set forth in Section 13405(d)(2) of the HITECH Act, BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for any of SBCS's PHI unless BUSINESS ASSOCIATE first obtains authorization from SBCS. SBCS shall not grant such authorization unless the subject of the PHI has granted SBCS a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the individual's PHI.

3.5 Security Standards. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of SBCS's Electronic PHI information that it creates, receives, maintains, or transmits on behalf of the SBCS and (ii) to prevent any use or disclosure of SBCS's PHI other than as provided by the Agreement(s) and this BAA. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in the HIPAA Security Rule (the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164).

3.6 Security Documentation. BUSINESS ASSOCIATE shall maintain the policies and procedures implemented to comply with section 3.5 in written form (paper or electronic). If an action, activity or assessment is required to be documented, BUSINESS ASSOCIATE shall maintain a written record (paper or electronic) of the action, activity, or assessment, shall retain the documentation for six (6) years from the date of its creation or the date when it last was in effect, whichever is later, make documentation available to those persons responsible for implementing the procedures to which the documentation pertains, and review documentation periodically, and update as needed, in response to environmental or operational changes affecting the security of the PHI.

3.7 Notification of Breaches and Security Incidents. BUSINESS ASSOCIATE shall notify SBCS in both writing and via email as soon as possible, but in no event more than two (2) business days, after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving SBCS's PHI. BUSINESS ASSOCIATE shall be deemed to be aware of any Breach or Security Incident as of the first day on which such Breach or Security Incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. BUSINESS ASSOCIATE shall identify as soon as practicable each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident. BUSINESS ASSOCIATE shall cooperate in good faith with SBCS in the investigation of any Breach or Security Incident.

3.7.1 Contact Information for Breaches. The following contacts shall be used for the notification of any breaches:

SBCS Privacy Officer	SBCS Security Officer(s)
Pam Wright pwright@csbcs.org	Scot Hadzima & Dan Herrera MIS@csbcs.org
430 F Street Chula Vista CA 91910 (619) 420-3620	430 F Street Chula Vista CA 91910 (619) 420-3620

3.8 Prompt Corrective Actions. In addition to the notification requirements in section 3.7 above, and with prior notice to the SBCS, BUSINESS ASSOCIATE shall take (i) prompt corrective action to remedy any Breach or Security Incident, (ii) mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BUSINESS ASSOCIATE, and (iii) take any other action required by applicable federal and state laws and regulations pertaining to such Breach or Security Incident.

3.8.1 Notification of Corrective Action and Provision of Policies. BUSINESS ASSOCIATE will provide written notice to SBCS as soon as possible but no later than ten (10) calendar days after discovery of the Breach or Security Incident of (i) the actions taken by BUSINESS ASSOCIATE to mitigate any harmful effect of such Breach or Security Incident and (ii) the corrective action BUSINESS ASSOCIATE has taken or shall take to prevent future similar Breaches or Security Incidents. Upon SBCS's request, BUSINESS ASSOCIATE will also provide to SBCS a copy of BUSINESS ASSOCIATE's policies and procedures that pertain to the Breach or Security Incident involving SBCS's PHI, including procedures for curing any material breach of this BAA.

3.8.2 Lost or Indecipherable Transmissions. BUSINESS ASSOCIATE agrees to make reasonable efforts to trace lost or translate indecipherable transmissions. BUSINESS ASSOCIATE shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of BUSINESS ASSOCIATE.

3.9 RIGHTS and RESPONSIBILITIES of SBCS.

3.9.1 Right of SBCS to Accounting or Audit. Within fifteen (15) calendar days of SBCS's request, BUSINESS ASSOCIATE shall provide, at BUSINESS ASSOCIATE's expense, an audit or written accounting of the uses and disclosures of SBCS's PHI made by BUSINESS ASSOCIATE and its Agents, if: (i) SBCS receives credible information that there has been a Breach or Security Incident involving SBCS's PHI, or (ii) if SBCS determines that the written notice provided in section 3.8.1 does not provide sufficient assurances that the Breach or Security Incident involving SBCS's PHI has been remedied.

3.9.2 SBCS's Right to Terminate. If BUSINESS ASSOCIATE fails to provide the accounting or audit in a timely manner, or if SBCS is not satisfied that the corrective action is sufficient to reasonably prevent similar Breaches or Security Incidents in the future, SBCS may terminate its applicable Agreements with BUSINESS ASSOCIATE in accordance with section 5, below.

3.9.3 Costs Related to Inappropriate Use, Access or Disclosure of PHI. If BUSINESS ASSOCIATE fails to adhere to any of the privacy, confidentiality, and/or data security provisions set forth in this BAA or any other agreement it has with SBCS or if there is a Security Incident or Breach of PHI in

BUSINESS ASSOCIATE's possession and, as a result, PHI or any other confidential information is unlawfully accessed, used or disclosed, BUSINESS ASSOCIATE agrees to pay and reimburse SBCS for any and all costs, direct or indirect, incurred by SBCS associated with any Security Incident or Breach notification obligations. BUSINESS ASSOCIATE also agrees to pay for any and all fines and/or administrative penalties imposed for such unauthorized access, use or disclosure of confidential information or for delayed reporting if it fails to notify the SBCS of the Breach or Security Incident as required by this BAA.

3.9.4 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from SBCS (or created or received by BUSINESS ASSOCIATE on behalf of SBCS) available to any state or federal agency, including the U.S. Department of Health and Human Services, for purposes of determining SBCS's and/or BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.9.5 Inspection of Records. Within twenty (20) calendar days after SBCS's written request, BUSINESS ASSOCIATE shall make available to SBCS and its authorized agents, during normal business hours, all facilities, systems, procedures, records, books, agreements, policies and procedures relating to the use and/or disclosure of SBCS's PHI for purposes of enabling SBCS to determine BUSINESS ASSOCIATE's compliance with federal/state privacy and security laws and regulations.

3.10 Rights of Individuals.

3.10.1 Individual's Right to Request Restrictions of PHI. BUSINESS ASSOCIATE shall notify SBCS in writing within five (5) business days after receipt of any request by individuals or their representatives to restrict the use and disclosure of the PHI BUSINESS ASSOCIATE maintains for or on behalf of SBCS. Upon written notice from SBCS that it agrees to comply with the requested restrictions, BUSINESS ASSOCIATE agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of SBCS.

3.10.2 Individual's Request for Amendment of PHI. BUSINESS ASSOCIATE shall inform SBCS within five (5) business days after receipt of any request by or on behalf of the subject of the PHI to amend the PHI that BUSINESS ASSOCIATE maintains for or on behalf of SBCS. BUSINESS ASSOCIATE shall, within twenty (20) calendar days after receipt of a written request, make the subject's PHI available to SBCS as may be required to fulfill SBCS's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526. BUSINESS ASSOCIATE shall, as directed by SBCS, incorporate any amendments to SBCS's PHI into copies of such PHI maintained by BUSINESS ASSOCIATE.

3.10.3 Individual's Request for an Accounting of Disclosures of PHI. BUSINESS ASSOCIATE shall document all disclosures of PHI and, within twenty (20) calendar days after receipt of a written request, make available to SBCS, and, if authorized in writing by SBCS, to the subject of the PHI, such information maintained by BUSINESS ASSOCIATE or its agents as may be required to fulfill SBCS's obligations to provide an accounting for disclosures of SBCS's PHI pursuant to HIPAA, the HIPAA Regulations, including, but not limited to, 45 CFR § 164.528, and the HITECH Act, including, but not limited to Section 13405(c).

3.10.4 Electronic Health Records. If BUSINESS ASSOCIATE, on behalf of SBCS, uses or maintains Electronic Health Records with respect to PHI, SBCS may provide an individual, upon the individual's request, with the name and contact information of BUSINESS ASSOCIATE so that the

individual may make a direct request to BUSINESS ASSOCIATE for an accounting of disclosures made by BUSINESS ASSOCIATE during the three (3) years prior to the date on which the accounting is requested or as otherwise provided under the HITECH Act Section 13405(c)(4)(A) or Section 13405(c)(4)(B).

3.10.5 Access to PHI by the Individual. If SBCS determines that a an individual's PHI is held solely by BUSINESS ASSOCIATE or if BUSINESS ASSOCIATE is acting on behalf of SBCS to provide access to or a copy of an individual's PHI, BUSINESS ASSOCIATE shall, within five (5) calendar days after receipt of a written request, make available to SBCS, and, if authorized in writing by SBCS, to the subject of the PHI, such information as may be required to fulfill SBCS's obligations to provide access to or provide a copy of the PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.524.

3.10.6 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of SBCS, BUSINESS ASSOCIATE shall, upon request of SBCS, provide SBCS with the requested Electronic Health Record in an electronic format.

3.11 Compliance with Law. In connection with all matters related to this BAA, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations, 45 CFR §§ Parts 160, 162 and 164, and the HITECH Act, Subtitle D, part 1, California Civil Code §1798.29 and California Health and Safety Code §1280.15, as they may be amended from time to time.

4. BUSINESS ASSOCIATE'S AGENTS. Other than as expressly authorized herein, BUSINESS ASSOCIATE will provide SBCS's PHI only to persons or entities, including subcontractors, that have an agency relationship to BUSINESS ASSOCIATE and that have been approved in advance by SBCS ("Agents"). BUSINESS ASSOCIATE will provide PHI to Agents solely for the purposes of carrying out the Agreement.

4.1 BUSINESS ASSOCIATE shall require such Agents to agree to the same restrictions and conditions that are imposed on BUSINESS ASSOCIATE by this BAA, and to provide written assurance of such agreement, including, but not limited to, sections 3.5 ("Security Standards"), 3.6 ("Security Documentation") and 3.7 ("Notification of Breaches and Security Incidents").

5. TERMINATION AND OTHER REMEDIES.

5.1 Material Breach. A breach by either party of any material provision of this BAA shall constitute a material breach of the Agreement(s) between SBCS and BUSINESS ASSOCIATE. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

5.1.1 Terminate all applicable Agreements, including this BAA, immediately if the other party has breached a material term of this BAA.

5.1.2 Terminate the applicable Agreement(s), including this BAA, unless the other party, within five (5) business days, provides a plan to cure the breach and, within fifteen (15) business days, cures the breach;

5.1.3 In the case of a material breach of the BAA, if termination is not feasible, upon the non-breaching party's request, the breaching party shall:

(a) at its expense, provide a third-party review of the outcome of any plan implemented under section 5.1.2. to cure the breach;

(b) at its expense, submit to a plan of monitoring and reporting to demonstrate compliance with the BAA.

5.2 Effect of Termination - Return or Destruction of PHI held by BUSINESS ASSOCIATE or BUSINESS ASSOCIATE's Agents. Upon termination, expiration or other conclusion of the BAA for any reason, BUSINESS ASSOCIATE shall return or, at the option of SBCS, provide for the Destruction of all PHI received from SBCS, or created and received by BUSINESS ASSOCIATE on behalf of SBCS in connection with the BAA, that BUSINESS ASSOCIATE or its Agents still maintains in any form, and shall retain no copies of such PHI. Within thirty (30) calendar days after the termination of this BAA, BUSINESS ASSOCIATE shall both complete such return or Destruction and certify in writing to SBCS that such return or Destruction has been completed.

5.3 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to SBCS that return or Destruction of SBCS's PHI is not feasible, BUSINESS ASSOCIATE must provide SBCS with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If SBCS determines that return or Destruction is not feasible, this BAA shall remain in full force and effect and shall be applicable to any and all of SBCS's PHI held by BUSINESS ASSOCIATE or its Agents.

5.4 Other Remedies. Notwithstanding the foregoing rights to terminate the Agreement(s), SBCS shall have such other remedies as are reasonably available at law or equity, including injunctive relief.

5.5 Civil and Criminal Penalties. BUSINESS ASSOCIATE understands and agrees that it is subject to civil or criminal penalties applicable to BUSINESS ASSOCIATE for unauthorized use, access or disclosure of PHI in accordance with the HIPAA Regulations and the HITECH Act.

6. CHANGES TO THIS BAA.

6.1 Compliance with Law. The parties acknowledge that state and federal laws and regulations relating to electronic data security and privacy are rapidly evolving and that additional obligations and responsibilities may be imposed on BUSINESS ASSOCIATE to ensure compliance with the new laws and regulations. The parties specifically agree to comply with all applicable laws and regulations and take such action as may be necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI, without need to amend or modify this BAA.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. In addition to any general and/or professional liability insurance coverage required of BUSINESS ASSOCIATE under the Agreement, BUSINESS ASSOCIATE agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the security, privacy, or confidentiality obligations of BUSINESS ASSOCIATE, its officers, employees, agents and subcontractors, under this BAA. Such insurance coverage shall be maintained for the term of the Agreement, and a copy of such policy or a certificate evidencing the policy shall be provided to SBCS at SBCS's request.

7.2 Indemnification by BUSINESS ASSOCIATE. BUSINESS ASSOCIATE agrees to defend, indemnify, and hold harmless SBCS, its officers, employees and agents from and against any and all claims, liabilities, demands, damages, losses, costs and expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this BAA, to the extent such claims, liabilities, demands, damages, losses, costs and expenses (including costs and reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of BUSINESS ASSOCIATE, its officers, employees or agents.

8. MISCELLANEOUS PROVISIONS.

8.1 Assistance in Litigation or Administrative Proceedings. BUSINESS ASSOCIATE shall make itself, and any employees or agents assisting BUSINESS ASSOCIATE in the performance of its obligations under this BAA, available to SBCS at no cost to SBCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against SBCS, its directors, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy.

8.2 Independent Contractor. BUSINESS ASSOCIATE is an independent contractor and nothing in this BAA is intended to create or imply an agency or employment relationship between SBCS and BUSINESS ASSOCIATE.

8.3 No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than SBCS, BUSINESS ASSOCIATE and its respective agents, successors or assigns.

8.4 Number. Where the context admits, words in the plural include the singular, and the singular includes the plural.

8.5 Survival. The obligations of BUSINESS ASSOCIATE under Sections 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 5.2, 5.3, 5.5, 7.2, and 8.1 of this BAA shall survive the termination of any Agreement(s) between SBCS and BUSINESS ASSOCIATE.

8.6 Notices. Any notices to be given to either party shall be made via U.S. Mail or express courier to the address listed below:

If to BUSINESS ASSOCIATE, to:

Attention: _____

If to SBCS, to:

SOUTH BAY COMMUNITY SERVICES
430 F Street
Chula Vista, CA 91910
Attention: HIPAA Security Officer--MIS

Each party may change its address and that of its representative for notice by giving notice in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have duly executed this BUSINESS ASSOCIATE AGREEMENT.

SOUTH BAY COMMUNITY SERVICES,

By:  _____

Dina Chavez

(Print Name)

Associate Director

Title

dchavez@csbcs.org

Email Address

BUSINESS ASSOCIATE,

By: _____

(Print Name)

Title

Email Address

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of December 2016, by and between the San Ysidro School District, hereinafter called the "District", and:

South Bay Community Services
Company/Consultant

(619) 420-3620

Telephone Number

430 F Street, Chula Vista, CA 91910
Address

mtorre@csbcs.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: December 14, 2016

To: June 30, 2017

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

14B.12

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SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

Consultant agrees to provide the Learn to Swim Program to students at no cost to the District.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

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

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Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

SAN YSIDRO SCHOOL DISTRICT

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5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is not waiving this requirement.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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

CONSULTANT:	South Bay Community Services	
Name:	Mauricio Torre	
Title:	Department Director	
Address:	430 F Street	
City/State/Zip Code:	Chula Vista, CA 91914	
Telephone:	(619) 420-3620	
Email:	mtorre@csbcs.org	

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Omar Calleros
Title:	Deputy Superintendent	Coordinator of Full Day Community Schools
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3086
Email:	arturo.macias@sysd.k12.ca.us	Omar.calleros@sysd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT

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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

6 ENTIRE AGREEMENT

South Bay Community Services

Firm Name

Signature of Authorized Agent

Mauricio Torre, Department Director

Print Name, Title

Date:

(619) 420-3620

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

6 WARRANTY OF AUTHORITY

6 ENTIRE AGREEMENT

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Street Outreach Team Services

South Bay Community Services will ensure the delivery of quality street outreach services and case management to run away, homeless, sexually exploited and at-risk youth to provide resources and referrals for shelter, health care services, substance abuse and mental health counseling, and connection to family and other support systems to promote relationships with caring adults to exit youth from street life. Together we will support the San Ysidro School District in helping families to reach lives of self-sufficiency. An emphasis on stabilizing the family unit will be prioritized as resources and linkages to food distribution, employment support, and emergency shelter are available to meet the family's basic needs with the ultimate goal being creating healthy and successful students.

STREET OUTREACH TEAM SERVICES:
There is no cost implication to the District or to the individual.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Manuela Colom, Executive Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN YSIDRO HEALTH CENTER FOR YOUTH ENHANCEMENT SERVICES

BACKGROUND INFORMATION:

The San Ysidro Health Center's (SYHC) Youth Enhancement Services (YES) is a non-profit community health center incorporated under the State of California and provides comprehensive healthcare services at multiple locations in San Diego County.

The District believes in the value of maintaining the quality of school health services offered to students and their families. SYHC and the District desire to bring specialized health services to eligible families through the YES Early and Periodic Screening, Diagnosis and Treatment Program. The services include: ▪ Mental Health Services ▪ Individual, collateral, family and group psychotherapy services ▪ Medication support ▪ Case management services, and ▪ Rehabilitation and substance abuse counseling services. The term of this Memorandum of Understanding is from December 15, 2016 to December 9, 2021 (5 years).

RECOMMENDATION:

Approve the Memorandum of Understanding with San Ysidro Health Center for Youth Enhancement Services at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: *fact*

Financial Implications?
 Yes No

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

Requisition #

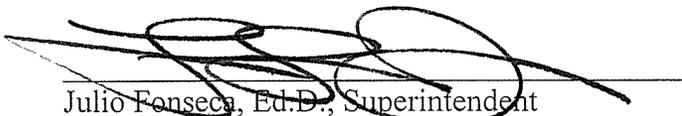
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is entered into and effective on December 9, 2016, (the “Effective Date”), by and between Centro de Salud de la Comunidad de San Ysidro, Inc. d/b/a Youth Enhancement Services (“Provider”) and San Ysidro School District, (“District”), (each a “Party” and collectively the “Parties”) with regard to the following:

RECITALS

WHEREAS, Provider is a non-profit community health center incorporated under the State of California and provides comprehensive healthcare services at multiple locations in San Diego County; and

WHEREAS, the District believes in the value of maintaining the quality of school health services offered to students and their families; and

WHEREAS, both Parties desire to provide mental health services, including individual, collateral, family and group psychotherapy services, medication support, case management service, and Rehabilitation and substance abuse counseling services, (hereinafter the “Services”) under the Early and Periodic Screening, Diagnosis and Treatment (“EPSDT”) program funded Mental Health Services to Medi-Cal eligible children/youth and under the Mental Health Services Act (“MHSA”) to eligible SED children/youth; and

WHEREAS, the purpose of this MOU is to set forth the responsibilities of each party with respect to the delivery of EPSDT and MHSA services;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

UNDERSTANDINGS OF THE PARTIES

1. Program Description: The EPSDT and MHSA Services shall be provided in accordance with the following:

- a) Provider shall provide services to children/youth who meet the eligibility criteria pursuant to Federal and State law governing EPSDT and MHSA Funded Services and the Provider’s separate contract with county of San Diego for the provision of EPSDT and MHSA funded services.
- b) EPSDT and MHSA Funded Services may include individual, collateral, family and group psychotherapy services, medication support, case management services, and Rehabilitation and substance abuse counseling services, as authorized by Federal and State law and approved by the Contract County holds with the provider.

2. District Responsibilities: The District's responsibilities shall include the following:

- a) Designation of consistent location within each school or other mutually agreed upon locations to be used by EPSDT and MHPA Services.
- b) Dates and times to be agreed upon by the parties including year round service location when school is not in session.
- c) Promotion of EPSDT and MHPA Funded services in the District schools and community.
- d) Assist in identification and referral of eligible students to Provider for EPSDT and MHPA funded services.
- e) Designation of staff to act as a liaison with Provider and County Liaison to assist in the implementation of EPSDT and MHPA Funded services.
- f) Facilitation and participation in cross-system training.
- g) Facilitation of family member's access to family treatment on campus when indicated.

3. Provider Responsibilities: Provider responsibilities shall include the following:

- a) Provider shall provide EPSDT and MHPA funded services to eligible children/youth referred by the District by employing qualified staff, per state and federal regulations governing such, and as set forth in Provider's contract with county of San Diego.
- b) Submission of monthly reports to the District specifying the number of students referred for services, the number of students served and the types of services the students and families received, and such additional information as agreed upon by the parties.
- c) Designation of staff to keep in close communication with and meet with school site referral teams (SST) and Community Resource Centers site referral teams (CRC) to facilitate appropriate referrals to provider and open communication between provider and school site staff.
- d) Designation of staff to act as a liaison with District and Community Resource Centers to assist in the implementation of EPSDT and MHPA Funded services.
- e) Billing the County of San Diego for all EPSDT and MHPA Services provided to the District under this MOU. The Parties entering into this MOU furthermore agree that the District shall not assume any financial responsibility for any of the Services rendered by Provider under terms of this MOU regardless of whether or not those Services are reimbursed by County of San Diego.

- f) **SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:** Provider agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Provider shall not be permitted to have any contact with District pupils until such time as Provider 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 Provider and/or its employees will have limited contact with District pupils or if Provider and/or its employees will be supervised at all times by District employees.

District's is waiving this requirement _____.

4. Term & Termination: This MOU shall commence as of the Effective Date and shall continue for a period of five (5) years therefrom, ending on December 9, 2021, unless otherwise terminated. This MOU may be terminated at any time upon the mutual written agreement of the Parties or upon thirty (30) days prior written notice from any Party to the other Party.

5. Confidentiality: The Parties acknowledge and agree to abide by the standards for privacy of individually identifiable health information promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the applicable provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

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

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

- Pupil records obtained by the Service Provider from LEA/District continue to be the property of and under the control of the District. The Provider will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Provider will not be obtaining pupil-generated content.

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

6. Indemnity: Each Party (an "Indemnitor") shall indemnify and hold harmless the other Party and its shareholders, officers, directors and affiliates ("Indemnitees") from and against any and all liabilities, damages, claims, causes of action, penalties, fines, losses, costs (including reasonable attorney's fees) and expenses incurred by any Indemnitee and arising out of or in connection with (i) any breach by an Indemnitor of any of its representations or covenants herein or (ii) any action or failure to act by an Indemnitor or any employee, agent, affiliate or representative of such Indemnitor.

7. Insurance: Provider 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, Provider shall not allow any subcontractor of Provider or employee to commence work until it has provided evidence satisfactory to the District. Provider 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 Provider, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

7.1 Minimum Scope of Insurance: Coverage shall be at least as broad as the following:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.

- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider 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.
- **Workers' Compensation** (Employer's Insurance): as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
- **Professional Liability** (Errors and Omissions): Insurance appropriate to the Provider's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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

- 7.2 Additional Insured Status: The District, its officers, officials, and employees, 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 Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Provider'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).
- 7.3 Primary Coverage: For any claims related to this contract, the **Provider'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 Provider's insurance and shall not contribute with it.
- 7.4 Notice of Cancellation: The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached**.
- 7.5 Waiver of Subrogation: Provider hereby grants to District a waiver of any right to subrogation which any insurer of said Provider may acquire against the District by virtue of the payment of any loss under such insurance. Provider 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.
- 7.6 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 Provider 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.

7.7 Verification of Coverage: Provider 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 Provider'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.

8. Miscellaneous Provisions: This MOU shall be governed by the laws of the State of California. This MOU constitutes the sole understanding of the Parties with regard to subject matter contained herein and incorporates all of the covenants, conditions, promises and agreements exchanged by the Parties hereto. This MOU supersedes any and all prior or contemporaneous negotiations, agreements, or communications, whether written or oral, between the Parties with respect to the subject matter of this MOU. This MOU may not be amended or modified except in writing signed by each of the Parties to this MOU.

9. Notices: All notices required or permitted by this MOU shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express, or other overnight courier that guarantees next day delivery and shall be deemed sufficiently given if served in the manner specified in this Section. The addresses for delivery or mailing of notices:

If to Provider:

Kevin Mattson
San Ysidro Health Center
1275 30th Street
San Diego, CA 92154

If to District:

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

IN WITNESS WHEREOF, the Parties hereto have agreed to and executed this MOU by their respective officers thereunto duly authorized as of the Effective Date set forth above. The respective signatories warrant, and represents that said individual(s) have the authority and proper authorization to execute this MOU.

San Ysidro Health Center, Inc.

San Ysidro School District

Kevin Mattson
President and CEO
1275 30th Street
San Diego, CA 92154

Dr. Julio Fonseca
Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173
Tax ID: _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of December 2016, by and between the San Ysidro School District, hereinafter called the "District", and

National Conflict Resolution Center (NCRC)

Company/Consultant

(619) 428-3200

Telephone Number

663 East San Ysidro Blvd. San Ysidro, Ca. 92173

Address

mstacey@ncrconline.com

Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: December 15, 2016

To: June 30, 2017

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 Consultant agrees to provide the conflict resolution services at no cost to the District.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

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

14B.14

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

14B.14

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

5.5 SAFETY

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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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:	National Conflict Resolution Center South Bay
Name:	Maria A Reed Stacey
Title:	Community Justice Program Manager
Address:	663 East San Ysidro Blvd.
City/State/Zip Code:	San Ysidro, CA. 92173
Telephone:	619-428-3200
Email:	mstacey@ncrconline.com

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	
Title:	Deputy Superintendent	
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3032
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

National Conflict Resolution Center

 Firm Name

San Ysidro School District

 Firm Name

Signature of Authorized Agent

 Maria A Reed Stacey

 Print Name, Title

Signature

 J. Arturo Sanchez Macias, Deputy Superintendent

 Print Name, Title

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

NCRC South Bay will provide free alternative dispute resolution services to San Ysidro School District through mediation process.

A specialized mediator will facilitate families to find solutions in the following areas:

- School attendance
- Communication
- Curfew
- Family relationships
- Respect
- House rules
- Any other conflicts that are affecting performance of students

NCRC South Bay will conduct monthly informational workshop to educate parents about the mediation process and ten basic tips to resolve conflicts.

NCRC South Bay will also provide other mediation assistance such as:

- Neighborhood disputes
- Landlord Tenant issues (rent, security deposits, repairs)
- Small claims court matters
- Civil restraining orders cases
- Other services as needed and applicable

Please refer to NCRC information card.

Note: These services are immediately available to school district families. Additional services can be discussed in a later time as per discussion with School Superintendent.

National Conflict Resolution Center
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Maria A. Reed Stacey,
South Bay Community Justice Program Manager

Print Name, Title

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO COUNTY, BORDER VIEW FOR THE LEARN TO SWIM PROGRAM

BACKGROUND INFORMATION:

YMCA of San Diego County – Border View is dedicated to helping people realize their fullest potential through youth development, healthy living and social responsibility. YMCA’s services will focus on teaching our students to: ▪ engage in healthy lifestyles and building self-confidence, ▪ learn water safety skills and swimming, and ▪ ensure children learn to be safe around water.

The Learn to Swim Program will be offered at no cost to the District from March 3, 2017 to May 5, 2017 during afterschool hours. Approximately 100 students will learn the fundamentals of water safety and the basic learning blocks of swimming.

RECOMMENDATION:

Approve the agreement with YMCA of San Diego County, Border View for the Learn to Swim Program at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: jaf

Financial Implications?

Yes No

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

Yes No

Requisition #

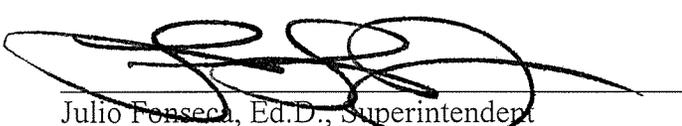
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of December 2016, by and between the San Ysidro School District, hereinafter called the "District", and

YMCA of San Diego County – Border View
Company/Consultant

Telephone Number

Address

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: March 3, 2017 To: May 5, 2017

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

Consultant agrees to provide the Learn to Swim Program to students at no cost to the District.

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

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

SAN YSIDRO SCHOOL DISTRICT

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Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES

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:	YMCA of San Diego County	
Name:		
Title:		
Address:		
City/State/Zip Code:		
Telephone:		
Email:		

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Omar Calleros
Title:	Deputy Superintendent	Coordinator of Full Day Community Schools
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3086
Email:	arturo.macias@sysd.k12.ca.us	Omar.calleros@sysd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

YMCA of San Diego County

Firm Name

Signature of Authorized Agent

Deanie Marin-Lucchesi, Executive Director

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

- The YMCA of San Diego County is dedicated to the quality of human life and to helping all people realize their fullest potential as children of God through the development of spirit, mind and body. We accomplish our mission through three areas of focus Youth Development, Healthy Living and Social Responsibility.
 - Through Youth Development, we teach water safety skills and swimming.
 - Through Healthy Living, we engage kids in healthy lifestyles and building self-confidence.
 - Thought Social Responsibility- we ensure children from the San Ysidro community learn to be safe around water.

- The Learn to Swim program is not only designated to teach children how to swim but also educate them on water safety. The Y's short term goal is to give the local youth who have a socio-economic burden the opportunity to learn how to swim and be safe around water. The Y's long term goal is to expose youth from our community to the world of aquatics. Most children from the San Ysidro community have never taken swim lessons as this is considered a luxury. We want to give these children the opportunities to not only learn lifesaving skills, but also open the door to other activities such as: surfing, water polo, kayaking and other water sports.

- It is the goal of the Border View Family YMCA to offer young children in our community the opportunity to develop skills and increase knowledge in regards to water safety and swimming; and at the same time, introduce a new form of exercise to a demographic who tips the scale of obesity. Through swim lessons they are building endurance through exercise and practicing a healthy lifestyle routine. The Border View Family YMCA endeavors to develop health, mind and body through programing regardless of financial difficulties.

- The Learn to Swim program take place at the Border View Family YMCA pool and will initially serve 50 school aged children on Friday's, beginning Friday, March 3, 2017 and will run for eight (8) weeks through Friday, May 5, 2017. The length of each swim lesson is 40 minutes; swim instructor to child ratio is 1:8, lifeguard to swimmer ratio is 1:25. The time of program to be determined by participating school and district administration. The Learn to Swim program will take two weeks off for Spring break, March 17 and 31, 2017. Program dates are flexible with advance notice.

YMCA of San Diego County – Border View
Firm Name



Signature of Authorized Agent

Deanie Marin-Lucchesi, Executive Director
Print Name, Title

San Ysidro School District
Firm Name

Signature

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH YMCA OF SAN DIEGO COUNTY FOR CAMP SURF

BACKGROUND INFORMATION:

San Ysidro School District will be conducting a working lunch event with the Administrative Team on December 12, 2016 at the YMCA's Camp Surf facilities. In order to use the Camp Surf facilities for this event, the YMCA of San Diego County requires an agreement.

RECOMMENDATION:

Approve/Ratify the agreement with YMCA of San Diego County for use of their Camp Surf facilities on December 12, 2016 at a cost of \$155.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

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

Yes No

Requisition #

\$155.00

(Amount)

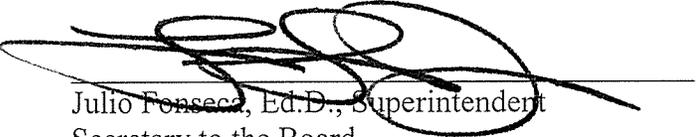
General Fund

(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



YMCA CAMP FACILITY USE AGREEMENT

This Facilities Use Agreement (FUA) is entered into by and between District Luncheon 2016 (User) and YMCA of San Diego County (YMCA), a California non-profit public benefit corporation, for its Camp Surf (Camp). The User desires to use a portion of the Camp from YMCA, subject to the following terms and conditions.

1. TERM.

The User desires to use Camp on the date or dates specified on the attached Reservation Form.

2. PAYMENT.

The User shall pay YMCA the fee specified on the Reservation Form. The User shall pay YMCA a deposit of fifty (50) percent of the expected number on the Reservation Form. Reservations will automatically be canceled if the deposit and signed FUA are not returned to the YMCA on the projected date or dates as specified on the Reservation Form. All deposits are non-refundable. The User shall pay the final balance upon arrival.

3. USE OF CAMP.

User shall use Camp solely for recreational, educational and camping purposes. User agrees not to use Camp or any portion of Camp in any manner or for any purpose that is in any way in violation of any valid law, ordinance, and regulation of any federal, state, county or local governmental agency, body or entity.

4. CODE OF CONDUCT.

User shall follow all Camp rules and regulations, including but not limited to, those listed below. User understands that a violation of such rules is grounds for immediate dismissal for the group as a whole.

- (a) The User shall obey all applicable Camp rules and the directions of any YMCA employee in connection with the use of the Camp.
- (b) The User understands that Camp is a shared facility and there may be other groups on site. The User is aware that quiet hours on the Camp occur during the hours of 9pm to 8am and the User agrees to abide by these hours.
- (c) The User shall not bring or allow to be brought any materials or substances onto the Camp that are considered hazardous under any governmental rule or guideline. There will be no firearms, ammunition, flammable liquids, explosives, poisonous substances, or hand and power tools allowed at Camp.
- (d) Consumption of alcohol or illegal drugs is strictly prohibited. The following are also strictly prohibited: weapons, pets, open flames inside cabins, and smoking on the premises. Outdoor campfires/smoking are only permitted in approved areas.
- (e) The Camp reserves the right to change cabin assignments and activities, even if prearranged, due to scheduling, maintenance, or weather conditions.
- (f) The User shall leave the Camp in a clean and orderly condition. The User is responsible for cleaning the campsite, cabins, and adjacent ground prior to leaving. Camp shall be restored by the User to the original condition should the User cause any alterations or changes to occur during the time of use.
- (g) Unless otherwise written in this FUA, group leaders, members and participants must adhere to check in and check out times. Buildings and cabins must be vacated at least 1 hour after the last meal to allow for cleaning of the facilities. Additional charges may be incurred if group members arrive early and/or depart late.
- (h) YMCA is not responsible for any lost and/or stolen items.

5. GROUP LEADERS.

The User is required to designate at least one adult as the Group Leader. The Group Leader(s) must be certified in basic First Aid and CPR and is responsible for providing all first aid, emergency care and emergency transportation, if necessary, for group members. The Group Leader will also be responsible for possessing and storing all first aid supplies and basic over the counter medications. The Group Leader shall pre-screen all participants for potential health issues and shall take additional precautions in the event that the participants have serious health issues.

The Group Leader shall be responsible for pre-screening and completing background checks on all adult volunteers for their group. Prior to beginning the program, the Group Leader will ensure that each adult has received a copy of the Camp rules and safety information as provided in the Planning Guide. The Planning Guide provides information about the rules and requirements of the programs provided by Camp. The Group Leader shall be responsible for ensuring all group members are in compliance with the Planning Guide. All group leaders, teachers and volunteers are responsible for the supervision and behavior of all group members, at all times.

The Group Leader must ensure all group members, children and adults, attend orientation at the beginning of the camp program. An overall supervision ratio of 1 adult to 8 children is required with a minimum of one adult staying overnight in each cabin. For each camper and staff member under the age of eighteen (18) and not accompanied by a parent or guardian, User shall have a signed consent form authorizing emergency medical treatment.

6. OCEAN AND WATERFRONT POLICIES.

The User is responsible for ensuring that all participants attend waterfront orientation before participating in ocean aquatic activities. In cases when participants are unable to attend, the Group Leader must review waterfront rules with all participants. Upon the discretion of the YMCA, the waterfront may be closed due to unsafe conditions, contamination from runoff, or high levels of pollution. The YMCA is not responsible for these circumstances, thus the User agrees that the YMCA is not required to reschedule or refund the User. The User shall ensure that participants stay out of dune area and off the lifeguard towers at all times. Fiberglass surfboards are prohibited within flagged areas.

7. DAMAGE LIABILITY.

YMCA desires to be protected against loss by reason of the use and occupancy of its camp, beyond wear and tear, by the User or any person who was on or using Camp at the invitation of the User or under the User's direction.

YMCA will invoice the User for any damage caused by the User, its employees, participants or representatives during the term of this FUA.

8. INDEMNIFICATION.

Except for YMCA's gross negligence of willful misconduct, the User shall defend, indemnify and hold the YMCA, its officers, directors and employees, harmless from all claims, liability, loss or damages from any cause that may arise from the use of the YMCA's facilities by the User, its employees, representatives or invitees.

9. CERTIFICATE OF INSURANCE.

The User shall provide Commercial General Liability Insurance in the amount of at least \$1,000,000 combined single limit for bodily injury and property damage, and shall name "YMCA of San Diego County" as an additional insured. Such insurance shall be primary and noncontributing with any other insurance in effect for the YMCA. A Certificate of Insurance and Additional Insured endorsement showing proof of such coverage shall be given to the YMCA one (1) month prior to the commencement of any camp use.

10. RELEASE.

Except for YMCA's gross negligence of willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.

11. MISCELLANEOUS.

This FUA is specific to the User and is not transferable or assignable, in whole or in part, to any other person or entity. This FUA together with the Reservation Form contains the entire agreement between the parties, superseding all prior and contemporaneous agreements, representations and promises, whether oral or in writing. The agreement is subject to the laws of the State of California. The parties agree not to modify or amend this agreement, unless in writing and signed by both of the Parties. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in this Facility Use Agreement. I will advise all group members of these terms and conditions. I am an authorized representative of the above organization and am making a commitment on their behalf to fulfill the terms and conditions of this agreement

Authorized Representative (Over 21 years of age):

Print Name and Title: _____

Authorized Signature: _____

Date : _____

YMCA CAMP SURF
560 Silver Strand Blvd.
Imperial Beach, CA 91932
Phone: 619-423-5850
Fax: 619-423-4141
Web: camp.ymca.org

14B.16

Page 3 of 4

Group Name: District Luncheon 2016

Group ID: 2972

Agreement Written by: Preston Jones, pjones@ymca.org

12/5/2016



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OVERNIGHT CAMPS – Reservation Form

Camp Marston | Camp Surf | Raintree Ranch

ORGANIZATION INFO

Org Name: San Ysidro School District
Org Address: 4350 Otay Mesa Road, San Ysidro, Ca, 92173
Org Phone: 619.428.4476

GROUP INFO

Group Name: District Luncheon 2016
Group Type: Special Event
Reg. Date: 10/20/2016
Site: Surf
Reservation ID: 2972

Group Leader: Omar Calleros
Address:
Home Phone:
Cell Phone: (619)750-9692
E-Mail: omar.calleros@sysd.k12.ca.us
Work Phone:
Fax:

DATES / TIMES

Arrival Date: Mon, Dec 12, 2016
Departure Date: Mon, Dec 12, 2016
First Meal: Lunch
Arrival Time: 12:00 pm
Departure Time: 5:00 pm
Last Meal: Lunch

FINANCIAL EXPECTATIONS

Rate Per Person: \$7.75
Expected #: 20

Estimated Total \$155.00	Deposit Amount	Deposit Due
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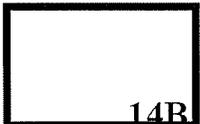
- Final balance is due upon arrival at camp
- All deposits are non-refundable; reservations will automatically be cancelled if deposit and signed agreement are not returned by the due date. Deposit = 50% of Estimated Total.
- Minimum guarantee is based on 75% of expected attendance or 20 less, whichever is larger.

Your minimum number of guests (regardless of attendance) is: 20
Your Minimum Financial Commitment is: \$155.00

NOTES

User Agreement Notes: 20 guests to use McKinney. Taco Bar lunch. Own led activites in Mckinney from 12-5.

Agreement Written by: Preston Jones, pjones@ymca.org

Initial Here:  14B.16

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Janette Ridgels, Interim Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH
ABA EDUCATIONAL FOUNDATION

BACKGROUND INFORMATION:

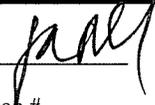
ABA Educational Foundation will provide psychological services including functional behavior assessments (FBA), create behavior intervention plans (BIP) for students with disabilities who present behaviors that are interfering with their learning or the learning of others. ABA Educational Foundation will provide behavior intervention consulting services to special education staff on classroom management and individual student behavior management based on applied behavior analysis principles. In addition, District staff will receive training on how to develop and implement positive behavior intervention strategies.

The cost implications are \$75.00 per hour at an estimated total amount of \$10,000.00.

RECOMMENDATION:

Approve the San Diego County Nonpublic Master Contract with ABA Educational Foundation for school year 2016-2017 at an estimated total cost of \$10,000.00 from the Special Education fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

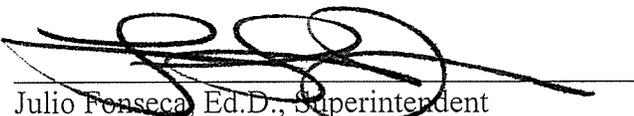
\$10,000.00
(Amount)

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

0100-6500000-5770-1190-5800010-054
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

2016-2017

San Diego County Nonpublic Master Contract

Directions:

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



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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2016-2017
Nonpublic
Master Contract

Main Document



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

**San Diego County Nonpublic Master Contract
Main Document**

2016-2017

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**San Diego County Nonpublic Master Contract
Main Document**

2016-2017

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San Diego County Nonpublic Master Contract
Main Document

2016-2017

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2016-2017

This Master Contract is made and entered into
this 15th day of December, 2017 between the

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

hereinafter sometimes referred to as the "LEA," and

ABA Education Foundation
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract Main Document

2016-2017

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

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1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

The term of this Master Contract shall be from July 1, 20__ to June 30, 20__.

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

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

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

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall
be addressed to:

J. Arturo Sanchez Macias, Deputy Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

<u>San Ysidro</u>	<u>CA</u>	<u>92173</u>
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

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

Notices to the CONTRACTOR shall
be addressed to:

Erin Dyer Zwahlen, Executive Director
Name/Title

ABA Education Foundation
Nonpublic School

5694 Mission Center Road, Suite 602 PMB 341
Address

<u>San Diego</u>	<u>CA</u>	<u>92108</u>
City	State	Zip

(619) 952-6295
Phone

(619) 220-0215
Facsimile

ezwahlen@bridgesaba.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

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2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

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SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

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b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

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4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

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SECTION 5: SIGNATURES

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

This contract is effective on December 15, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Erin Dyer Zwahlen, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

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

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

2016-2017
Nonpublic
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Appendix B: Agencies



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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2016-2017

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABA Education Foundation

The CONTRACTOR NUMBER: 1A-37-117

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

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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<u>Occupational Therapy (460) - Assessment</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Physical Therapy PT Assistant (460)</u>	_____	_____
<u>Physical Therapy Assessment (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Psychological Services Assessment (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	\$75.00	hour
<u>Behavior Intervention Services (535) - Supervision</u>	\$75.00	hour
<u>Behavior Intervention Services (535) – Other Provider/Beh.Tech</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities Assess (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing Assessment (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Interpreter Services Shift Differential (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Audiological Services Assessment (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Specialized Vision Services Assessment (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Orientation and Mobility Assessment (730)</u>	_____	_____
<u>Braille Transcription (735)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Erin Dyer Zwahlen, Executive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

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

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES
 (Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201_____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic Agency _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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

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

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

14B.17

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ _____

B. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

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

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

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

-CONTRACTOR-

-DISTRICT-

(Name of Nonpublic Agency)

(Name of School District)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: COBRA ADMINISTRATIVE SERVICES AGREEMENT 2017

BACKGROUND INFORMATION:

The District has adopted and sponsors the VEBA group health plans within the meaning of the Public Health Service Act, and the Internal Revenue Code of 1986 for eligible employees and their dependents. The COBRA plan is required to offer continuation coverage to certain individuals. The District desires to continue receiving the COBRA administrative services provided by McGregor and Associates, Inc.

The cost implications are: Monthly fee is \$0.85 per person for groups under 1,000 & \$0.75 for groups over 1,000. Minimum monthly fee is \$200.00. The monthly fee is calculated by the number of active employees (and dependents of early retirees eligible for COBRA benefits) on the first of the month times the per employee fee based on group size as referenced above.

RECOMMENDATION:

Approve the COBRA Administrative Services Agreement provided by McGregor and Associates, Inc. effective January 1, 2017 to December 31, 2017.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

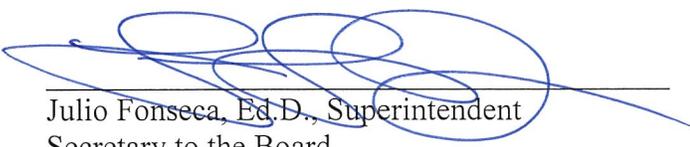
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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



COBRA ADMINISTRATIVE SERVICES

AGREEMENT

RECITALS

This Agreement is entered into as of **January 1, 2017**, between **San Ysidro School District** ("Employer") and **McGregor and Associates, Inc.** ("Administrator").

- A. Employer has adopted and sponsors the VEBA group health plans within the meaning of the Public Health Service Act, and the Internal Revenue Code of 1986, as amended ("Code"), for eligible employees and their dependents.
- B. The Plan is required to offer continuation of coverages to certain individuals pursuant to the provisions of §4980B of the Code and 42 USC 300bb-1 through 300bb-8 (Title XXII of the Public Health Service Act).
- C. Employer desires to obtain COBRA administrative services, and Administrator desires to provide such administrative services.

In consideration of the mutual promises set forth in this Agreement, the Employer and Administrator agree as follows.

ARTICLE 1: INTRODUCTION

1.1 Agreement Effective Date and Term

This Agreement is effective January 1, 2017 ("Effective Date"). The term of the Agreement will be a 12-month period ending December 31, 2017, unless this Agreement is terminated in accordance with the provisions of Section 7.4.

1.2 Scope of Services

Services to be provided under the Agreement are set forth in Article 3. Administrator will comply with the specifications and requirements established in the Agreement.

1.3 Definitions

"**Continuation Coverage**" means the coverages following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

"Continuation Coverage Period" means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified in COBRA.

"Employer" means **San Ysidro School District**.

"Litigation" means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under COBRA or this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer or the Administrator.

"Administrator" means the administrator as defined in 29 USC 1002(16)(A) for purpose of providing administrative services related to COBRA continuation coverage.

"Plan Administrator" means the administrator as defined in 29 USC 1002(16)(A).

"Qualified Beneficiary" means any individual specified in COBRA who is eligible to elect Continuation Coverage.

"Qualifying Event" means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA.

ARTICLE 2: EMPLOYER OBLIGATIONS

2.1 Information to Be Furnished to Administrator

During the term of this Agreement, Employer will furnish Administrator with the information necessary to provide COBRA administrative services, including, but not limited to:

- (a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination), employee census information including the coverage that the employee had at the time of the Qualifying Event, and dependent information for all dependents covered under the employee's Plan at the time of the Qualifying Event.
- (b) The names of all newly insured employees, any newly insured dependents of those employees and any necessary benefit information in order to mail out DOL General Notices.
- (c) Mailing addresses and any other information necessary to enable Administrator to perform the administrative services under this Agreement;
- (d) When applicable, provide the Administrator with non-VEBA Carriers' mailing & contact information relating to Employer's group health plan at the inception of the contract and as it may be later modified by the Administrator including any rate changes.
- (e) Informing Administrator of any violations of COBRA known to Employer immediately upon acquiring such information.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and Administrator.

2.2 Premiums and Grace Periods

Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Employer will also establish the length of the grace period within which a Qualified Beneficiary may pay premiums for Continuation Coverage without the loss of such coverage within the federal guidelines for Continuation Coverage.

2.3 Provision of Names of Those Authorized to Act

Employer will provide Administrator with the names of individuals authorized to act for the Employer in connection with this Agreement.

ARTICLE 3: ADMINISTRATOR RESPONSIBILITIES

3.1 Administrator Services

Administrator will:

- (a) Determine whether a Qualifying Event has occurred.
- (b) Determine who is eligible to receive COBRA coverage.
- (c) Determine when required COBRA notices must be furnished and provide all required COBRA notices to employees, spouses, dependents, and Qualified Beneficiaries.
- (d) Receive all required COBRA notices from employees, spouses, dependents, and Qualified Beneficiaries.
- (e) Determine the date by when COBRA elections must be made and provide all necessary election forms.
- (f) Receive and process duly executed COBRA election forms received from Qualified Beneficiaries.
- (g) Determine whether a COBRA Continuation Coverage election is valid.
- (h) Determine the duration of Continuation Coverage and whether an event has occurred terminating coverage.
- (i) Design, print, and send monthly reminder statements to Qualified Beneficiaries who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage.
- (j) Receive, process, and forward to the carrier amounts received as premiums from Qualified Beneficiaries for Continuation Coverage.

- (k) If the Plan provides conversion rights, notify Qualified Beneficiaries within 90 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period.

3.2 Eligibility Reports to Carriers

Administrator will establish, maintain, and update an eligibility report to all carriers identified by Employer to Administrator. Updated eligibility reports will be produced twice a month for each carrier.

3.3 Maintenance of Roster of Qualified Beneficiaries

Administrator will establish, maintain, and update a roster containing the names of all participants who elect Continuation Coverage under the Plan and provide such roster to Employer on a monthly basis.

3.4 Collection of Due and Unpaid Premiums

Administrator will be responsible for collection of due and unpaid premiums owed by Qualified Beneficiaries to whom Continuation Coverage was provided and who did not remit premiums for such Continuation Coverage. All efforts to collect such amounts will be the sole responsibility of Administrator.

3.5 Deposit of Premium Payment

Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, Administrator will deposit such amounts with **American Business Bank** ("Bank") in an account established by and in the name of the **COBRA TRUST ACCOUNT** (on which Administrator has check writing authority), until such amounts are required to be remitted to the applicable carrier. Administrator will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to Employer or carriers at such times and in such manner as may be agreed upon by Administrator and Employer, but not more frequently than monthly.

ARTICLE 4: INDEMNIFICATION PROVISIONS

4.1 Indemnification by Employer

Employer agrees to indemnify and hold harmless Administrator from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Administrator sustains as a result of any act or omission of Employer in connection with this Agreement.

Employer will not be obligated to indemnify Administrator if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Administrator that was:

- (a) Criminal or fraudulent;

- (b) An intentional disregard of Administrator's obligation under this Agreement; or
- (c) Grossly negligent.

Notwithstanding the foregoing, Employer will indemnify and hold Administrator harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by Administrator.

4.2 Survival of Provision

The provisions of this Article will survive the termination of this Agreement.

ARTICLE 5: GENERAL PROVISIONS

5.1 Exclusive Responsibility for Operation of Plan

For purposes of this Agreement, Employer has the sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. Administrator is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in this Agreement.

5.2 Administrator as Agent

Administrator agrees to perform the services specified in Article 3. It is expressly understood that Administrator is hereby appointed solely as the agent of Employer and not as a fiduciary or Plan Administrator of the Plan.

5.3 Liability for Benefits

In the event that a Qualified Beneficiary, who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan), has not paid premiums for such coverage, Administrator will have no liability for payment of such benefits.

5.4 Employment of Counsel and Resolution of Litigation

In the event of Litigation, Employer and Administrator each:

- (a) Reserve the right to select and retain counsel to protect its interests;
- (b) Will notify the other Party concerning the existence of such Litigation promptly upon learning of such Litigation;
- (c) Will cooperate fully by providing the other Party with all relevant and unprivileged information and documents within its possession or control; and
- (d) Will reasonably assist the other Party in preparation for litigation and in the defense of Litigation.

5.5 Amendment

Employer may at any time request additions, alterations, deductions, or deviations ("Change") to the Services provided hereunder. No such Change will be made to the Services unless made pursuant to a written amendment mutually agreed upon by the parties.

5.6 Records

- (a) *Maintenance of Records.* Administrator will maintain separate records with respect to the services specified herein for seven calendar years following any year in which it performs services hereunder or, if longer, such period as provided under ERISA or other applicable law.
- (b) *Inspection of Records.* Administrator will permit Employer to inspect, examine, and copy records during normal business hours and upon reasonable notice from the Employer.

5.7 Choice of Law

This Agreement and the obligations of Employer and Administrator will be governed and construed in accordance with the laws of the State of California.

5.8 Assignment

Administrator may assign or transfer this Agreement and attachments or amendments issued hereunder in connection with the sale of its assets, stock, or securities or in connection with any change of control.

ARTICLE 6: SERVICE FEES

6.1 Service Fee

A service fee specified in Exhibit A will be paid by Employer to Administrator. Administrator reserves the right to increase or modify the service fee at any time upon 30 days notice to Employer. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

6.2 Additional Fees

Charges for additional services requested by Employer not included in the Agreement will be agreed upon prior to the performance of such service by Administrator.

6.3 When Fees Are Payable

Administrator will transmit an invoice to Employer for service fees on or about the 20th day of each month and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment for services is due upon receipt of such invoice.

6.4 Late Penalty Fee

Administrator reserves the right to charge a 2% late penalty fee compounded monthly on all past due accounts. In the event Employer fails to pay fees due Administrator within 30 days of the invoice date, a late payment penalty will be assessed on the portion of the balance that is considered 31 days past due. The Employer is obligated to pay such penalty in addition to payment for services rendered upon receipt of penalty notification.

6.5 COBRA Administration Fee

On behalf of Employer, Administrator will retain the applicable COBRA Administration fees paid by the Qualified Beneficiary, i.e., the 2% and also the 50% that is payable during a period of disability extension. Administrator will pay such fees to the Employer no later than thirty days (30) after the end of the prior month's invoicing activity.

6.6 No Waiver

The Employer's or Administrator's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

ARTICLE 7: GENERAL PROVISIONS

7.1 Notices

All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated. Administrator and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer and Administrator, all notices, certificates, and communications to each of them will be addressed as follows:

To Employer:

San Ysidro School District
4350 Otay Mesa Blvd.
San Ysidro, CA 92173

To Administrator:

McGregor & Associates, Inc.
8885 Rio San Diego Drive, Suite 300
San Diego, CA 92108

7.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

7.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

7.4 Termination of Agreement

- (a) This Agreement will terminate upon the first to occur of the following:
 - (1) The expiration of 30 days after written notice has been given by Employer or Administrator to the other that Employer or Administrator has breached any material obligation under this Agreement;
 - (2) The date specified in a written notice given by Administrator to Employer of Administrator's termination of this Agreement due to Employer's failure to remit to Administrator charges for services; and
 - (3) The expiration of 90 days after written notice has been given by Employer or Administrator to the other that either Employer or Administrator desires to terminate this Agreement.
- (b) In the event of termination of this Agreement, Administrator will, unless Employer and Administrator otherwise agree:
 - (1) Complete the processing of all amounts received by Administrator as premiums payable by those who have elected Continuation Coverage prior to the termination;
 - (2) Release to Employer in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by Administrator pursuant to this Agreement; and
 - (3) Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer.

Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between the Employer and Administrator.

- (c) If Administrator performs any services pursuant to this Agreement following its termination including but not limited to services described in this Section 7.4, Administrator will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. Administrator will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

7.5 Entire Agreement

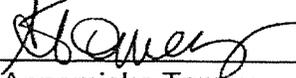
This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations, whether oral or written. It may be executed in duplicate counterparts, each of which may be considered as original and fully

enforceable. Except as otherwise provided in Article 7, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and Administrator.

SAN YSIDRO SCHOOL DISTRICT

MCGREGOR & ASSOCIATES, INC.

Signature

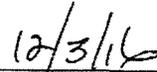


Annemieke Tomney

Title

Chief Operating Officer
Title

Date



Date

EXHIBIT A

COBRA SERVICE FEE SCHEDULE

Monthly fee is \$.85 per person for groups under 1000 & \$.75 for groups over 1000. Minimum: \$200 monthly fee.

- The monthly fee is calculated by the number of active employees (and dependents of early retirees eligible for COBRA benefits) on the first of the month times the per employee fee based on group size as referenced above.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

BACKGROUND INFORMATION:

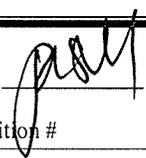
Under the Federal Water Pollution Control Act ("Clean Water Act"), the United States Environmental Protection Agency has promulgated regulations, known as Phase I and Phase II regulations for permitting storm water discharges; and Phase II regulations require all non-exempt Small MS4s including but not limited to school districts to obtain a National Pollutant Discharge Elimination System Permit. Although the District is not yet designated under the SMS4 Permit, it has determined that it is in their best interest to work towards Small MS4 Permit compliance to align district policies and procedures with the requirements of the Small MS4 Permit.

The District is in need of assistance to complete these requirements and be in compliance. The District would like to retain the services of Amec Foster Wheeler Environment & Infrastructure, Inc. to conduct site visits and Storm Water Pollution Prevention Plan (SWPPP) review, employee training for the stormwater compliance program, annual comprehensive facility compliance evaluation and a SMARTS data upload and annual report under Amec's Professional Services Agreement No. 2016-5025-IRVPSA0033.

RECOMMENDATION:

Approve the agreement with Amec Foster Wheeler Environment & Infrastructure, Inc. at an estimated cost of \$2,500.00 for 2016-17 from the Building Fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

Professional Services Agreement No. 2016-5025-IRVPSA0033

PARTIES

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 2016, is made by and between **Amec Foster Wheeler Environment & Infrastructure, Inc.**, a Nevada corporation, with an address at **121 Innovation Drive Suite 200, Irvine CA 92617** ("Amec Foster Wheeler") and **San Ysidro School District**, a CA (State) corporation/limited liability company/partnership (Indicate which), with an address at **4350 Otay Mesa Road, San Ysidro, California 92173** ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Amec Foster Wheeler to provide services in connection with:
Proposal To Provide Annual Storm Water Program Support

SCOPE OF SERVICES

Amec Foster Wheeler agrees to perform services in accordance with its Proposal as follows:

- Review and update (as needed) the existing Storm Water Pollution Prevention Plan (SWPPP), Monitoring Implementation Plan (MIP) and site map to verify compliance with the State Water Resources Control Board's (SWRCB) Industrial Activities Storm Water General Permit (2014 IGP) adopted April 1, 2014 and effective July 1, 2015.
- Perform a site visit to assess compliance with the 2014 IGP.
- Train staff on SWPPP implementation.
- Provide sampling program and reporting support.

CLIENT agrees that all services not expressly included are excluded from Amec Foster Wheeler's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

Lump Sum: CLIENT agrees to compensate Amec Foster Wheeler on a firm-fixed price basis in the amount of: **\$2,500**.

Time and materials: CLIENT agrees to compensate Amec Foster Wheeler for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Amec Foster Wheeler's performance be greater than the estimated amount shown below, Amec Foster Wheeler will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: **N/A**

Other Direct Costs (Reimbursed at cost plus: **N/A** % mark-up):

Total estimated time and materials cost: **N/A**

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Period of performance for this agreement: ____ day of _____ 2016 through 15th day of July 2017.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Proposal to Provide Storm Water Consulting Services, dated December 2, 2016.

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: AMEC FOSTER WHEELER will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT before the conditions are disturbed. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface

structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Amec Foster Wheeler requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Amec Foster Wheeler by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Amec Foster Wheeler or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THE WORK ORDER WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.



14. **TERMINATION** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. **GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. **FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec Foster Wheeler under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec Foster Wheeler.

19. **ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT	Amec Foster Wheeler Environment & Infrastructure, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



02 December 2016

Mr. Victor H. Guzman
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

**Re: PROPOSAL TO PROVIDE STORM WATER CONSULTING SERVICES
SAN YSIDRO SCHOOL DISTRICT**

Dear Mr. Guzman:

Pursuant to your request, Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) has prepared this proposal to provide storm water consulting services for San Ysidro School District facility located at 4350 Otay Mesa Road, San Ysidro, California. Based on correspondence, it is our understanding that San Ysidro School District would like assistance with the following storm water consulting services during the upcoming 2016-2017 monitoring period.

- ▶ Review and update (as needed) the existing Storm Water Pollution Prevention Plan (SWPPP), Monitoring Implementation Plan (MIP) and site map to verify compliance with the State Water Resources Control Board's (SWRCB) Industrial Activities Storm Water General Permit (2014 IGP) adopted April 1, 2014 and effective July 1, 2015.
- ▶ Perform a site visit to assess compliance with the 2014 IGP.
- ▶ Train staff on SWPPP implementation.
- ▶ Provide sampling program and reporting support.

1.0 PURPOSE

The goal of the project is to assist San Ysidro School District with compliance under the 2014 IGP during the 2016/2017 monitoring period. To accomplish these goals, Amec Foster Wheeler proposes the scope of work presented below.



2.0 SCOPE OF WORK

2.1 Task 1 – Storm Water Site Visit

Amec Foster Wheeler will perform a site visit to review storm water program records, including the Storm Water Pollution Prevention Plan (SWPPP), Monitoring Implementation Plan (MIP), and annual reports (a minimum of the last five years is required to be onsite) to assess compliance with General Permit requirements. Amec Foster Wheeler will visually observe site operations, interview site staff responsible for storm water program compliance, and assess BMP implementation. An email will be provided following the site visit that will include recommendations, if appropriate. Additionally, the SWPPP will be updated as needed based on the site visit. Amec Foster Wheeler has included the equivalent of five (5) hours of Amec Foster Wheeler Senior staff time to assist with these SWPPP updates. Significant revisions to the SWPPP are not included in this proposal.

2.2 Task 2 – Employee Training

Amec Foster Wheeler will provide one training seminar to employees who are involved with the implementation of San Ysidro School District storm water compliance program. The 2014 IGP specifies that employees involved with implementing activities identified in the permit including but not limited to: BMP implementation, BMP effectiveness evaluations, visual observations, and monitoring activities must receive training. Training will include the following topics:

- ▶ Regulatory background;
- ▶ Current events/trends in storm water regulations;
- ▶ SWPPP implementation;
- ▶ BMP implementation;
- ▶ MIP requirements;
- ▶ Storm Water Sampling; and
- ▶ Annual reporting.

Training will be performed by Amec Foster Wheeler staff that have the QISP and Trainer of Record (ToR) certifications. A QISP is required to train team members if the discharger enters Level 1 status. We have assumed the employee training will be conducted on the same day as the site visit in Task 1.

2.3 Task 3 – Sampling Program and Reporting Support

Amec Foster Wheeler will provide the following storm water sampling program and reporting support:

- ▶ Review and QA/QC storm water sample data provided by the laboratory.
- ▶ Provide storm water sample data in summary tables compared to the 2014 IGP numeric action levels;



- ▶ Upload storm water sample results to SMARTS 30 days of receiving the laboratory report and notify the Legally Responsible Person (LRP) the SMARTS data is ready for Certification;
- ▶ AMEC will assist with preparation and submittal of Annual Reports for San Ysidro School District required to be submitted through SMARTS. The Annual Report preparation will include reviewing/compiling monthly and sampling visual observation forms, reviewing/compiling Annual Comprehensive Site Evaluation forms, reviewing analytical results for samples collected Facility staff, and completing the SMARTS Annual Report questionnaire.
- ▶ Provide on-call support to discuss the weather forecast and sampling strategies.

3.0 SCHEDULE

The period of performance of this Task Order is contingent upon approval and execution of this proposal and attached Professional Services Agreement (PSA No. 2016-5025-IRVPSA0033), and shall begin immediately of full execution and terminate on July 15, 2017.

Changes to the schedule or deliverables listed above will be made in consultation with the Client.

4.0 COSTS

Amec Foster Wheeler will perform the scope of work described above for a lump sum fee of \$2,500. A separate proposal with an expanded scope of work and budget will be developed for services performed outside of the proposed scope. The terms and conditions for our services are specified in the attached Professional Services Agreement.

Amec Foster Wheeler appreciates the opportunity to assist San Ysidro School district on this project. If this proposal is acceptable, please sign one copy of the attached professional services agreement and return it to the address on our letterhead. If you have any questions or concerns regarding this proposal, please do not hesitate to contact either of the undersigned at contact information provided below.

Respectfully submitted,

Amec Foster Wheeler Environment & Infrastructure, Inc.

Michael Lowther, IGP ToR, CPESC, QSD (SMR)
Senior Scientist/Project Manager
(949) 642-0245
michael.lowther@amecfw.com

Brent Smith, IGP ToR, CPESC, QSD/QSP
Associate Scientist/Project Manager
(949) 574-7632
brent.a.smith@amecfw.com

Attachments: Professional Services Agreement No. 2016-5025-IRVPSA0033

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH DECISIONINSITE, LLC

BACKGROUND INFORMATION:

DecisionInsite is a user friendly web-based system that incorporates enrollment, census, mapping, boundary, new housing development, and student data into one composite system that allows for quick analysis, predictions, and "what-if" scenario projections. In addition, the system integrates with the Eagle Aerial mapping program that the District currently uses. Numerous school districts throughout California are using the system with great success.

DecisionInsite has been assisting the District with enrollment projections, analyzing demographic data and development of enrollment scenarios. Due to the District's grade reconfiguration, a special analysis is required to determine boundary changes or adjustments that may be necessary.

RECOMMENDATION:

Approve/Ratify the service proposal with DecisionInsite LLC for the District Attendance Boundary Change Analysis at an estimated cost of \$6,250.00 from the building fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: JASFU

Financial Implications?

Yes No

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

Yes No

Requisition #

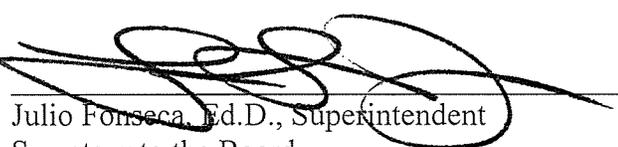
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

December 1, 2016

Mr. Arturo Sanchez-Macias
 Deputy Superintendent
 San Ysidro School District
 4350 Otay Mesa Road
 San Ysidro
 CA 92173

RE: District Attendance Boundary Change Analysis

Dear Mr. Sanchez-Macias:

DecisionInsite is pleased to present this proposal for consulting services to the San Ysidro School District to assist you in your District Attendance Boundary Change Analysis

An estimate of time and fees is provided in the following fee table. However, experience has shown that once in the process, unanticipated additional work is often called for by a district to effectively complete the work in a satisfactory fashion. In some cases, the work required to complete the project is less than expected. ***DecisionInsite invoices for consulting based upon actual time and materials.*** The fees below serve as an estimate of expected fees and a total, "not to exceed" project amount. Travel costs required to fulfill the work are invoiced at actual costs.

Tasks and Meetings	Type	Est. Hours	Rate	Est. Fee
Work completed to 11/29/16: Conference calls with Consultant Kathleen Moore re: grade reconfiguration and boundary changes, followed by student data analysis, reports and boundary graphics.	Conference calls, data collection and reports through Excel/PDF docs and DI System.	12	\$175.00	\$2,100
Preparation, Analysis & Boundary Adjustments to project completion.	Prep and Analysis	12	\$175.00	\$2,100
Teleconference for in SYSD Staff meetings	Two 2 hour Meetings	4	\$250.00	\$1,000
Attend January Board of Education meeting	One 2 hour Meeting	2	\$250.00	\$500
Travel Time for two meetings	Travel (3 hr round trip)	6	\$62.50	\$375
Estimate for Travel Costs for two meetings.	Mileage round trip for two meetings in SYSD			\$175
Estimated Fee for Tasks and Meetings				\$6,250

Additional Services or Costs

The hours and corresponding fees listed above represent our best estimate of the work required to complete this project. If the client should desire to change the scope of the project a listing of hourly rates are shown below. The rates are listed for reference purposes only. Additional work will only be completed if the client directs us to do so in writing.

Team Member	Rate
Senior Consultant	\$250/Hour
Consultant	\$175/Hour
GIS Technical Services	\$85/Hour
Research Analyst	\$85/Hour

Uniquely Qualified and Ready

DecisionInsite is in a unique position to assist the District with this project. San Ysidro School District is a DecisionInsite Premier client, meaning that the DI team already has detailed knowledge of the District's enrollment trends, boundaries, and demographic trends. With this knowledge and the data required already at hand, our team is ready to start this work. This means that there will be no additional time or work required "getting up to speed" with enrollment forecasts, district boundaries, attendance area boundaries, and school locations. Based on recent district and site program changes, school capacities need to be revisited as a part of this boundary process to ensure they are up-to-date.

Project Management

The lead consultant on this project will be Mr. Tony Ferruzzo. His contact information follows. tferruzzo@decisioninsite.com or by phone 877.204.1392, ext. 1017.

Additionally, Dr. Dean Waldfogel, Vice President of DecisionInsite will work with Mr. Ferruzzo as needed. His contact information follows. Dwaldfogel@decisioninsite.com or by phone 877.204.1392, ext. 1005.

Acceptance of Agreement

If the terms of this proposal are acceptable to the District, please sign and date in the signature boxes below and return a copy to DecisionInsite, 101 Pacifica, Suite 380, Irvine, CA 92618 or email a signed PDF copy to Imiller@decisioninsite.com.

We look forward to working with you and your District.

Best Regards,



Michael B. Regele, President

For: San Ysidro School District

Arturo Sanchez-Macias
Deputy Superintendent
Date: _____

DecisionInsite, LLC



Michael B. Regele
President, DECISIONINSITE, LLC
December 1, 2016
Tax ID # 74-3123949

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES

BACKGROUND INFORMATION:

During the year, bus drivers are required to be State certified drivers to keep up with California Highway Patrol regulations. Doug's School Bus Safety & Training Services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

RECOMMENDATION:

Approve/Ratify the agreement with Doug's School Bus Safety & Training Services from November 14, 2016 to November 13, 2017 at an estimated cost of \$5,000.00 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: *rat*

Financial Implications?

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

Requisition #

Yes No

Yes No

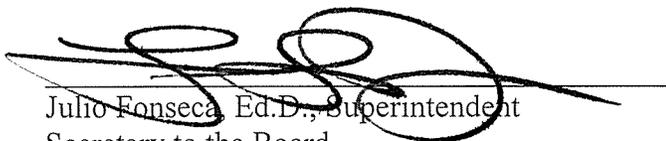
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 15th day of December 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Doug's School Bus Safety & Training Services
Company/Consultant

(760) 646-0557
Telephone Number

7077 Amestoy Road, Hesperia, CA 92344
Address

doug_smith@snowlineschools.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: November 14, 2016

To: November 13, 2017

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

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

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES

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:	Doug's School Bus Safety & Training Services
Name:	Douglas Smith
Title:	Owner
Address:	7077 Amestoy Road
City/State/Zip Code:	Hesperia, CA 92344
Telephone:	(760) 646-0557
Email:	Doug_smith@snowlineschools.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Omar Calleros
Title:	Deputy Superintendent	Coordinator of Full Day Community Schools
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3086
Email:	arturo.macias@systd.k12.ca.us	Omar.calleros@systd.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

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

Phone Number

DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Statement of Work

Doug’s School Bus Safety & Training Service

Doug’s School Bus Safety & Training Services will provide San Ysidro School District any of the following services at the rates below:

Description	Hourly rate
Classroom instruction by a State Certified Driver Instructor	\$50.00
Behind the wheel training	\$45.00
Record keeping	\$45.00
Pre-trip training	\$40.00
Travel time plus mileage charge @ IRS rate	\$25.00

The San Ysidro School District will receive the following services that may consist of, but not limited to the following services:

- Certification classroom instruction: The class will consist of two – five hour classes on two separate Saturdays. The classroom training will consist of units 2, 3, 5, 6, 7, 8 & 10 of the California Driver Instructor Manual. All training will be taught by or in the presence of a state certified driver instructor of the appropriate class as required by education code.
- Documentation and updating of driver’s records as needed to meet California Highway Patrol regulations.
- Phone consultations - as needed.
- Travel time and mileage (at IRS rate) is charged and included in the total.
- Additional trainings/documentation as requested by the District.

Total amount due not to exceed for service: \$5,000.00

Month to month service is available.

All trainings are done on a Saturday or Sunday.

Account must be paid in full within 60 days of invoice date or a \$25.00 late fee may be charged.

All other items on the main Agreement remain unchanged.

APPROVED: DISTRICT: _____ Date _____

CONSULTANT: _____ Date _____ **14B.21**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: December 14, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LEGAL SERVICES AGREEMENT WITH FAGEN FRIEDMAN & FULFROST LLP

BACKGROUND INFORMATION:

The administration is recommending to retain the legal services of Fagen Friedman & Fulfrost LLP to assist in addressing matters that relate to Pupil Services, Facilities, and other special services that relate to District needs.

Hourly Professional Rates:

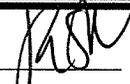
Associate	\$215-\$235 per hour
Partner	\$275-\$300 per hour
Of-Counsel	\$300 per hour
Paralegal/Law Clerk	\$135 - \$155 per hour
Paralegal/Law Clerk (<i>Bar Admitted Outside CA</i>)	\$205
Education Consultant	\$175 per hour
Communication Services Consultant	\$235 per hour

Additional costs may be incurred per agreement.

RECOMMENDATION:

Approve/Ratify the Legal Services Agreement with Fagen Friedman & Fulfrost LLP on an as-needed basis.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Per Agreement

(Amount)

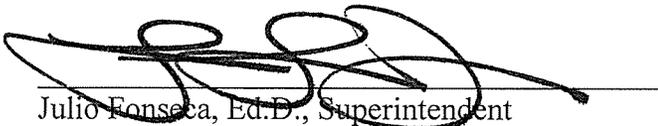
General Fund

(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



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between San Ysidro School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective September 26, 2016:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s

matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items. Except for in-office photocopying, facsimile charges and mileage, all costs and expenses will be charged at Firm's cost.

In office Photocopying	\$0.25/page
Facsimile Charges	\$1.00/page
Mileage	IRS Standard Rate
Postage	Actual Cost

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file(s) and property in Attorney's

possession, whether or not Client has paid for all services. Attorney shall transition all outstanding legal work and services to others as Client shall direct.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

San Ysidro School District

Fagen Friedman & Fulfroost LLP

Julio Fonseca, Ed.D., Superintendent



Chris Keeler, Partner

DATE: _____

DATE: 9-26-2014



PROFESSIONAL RATE SCHEDULE

San Ysidro School District
(Effective September 26, 2016)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$215 - \$235 per hour
Partner	\$275 - \$300 per hour
Of-Counsel	\$300 per hour
Paralegal/Law Clerk	\$135 - \$155 per hour
Paralegal/Law Clerk (Bar Admitted Outside CA)	\$205
Education Consultant	\$175 per hour
Communication Services Consultant	\$235 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. **Office Hours for Client consists of eight (8) hours at the Client's administrative offices and travel to and from Client.** Office Hours shall be provided at a reduced daily rate. The rate for Office Hours shall be, and the client agrees to pay Attorney, as follows:

Associate	\$2,250(discounted from \$2,350)
Partner	\$2,750 (discounted from \$3,000)

3. COSTS AND EXPENSES

In-office Photocopying	\$0.25 per page
Facsimile	\$1.00 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.