

# San Ysidro School District Governing Board

## AGENDA

Thursday  
October 13, 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.

Ocean View Hills School  
4919 Del Sol Blvd.  
San Diego



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

**REGULAR MEETING OF THE GOVERNING BOARD**  
**THURSDAY, SEPTEMBER 8, 2016**  
**CLOSED SESSION: 5:00 p.m. – 6:00 p.m.**

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, September 8, 2016, with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

1. **CALL TO ORDER** Who: Vice-President Linares Time: 5:01 p.m.

2. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board  
Mr. Marcos A. Diaz, President – *Arrived at 5:14 p.m.*  
Mr. Rodolfo Linares, Vice-President  
Mr. Steven Kinney, Clerk  
Mr. Antonio Martinez, Member  
Mrs. Rosaleah Pallasigue, Member

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

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

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

4.1 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:**  
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 1 case

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

The Board took no action in Closed Session.

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

6. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

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

8. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

None at this time.

**PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

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

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

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent’s Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: [www.sysd.k12.ca.us](http://www.sysd.k12.ca.us)

9. **ITEMS FROM THE BOARD & SUPERINTENDENT**

**Member Martinez,** 1) Commented that he would like to have an update on Beyer School. 2) Mentioned that open dialogue with the community about what the options are for the reconfiguration is very important. 3) Commented that the electives offered to 7th & 8th grade students at the middle school during the reconfiguration is also very important. 4) Congratulated Veronica Medina for the work she does and for the article that was written about her and the homeless.

**Clerk Kinney,** 1) Mentioned that he appreciates the District is observing the 9/11 anniversary. **Member Pallasigue,** 1) Mentioned that the Parent Center needs personnel and is under used. Suggested hiring interns to donate their time. 2) Commented that the Parent Center needs to be promoted. 3) Mentioned that she believes in high communication and visibility. She would like the curriculum and student grades communicated to parents. 4) Commented that the land behind the Parent Center could be used for a community farm and incorporated to the science curriculum. 5) Commented that she would like Special Education reinforced. 6) Mentioned that the reconfiguration will bring change and the more we have for students to do, the better. **Albert** self-image will keep them out of trouble and out of the dangerous world of trafficking.

**Vice-President Linares,** 1) Mentioned that he would also like to have an update on Beyer. 2) Commented that the District needs to pass a resolution to amend Proposition C and inform the community and teachers. 3) Mentioned that the English Learner problem needs to be resolved. 4) Commented that he analyzed the data and found that our students failed because they don't speak English. There is a big difference in the scores between the English Only and the English Learner students. 5) Mentioned that the District needs to follow through with the EL Master Plan. Parents are signing waivers but are not following through with the rules. 6) Commented that he hopes the EL Master Plan approved by the Board can be implemented this year.

**President Diaz,** 1) Thanked Mr. Carrillo for hosting the meeting. 2) Thanked all staff for everything they do. 3) Commented that the challenge for principals is to show their staff that everyone is an educator when working with students no matter what position they hold. 4) Mentioned that we need to teach our children how to deal with bullies and take care of themselves. 5) Commented that a third grader could not put two words together in English. 6) Mentioned that staff communicates with each other and with students in Spanish. Students don't need to learn English to communicate because they are exposed to the Spanish language everywhere they go in the community. They will not learn from us if we continue to enable them. 7) Commented that for that reason, when students get to high school they struggle to complete it. There is a 50% drop-out rate in our community. 8) Thanked everyone that helped the Board move the District from a state of disarray, imminent state takeover to prosperity. 9) Mentioned that it's nice to talk about additional resources for students and parents. 10) Commented that he believes we are on the right track.

**Dr. Fonseca, Superintendent,** 1) Mentioned that the District is still moving forward with the Instructional Design. 2) Commented that the administrative team is doing classroom walkthroughs to identify the strategies that are being implemented and to identify the areas of need. He would like to invite the Board to be part of the walkthroughs so they can see the District is doing everything it can to implement the Instructional Design with all students, including Special Education. 3) Mentioned that the reconfiguration and what to do with Beyer are also very important. The District will retain the services of Kathleen Moore to put a detailed Reconfiguration Plan in place that will include community input for a smooth transition of the K-6 and 7-8 grade students in the beginning of the school year. 4) Commented that because of the work that Mr. Arturo Sanchez Macias, Deputy Superintendent, and his business team did in the refinancing of the COP's, the District saved the community another \$1.066 million dollars. 5) Mentioned that he is very proud to say that with the guidance of the Board and Ms. Medina, the homeless initiative has broken the barrier in the community and now senators are getting involved and want to go to Washington, D.C. to take the initiative. Thanked Mr. Kinney for making this issue personal and taking action. 6) Commented that he is very pleased to say our District will be one of the first Districts in the state and country to have Full Service Community Schools at all of our school sites. 7) Mentioned that he would recommend that some of the Board members participate in visiting sites with Mr. Hua that are similar to our school District with the services we need to provide our kids so they can be proficient by third grade in English Language Arts. 8) Commented that the Board needs to look at what was accomplished and not just what has not been done and have trust in the process and the plan of action the District has taken. 9) Mentioned that one of the initiatives on its way is the Bully Prevention Initiative. 10) Commented that student attendance has improved and staff attendance will be looked at to make sure employees are present every day.

**10. GENERAL ADMINISTRATION**

**10.1 CONDUCT ANNUAL PUBLIC HEARING REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS AND WILLIAMS LEGISLATION FOR FISCAL YEAR 2016-2017**

The Board opened/closed Annual Public Hearing regarding Sufficiency of Instructional Materials and Williams Legislation for fiscal year 2016-2017

Motion: Martinez                      Second: Linares                      Vote: Unanimous

**10.2 RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2016-2017**

The Board adopted Resolution No. 16/17-0003 determining Sufficiency of Instructional Materials for fiscal year 2016-2017.

Motion: Kinney                      Second: Pallasigue                      Vote: Unanimous

**10.3 AMENDMENT TO CONFLICT OF INTEREST CODE**

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

Motion: Martinez                      Second: Pallasigue                      Vote: Unanimous

**10.4 NOMINATIONS – CSBA DIRECTORS-AT-LARGE, ASIAN/PACIFIC ISLANDER AND HISPANIC**

The Board accepted nominations for the CSBA Directors-at-Large, Asian/Pacific Islander and Hispanic and nominated Robert Gin (Asian/Pacific Islander) and Kathryn Ramirez (Hispanic).

Motion: Linares                      Second: Pallasigue                      Vote: Unanimous

**11. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

1) Pulled Items 11A.2, 11B.5, 11B.9, 11B.14, 11B.15.

2) Item 11A.3 Staff Development:

Added - Omar Calleros to the Joint Homeless & AB490 Foster Care District Liaison Meetings

Added - Danielle Clark and Janette Ridgels to the Best Behavior: Building Positive Behavioral

Interventions and Supports.

Motion: Martinez                      Second: Linares                      Vote: Unanimous

**11A. CURRICULUM & INSTRUCTION**

**11A.1 PARTICIPATION IN THE 7<sup>TH</sup> GRADE COMPACT FOR SUCCESS CAMPUS VISIT TO SAN DIEGO STATE UNIVERSITY**

The Board approved the participation of Seventh grade students from Ocean View Hills, Willow and San Ysidro Middle Schools to the Compact for Success Campus visit to San Diego State University on Saturday, October 29, 2016 at an estimated cost of \$3,500.00 from supplemental and concentration funds.

**11A.2 EDUCATIONAL FIELD TRIPS FOR SCHOOL YEAR 2016-2017**

The Board approved the educational field trips to different destinations for students in grades Kinder-Eighth from all our schools to be programmed during school year 2016-2017. Student fees and transportation services will be covered from fundraising, donations, museum grants and supplemental and concentration funds as needed.

Motion: Martinez

Second: Linares

Vote: Unanimous

**11A.3 STAFF DEVELOPMENT**

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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Veronica Medina & Omar Calleros	Joint Homeless & AB 490 Foster Care District Liaison Meetings	SDCOE	September 19, 2016 January 23, 2017 May 9, 2017	\$0.00	No Cost
Alexis Rodriguez	After School Education and Safety (ASES), 21 <sup>st</sup> Century Community Learning Centers (21 <sup>st</sup> CCLC) Training	SDCOE	September 30, 2016	\$0.00	No Cost
Tony Hua, Veronica Medina, Jorge Von Borstel, Adriana Garcia, Maida Gonsales, Marisela Gonzalez, Veronica Aguayo, Karina Kaai, Rafael Estrada, Nirvana Bustos and Monica Olivan	Change of Funding -Annual Summit on Student Engagement and Attendance	SDCOE	September 9, 2016	\$550.00	Title II Funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Roberto Carrillo, Catalina Jauregui, Marisela Lozano, David Alvarado, Denise Villezcas, Claudio Zuazo, Rafael Estrada, Sylvia Armenta, Josefina Villegas, Alexander Gacuya, Austen McClain, Saul Gonzalez, Maria Rodriguez, <b>Danielle Clark                      and Janette                      Ridgels</b>	Best Behavior: Building Positive Behavioral Interventions and Supports	San Diego	September 21 & 22, 2016	\$975.00	Educator Effectiveness and Supplemental & Concentration Funds
Danielle Clark, Janette Ridgels	Critical Issues Conference	Palm Springs	October 19-21, 2016	\$580.00	Special Education Fund
Gabriela Gregory, Elizabeth Perez, Sylvia Lugo, Ma.Elena Hernandez, Lupita Barrera, Rocio Alvarado, Carolina Jaime, Veronica Medina, Jacob Rodriguez, Rey Bautista, Elizabeth Originales, Dolores Preciado, Maria Gomez, Catalina Jauregui	Edupoint National Users Conference	Anaheim	November 3-4, 2016	\$12,000.00	Title II Funds

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Sylvia Mayer, Patty Burch, Adriana Aguilar, Gloria Mena, Ana V. Trattner, Cynthia Gonzalez, Juan Molina, Mayura Vonsavath, Maggy Portillo, Norma Campos, Ian Olguin, Guillermina Sandez, Martha Montoya, Irene Herrera, Cynthia Vinarao, Emilia Villanueva, Eliud Lagarda, Katina De Leon, Nora Santos, Jennifer Cuestas, Francisco Albarran, Irma Beltran, Kathy Ordaz, Vikky Viramontes, Maria Diaz	California Mathematics Conference	Palm Springs	November 4-5, 2016	\$20,000.00	Educator Effectiveness & Supplemental & Concentration Funds

**11B. BUSINESS**

**11B.1 PURCHASING REPORT**

The Board approved/ratified the following purchase orders incurred by the District during the period of August 11<sup>th</sup>, 2016 through August 31<sup>st</sup>, 2016. (Report #2): ■ General Fund: 0000000418, 0000000422-0000000426, 0000000429-0000000430, 0000000436-0000000441, 0000000443-0000000454, 0000000459-0000000471, 0000000473-0000000479, 0000000481-0000000490, 0000000492-0000000504, 0000000506-0000000515, 0000000518, 00000005200000000525, 0000000527-0000000533 ■ Child Development Fund: 0000000427, 0000000472, 0000000480 ■ Cafeteria Fund: 0000000442, 0000000455-0000000458, 0000000491, 0000000505, 0000000516-0000000517, 0000000526.

**11B.2 EXPENDITURE REPORT**

The Board approved/ratified expenditures incurred by the District during the period of August 16, 2016 through August 26, 2016. Listing sheets #880 through #888. Payments were made with checks #14-151210 through #14-155115 for a total expenditure of \$687,334.15.

**11B.3 ACCEPTANCE OF DONATIONS**

The Board accepted a donation valued at \$5,000.00 to help support and enrich our educational programs.

**11B.4 IN LIEU OF TRANSPORTATION AGREEMENT 2016-2017**

The Board approved/ratified the In Lieu of Transportation Agreement with parents of two special education students for school year 2016-2017.

**11B.5 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ACCOUNTABLE HEALTHCARE STAFFING, INC. FOR 2016-2017 SCHOOL YEAR**

The Board approved/ratified the San Diego County Nonpublic Master Contract with Accountable Healthcare Staffing, Inc. for school year 2016-2017 at an estimated total cost of \$83,440.00 from the Special Education funds.

Motion: Martinez

Second: Pallasigue

Vote: Unanimous

**11B.6 MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR SPECIAL EDUCATION SERVICES**

The Board approved/ratified the Memorandum of Understanding with Sweetwater Union High School District for school year 2015-2016 at a cost of \$17,397.82 from the Special Education funds.

**11B.7 MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR MIDDLE SCHOOL SPORTS LEAGUE - REVISED**

The Board approved/ratified the revised Memorandum of Understanding with Sweetwater Union High School District for participation in the Middle School Sports League during 2016-17 school year at an estimated cost of \$19,500.00 from the supplemental and concentration funds.

**11B.8 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO STATE UNIVERSITY FOR KIDS2COLLEGE PROGRAM**

The Board approved the Memorandum of Understanding with the San Diego State University for the Kids2College Program for school year 2016-17 at a cost not to exceed \$7,125.00 from supplemental and concentration funds.

**11B.9 MEMORANDUM OF UNDERSTANDING WITH THINK TOGETHER, INC. FOR VISUAL AND PERFORMING ARTS (VAPA) SERVICES**

The Board approved the Memorandum of Understanding with THINK Together, Inc. to provide Visual and Performing Arts (VAPA) services during the 2016-17 school year at a cost not to exceed \$386,260.00 from supplemental and concentration funds.

Motion: Pallasigue

Second: Linares

Vote: Unanimous

**11B.10 AGREEMENT WITH DOCUMENT TRACKING SERVICES**

The Board approved the license agreement with Document Tracking Services (DST) at a cost not to exceed \$2,500.00 from the general funds.

**11B.11 MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR HERE NOW PROGRAM**

The Board approved the Memorandum of Understanding with South Bay Community Services for the HERE Now Program from July 1, 2016 through June 30, 2019 at no cost to the District.

**11B.12 MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR PREVENTION EDUCATION PROGRAM**

The Board approved the Memorandum of Understanding with South Bay Community Services for the Teen Pregnancy Prevention Education Program from July 1, 2016 through June 30, 2018 at no cost to the District.

**11B.13 AGREEMENT WITH MRC SMART TECHNOLOGY SOLUTIONS FOR DISTRICT PRINT SHOP EQUIPMENT**

The Board approved the three year agreement with MRC Smart Technology Solutions, a Xerox Company for District Print Shop equipment to be paid from the general fund.

**11B.14 AGREEMENT WITH SSD SYSTEMS**

The Board approved the agreement with SSD Systems at a cost not to exceed \$62,687.31 for school year 2016-17 and thereafter \$6,681.24 per year for the service plan to be paid from the general and supplemental & concentration funds.

Motion: Kinney                      Second: Pallasigue                      Vote: Unanimous

**11B.15 AGREEMENT WITH KATHLEEN MOORE AND ASSOCIATES FOR PHASE III OF DISTRICT’S RECONFIGURATION**

The Board approved the agreement with Kathleen Moore and Associates for Phase III of the District’s reconfiguration project at an estimated total cost of \$165,000.00 from the building fund.

Motion: Martinez                      Second: Pallasigue                      Vote: Unanimous

**11B.16 AGREEMENT WITH 3SCREENS.COM FOR SAN YSIDRO MIDDLE SCHOOL**

The Board approved the agreement with 3screens.com for an assembly program at San Ysidro Middle School to be held on October 11, 2016 at a cost of \$650.00 from Title I funds.

**11B.17 AGREEMENT WITH TITAN GROUP**

The Board approved/ratified the agreement with The Titan Group for fiscal year 2016-17.

**11C. PERSONNEL – CLASSIFIED**

**EMPLOYMENT**

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

**11C.1** Substitute Child Nutrition Specialists: Maria Giacalone and Leticia Martinez, effective October 1, 2016.

- 11C.2 Substitute Custodians: Ivan Garcia, Modesto Huirache and Rigoberto Serrano, effective October 1, 2016.

**RESIGNATION**

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

- 11C.3 Noon Supervisor: Maria Teresa Fernandez, effective August 31, 2016.

**11D. PERSONNEL – CERTIFICATED**

**EMPLOYMENT**

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

- 11D.1 Classroom Teachers: Maria Isela Huerta, effective October 1, 2016 and Maria Raygoza, effective July 25, 2016.
- 11D.2 Temporary Preschool Permit Teacher (Part-time): Mara Nacu, effective October 1, 2016.
- 11D.3 Substitute Teachers: Irma A. Abedoy, effective September 6, 2016.

**RESIGNATION**

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

- 11D.4 Substitute Teachers: Jarrett Rose, effective August 25, 2016 and Richard Juarez, effective August 31, 2016.

**JOB DESCRIPTION**

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

- 11D.5 Instructional Lead/TOSA

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

- 12. **ADJOURNMENT** Time: 7:21 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary  
Governing Board

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

**REGULAR MEETING OF THE GOVERNING BOARD**  
**TUESDAY, AUGUST 23, 2016**  
**CLOSED SESSION: 5:00 p.m. – 6:00 p.m.**

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Tuesday, August 23, 2016, with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

1. **CALL TO ORDER**      Who: President Diaz      Time: 5:00 p.m.
  
2. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board  
    Mr. Marcos A. Diaz, President  
    Mr. Rodolfo Linares, Vice-President  
    Mr. Steven Kinney, Clerk  
    Mr. Antonio Martinez, Member  
    Mrs. Rosaleah Pallasigue, Member

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

Member Martinez made a motion to recess to Closed Session, seconded by Vice-President Linares. The vote was unanimous.

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

- 4.1 **CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:**

Pursuant to Government Code section 54956.9(a) and (d)(1):  
San Ysidro School District v. Manuel Paul  
San Diego Case No. 37-2015-00003840-CU-NP-CTL

- 4.2 **GOVERNMENT CODE SECTION 54957.6**  
**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Jose Arturo Sanchez-Macias, Deputy Superintendent  
Employee Organizations:

San Ysidro Education Association/CTA  
California School Employees Association, Chapter 154  
Unrepresented:  
Administrators, Classified Management, Confidential/Supervisory

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

The Board had nothing to report at this time and will return to Closed Session.

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

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

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

8. **CONFERENCE SESSION**  
**Reports/Presentations**

- 8.1 Instructional Design Update
- 8.2 Special Education Goals and Objectives
- 8.3 Facilities Update - Smythe, La Mirada and SYMS – *There was no update on SYMS at this time.*

9. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**

**Patricia Manley, Teacher,** 1) Thanked the Board and Dr. Fonseca. 2) Commented that there is a mindset in certain districts not to waste resources on special needs children because they can't learn. She taught Special Education 8<sup>th</sup> grade students and one made honor roll and another received a scholarship. 3) Mentioned that last year, Special Education teachers were told they would receive Excel Math and they never did. 4) Commented that the District needs to recognize that students with special needs can learn, have potential and are able to go to college. They need to have the same opportunities as the general education students.

**David Flores, Casa Familiar,** 1) Shared information about the Air Quality Monitoring Study. 2) Mentioned that Mr. Matt Rodriguez, Secretary of CALEPA, will be here for the unveiling of the first monitor. 3) Thanked the Board and Superintendent.

**Jennifer Cuestas, Teacher,** 1) Thanked the Board and Superintendent. 2) Mentioned that she enjoyed the Special Education presentation and the questions the Board asked. 3) Thanked the Special Education Director for meeting with SYEA monthly to discuss issues. 4) Commented that the District has the ability to have the best Special Education Department.

**PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING**

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**10. ITEMS FROM THE BOARD & SUPERINTENDENT**

**President Diaz,** 1) Commented that students listen and learn from all District employees and regardless of their position, they are educators to them. 2) Mentioned that District employees and the Board are here for students and face the challenge of guiding them whenever they need support. 3) Commented that the EL Plan for students was developed this year and the implementation of it needs to be thought-out carefully. 4) Thanked Mr. Hua and his team for developing the EL Plan. 5) Asked Mr. Hua to communicate to teachers and staff that we are all here for the students, keep them motivated and guide them.

**Vice-President Linares,** 1) Commented that he apologizes if he offended anyone. That was not his intention. Commented that he is a visionary man and sometimes doesn't say things the right way. His point is that we need to start planning now. 2) Mentioned that he knows there is no money to build new schools now but the District has the opportunity to get it. Proposition 51 will provide funding for construction. The District needs to do its part and start planning. 3) Commented that the only way the District can get money is through bonds. There is no money for Beyer and the schools need to be rebuilt. He considers waiting a waste of time. 4) Mentioned that the Board will pass a resolution to form a Citizens' Oversight Committee. The committee will oversee that money is spent properly.

5) Commented that if we don't start trying to get those bonds now, the committee will be useless.

**Member Martinez,** 1) Thanked all staff for being at the meeting. 2) Commented that he wants updates on what is being done at SYMS with the Athletic League in collaboration with Sweetwater and when the Music & Theater Program will start. 3) Mentioned that he would also like an update on Beyer and a community forum with residents from the Beyer area to find out what they want built at that site with the resources available. 4) Commented that he would like to lead these meetings to ensure communication and transparency and would like the meetings scheduled during the fall or early winter. 5) Mentioned that we need to be proactive about the transitional homeless family issue who are being evicted. 6) Commented that most people believe in stereotypes but the reality is that these families are living at motels, with someone else or in cars. Students living with these families have difficulty learning because they worry about their safety at night. 7) Mentioned that San Ysidro rarely gets the national attention it deserves to provide help to families. We need to put pressure on our higher up elected officials and make sure they give us the support we need. 8) Commented that he will organize a South Bay Transitional Homeless Resource Fair. 9) Thanked Veronica Medina for her volunteer work and Dr. Fonseca and staff for helping families that are being evicted and the Board for the direction they're going.

**Clerk Kinney,** 1) Commented that he attended the District Resource Fair for families and assisted with giving out backpacks with school supplies to students. 2) Mentioned that it was a blessing to see the students selecting their own backpacks. 3) Commented that he and Veronica Medina attended a

LULAC Chapter meeting in Los Angeles. LULAC donated items to the District. 4) Thanked Veronica Medina for everything she does.

**Member Pallasigüe,** 1) Thanked Pamela Lambert for starting the “Third Meal of the Day” for our students. 2) Commented that she is very happy we have a District that cares about the students beyond the school session. 3) Mentioned that she doesn’t want to lose focus on empowering our boys and girls and wants to keep the dream of starting Girls Inc. alive to help girls from broken homes who decide to go into sex trafficking by choice. 4) Commented that basic choir classes in middle school are important and helpful. 5) Mentioned that she would like to learn as much as possible about Special Education and commended Danielle Clark for keeping the Board informed. 6) Mentioned that the Board is here to serve all employees and wants them to feel comfortable reaching out to her whenever there’s a concern.

**Dr. Fonseca, Superintendent,** 1) Commented that we should not lose focus on what the District is doing for students. The District is solid and is doing an amazing job in educating children that happen to have issues with poverty. 2) Mentioned that he has no problem apologizing to staff when things are not being done right. 3) Commented that the Athletic League will have its first competition on September 17, 2016, in collaboration with Sweetwater. The District is participating in soccer, baseball, tennis and other general sports for boys and girls. 4) Mentioned that the LULAC Chapter has 136,000 members nationwide. They offered to help the District with the homeless issue when they heard our situation. He is very proud that they want to take the issue to Washington, D.C.

5) Commented that the Reconfiguration Plan is underway. The community and Board will get updates, a calendar of events will be developed and posted on line and he will work closely with the classified and teacher unions so everyone knows what is being done. 6) Mentioned that the District Security Manager will be approved tonight. He is currently working with the San Diego Police Department.

7) Commented that the District has submitted an application for Promised Neighborhood and will be competing nationwide. 8) Thanked Arturo Sanchez Macias, Deputy Superintendent, for creating a new website. 9) Thanked the Facilities Advisory Committee and invited everyone who is interested in Beyer to participate. 10) Thanked classified and teachers for doing all the right things for the students.

## 11. GENERAL ADMINISTRATION

### 11.1 MINUTES

The Board approved the minutes of the Regular Board meeting of July 14, 2016 and the Special Board meeting of July 18, 2016 and the minutes of the San Ysidro Schools Public Financing Corporation meeting of July 14, 2016.

Motion: Linares                      Second: Kinney    Vote: Unanimous

### 11.2 ADOPTION OF 2015-2016 UNAUDITED ACTUALS FINANCIAL REPORT

The Board approved the adoption of the 2015-2016 Unaudited Actuals Financial Report.

Motion: Martinez                      Second: Linares    Vote: Unanimous

### 11.3 2015-2016 EDUCATION PROTECTION ACCOUNT (EPA) YEAR-END EXPENDITURE REPORT

Information Only – See attached 2015-2016 EPA Expenditure Report (Proposition 30 funds). The EPA Expenditure Report for 2015-2016 will be published on the District’s website for public view.

11.1

Page 14 of 27

**11.4 RESOLUTION #16/17-3102**

The Board approved the adoption of Resolution #16/17-3102, intent to establish a Citizens' Oversight Committee for its Capital Facilities Financing Program.

Motion: Linares      Second: Martinez      Vote: Unanimous

**11.5 RESOLUTION #16/17-3605 TO ESTABLISH A CAPITAL PROJECT FUND FOR BLENDED COMPONENT UNITS**

The Board approved the adoption of Resolution #16/17-3605.

Motion: Kinney      Second: Linares      Vote: Unanimous

**11.6 RESOLUTION #16/17-3606 TO CLOSE FUND 49-01, 49-02, 49-03 UNDER CFD DISTRICT 082 AND TRANSFER BALANCES TO FUND 049 UNDER DISTRICT 033 FOR CFD NO. 1, NO. 2, AND NO. 3**

The Board approved the adoption of Resolution #16/17-3606.

Motion: Linares      Second: Kinney      Vote: Unanimous

Vice-President Linares made a motion to recess at 8:17 p.m., seconded by Member Martinez. The vote was unanimous. The Board reconvened at 8:26 p.m.

**11.6A ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board

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

**11.7 PUBLIC HEARING OF THE WAIVER SUBMISSION FOR TRANSITIONAL KINDERGARTEN LENGTH OF DAY**

The Board opened and closed the annual Public Hearing on the purpose and requirements of the waiver for half day Transitional Kindergarten at Vista Del Mar and Smythe Elementary Schools for the 2016-2017 school year.

Motion: Martinez      Second: Linares      Vote: Unanimous

**11.8 RESOLUTION NO. 16/17-0002 TO APPROVE A WAIVER SUBMISSION FOR TRANSITIONAL KINDERGARTEN PROGRAMS**

The Board adopted Resolution No. 16/17-0002 to submit a waiver of Transitional Kindergarten adjustment for the length of day at Vista Del Mar and Smythe Elementary Schools for 2016-2017 school year.

Motion: Linares      Second: Martinez      Vote: Unanimous

**11.9 NEW DISTRICT LOGO – THIRD READING**

The Board amended the motion and approved third reading of the new logo for the San Ysidro School District.

Motion: Pallasigue      Second: Linares      Vote: Unanimous

**11.10 RESOLUTION #16/17-3101**

The Board approved Resolution #16/17-3101 authorizing agents to sign bank account checks and school orders for fiscal year 2016-17, adding Mr. Roberto Carrillo and removing all others as designated authorized signers for the Associated Student Body (ASB) Account effective August 23, 2016.

Motion: Linares      Second: Martinez      Vote: Unanimous

**11.11 ACTIVATE RESOLUTION #15/16-3123 TO PROCURE FLOORING PURCHASES AND SERVICES THROUGH THE DEPARTMENT OF GENERAL SERVICES (DGS) CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT #4-14-72-0057A AND BASE GSA SCHEDULE #GS-27F-0504H WITH KYA SERVICES LLC**

The Board approved to activate Resolution #15/16-3123 for services under KYA Services, LLC for flooring products and services to be paid from the General Fund & Redevelopment Fund.

Motion: Linares      Second: Kinney      Vote: Unanimous

**12. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Items 12A.1, 12A.2, 12A.3, 12A.8, 12B.8, 12B.9, 12B.14, 12B.29, 12B.34, 12D.4 for discussion and to be voted on separately.
- 2) Item 12A.8 -- Staff Development Special Circumstances Independent Assessment (SCIA) Training. Added names of: Rebecca Ackerman, Martha Murillo and Miguel Aguilera and changed the amount from \$90.00 to \$180.00.

Motion: Martinez      Second: Linares      Vote: Unanimous

**12A. CURRICULUM & INSTRUCTION**

**12A.1 LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY**

The Board approved the purchase of the Renaissance Learning Program for all sites at an estimated cost of \$116,415.06 from supplemental and concentration funds.

Motion: Linares      Second: Pallasigue      Vote: Unanimous

**12A.2 CAYEN TUTORING PROGRAM AS THE INTERVENTION MANAGEMENT SYSTEM FOR ELIGIBLE SCHOOLS IN PROGRAM IMPROVEMENT**

The Board approved Cayen Systems, LLC as the Intervention Management System provider for our District at an estimated cost of \$7,085.00 from Title I funds.

Motion: Martinez      Second: Linares      Vote: Unanimous

**12A.3 SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR LA MIRADA**

The Board approved the 2016-2017 Single Plan for Student Achievement for La Mirada School.

Motion: Martinez      Second: Kinney      Vote: Unanimous

**12A.4 UNIFORM COMPLAINT PROCEDURES AND POLICIES AND WILLIAMS COMPLAINT PROCEDURES AND POLICIES FOR 2016-2017**

The Board approved the Uniform Complaint Procedures (UCP) and Policies and Williams Complaint Procedures and Policies for school year 2016-2017.

**12A.5 OCEAN VIEW HILLS 8<sup>TH</sup> GRADE TRIP TO WASHINGTON, D.C., PHILADELPHIA AND NEW YORK 2017**

The Board approved the attendance and participation of 10-15 students and 2 chaperones from Ocean View Hills School to a trip to Washington, D.C., Philadelphia, and New York during March 25-30, 2017. The cost should not exceed \$38,700.00 from Club DC donations, fundraisers, and student fees.

**12A.6 FIELD TRIPS TO OPERATION SCHOOL BELL**

The Board approved ten field trips to Operation School Bell during the school year 2016-2017 for the following schools: La Mirada, Willow, Smythe, Sunset, Vista Del Mar and Ocean View Hills. The cost of transportation is not to exceed \$5,000.00 from supplemental and concentration funds.

**12A.7 SAN DIEGO STATE UNIVERSITY/ COLLEGE OF HEALTH AND HUMAN SERVICES DEPARTMENT OF SOCIAL WORK AND GERONTOLOGY PROGRAM INTERNSHIP**

The Board approved the San Diego State University College of Health and Human Services Department of Social Work and Gerontology Program Internship for the 2016-2017 school year at no cost to the District.

**12A.8 STAFF DEVELOPMENT**

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Tony Hua,	Putting it All	SDCOE	August 22, 2016	\$650.00	Supplemental & Concentration Fund
Kelli Hay,	Together –		November 10, 2016		
Melissa Brown	5 Sessions		January 26, 2017		
			March 21, 2017		
			May 11, 2017		

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Janette Ridgels, Marjorie Palacios, Sam Sardo, Ruth Rivera	Communication Severity Scales Workshop	SDCOE	August 30, 2016	\$160.00	Special Education Fund
Rick Quintana	Crisis Prevention Intervention	North County Regional Ed. Center	August 19-16, 2016	\$2,670.00	Special Education Fund
Janette Ridgels	Desired Results Access Project Train the Trainer Institute	SDCOE	August 30, 2016	\$0	No Cost
Janette Ridgels, Rick Quintana, Denisse Villezcas, Rebecca Ackerman, Miguel Aguilera, Martha Murillo	Dyslexia Training	Poway Unified School District	September 12, 2016	\$0	No Cost
Rick Quintana, Denisse Villezcas, Rebecca Ackerman, Miguel Aguilera, Martha Murillo	Introduction to CHC Theory	South County Regional Educational Center	September 2, 2016	\$0	No Cost
Rick Quintana, Denisse Villezcas, Janette Ridgels <b>Rebecca Akerman,</b> <b>Martha Murillo,</b> <b>Miguel Aguilera</b>	Special Circumstances Independent Assessment (SCIA) Training	SDCOE	August 24, 2016	<b>\$180.00</b>	Special Education Fund
Rick Quintana, Denisse Villezcas, Rebecca Ackerman, Miguel Aguilera, Martha Murillo	Engaging Challenging Students with High Impact Strategies	SDCOE	August 30 – Sept. 1, 2016	\$475.00	Educator Effectiveness Fund
Daniel Chavez	2016 VEBA Advisory Council Meeting	San Diego	August 12, 2016	\$0	No Cost
Daniel Zummo	Professional Memberships	Sacramento	October 5-7, 2016	\$1,500.00	General Fund
Daniel Chavez	2016 Benefit Admin Training	San Diego	September 9, 2016	\$0	No Cost

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Efrain Burciaga, Erika Meza, Karina Kaai, Arturo Preciado, Entelechy Saron, Manuela Colom, Luis Ramos, Ma. Elena Delgadillo, Janielle Ednalino, Maura Dunn, Joel Tapia, Laura English, Stevon Curry, Thelma Sotelo, Daniel Valarezo, Manuel Bojorquez, Monica Olivan, Dalia Gonzalez, Veronica Trattner, Rick Quintana	Best Behavior: Building Positive Behavioral Interventions and Supports	San Diego	September 21 & 22, 2016	\$1,500.00	Special Education and Educator Effectiveness Fund
Tony Hua, Veronica Medina, Jorge Von Borstel, Adriana Garcia, Maida Gonzales, Marisela Gonzalez, Veronica Aguayo, Karina Kaai, Rafael Estrada, Nirvana Bustos, Monica Olivan	Annual Summit on Student Engagement and Attendance	San Diego	September 9, 2016	\$550.00	Title I Fund
Veronica Medina, Tony Hua	Pupil Services Administrators Meetings	SDCOE	September 20, 2016 November 10, 2016 February 7, 2017 May 10, 2017	\$0	No Cost
Tony Hua	Network Meetings	SDCOE	As scheduled by SDCOE	\$0	No Cost
Substitute Teachers, (See attached list)	Professional Developments	TBD	August 24, 2016 – June 30, 2017	As needed	Supplemental & Concentration Funds, Title II, Title III and

Motion: Martinez      Second: Linares      Vote: Unanimous

**12B. BUSINESS****12B.1 PURCHASING REPORT**

The Board approved/ratified the following purchase orders incurred by the District during the period of July 1, 2016 through August 10, 2016. (Report #1):

- General Fund: 0000000196-0000000211, 0000000214-0000000227, 0000000229, 0000000231-0000000234, 0000000238-0000000242, 0000000244, 0000000246-0000000248, 0000000250, 0000000261-0000000265, 0000000267-0000000276, 0000000278-0000000293, 0000000302-0000000304, 0000000307-0000000314-0000000316-0000000319, 0000000327-0000000339, 0000000341, 0000000343-0000000351, 0000000354-0000000355, 0000000357, 00000003590000000366, 0000000369-0000000380, 0000000383-0000000385, 0000000387-0000000389, 0000000392-0000000395, 0000000397-0000000403, 0000000405-0000000406, 0000000408-0000000410, 0000000417
- Child Development Fund: 0000000382
- Cafeteria Fund: 0000000204, 0000000212, 0000000228, 0000000230, 0000000235-0000000237, 0000000243, 0000000245, 0000000249, 0000000252-0000000260, 0000000294-0000000301, 0000000305-0000000306, 0000000315, 0000000320-0000000324, 0000000326, 0000000340, 0000000352-0000000353, 0000000358, 0000000362, 0000000381, 0000000390-0000000391, 0000000396, 0000000404, 0000000407, 0000000414-0000000416
- Building Fund: 0000000342, 0000000359, 0000000367, 0000000375, 0000000386, 0000000401, 0000000412-0000000413.

**12B.2 EXPENDITURE REPORT**

The Board approved/ratified expenditures incurred by the District during the period of June 30, 2016 through August 15, 2016. Listing sheets #856 through #879. Payments were made with checks #14-140400 through #14-150804 for a total expenditure of \$1,579,081.61.

**12B.3 ACCEPTANCE OF DONATIONS**

The Board accepted a donation valued at \$4,983.37 to help support and enrich our educational programs.

**12B.4 CHANGE ORDER TO BLUE COAST CONSULTING PROPOSAL FOR DSA CLOSE OUT SERVICES SAN YSIDRO MIDDLE SCHOOL MULTI-CULTURAL COMPLEX**

The Board approved the Blue Coast Consulting Change Order for DSA Close Out Services for the San Ysidro Middle School's Multi-Cultural Complex building at an additional cost not to exceed \$10,380.00 from the building fund.

**12B.5 CONFIDENTIALITY AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION (SOUTH COUNTY SELPA) AND COLLABORATIVE LEARNING SOLUTIONS**

The Board approved/ratified the Confidentiality Agreement with the San Diego County Office of Education and Collaborative Learning Solutions.

**12B.6 AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS - FRINGE BENEFITS CONSORTIUM INSURANCE SERVICES**

The Board approved/ratified the Business Associate Agreement with San Diego County Superintendent of Schools, as the Plan Administrator of the San Diego and Imperial County Schools Fringe Benefits Consortium Insurance Services, LLC.

**12B.7 AGREEMENT WITH DIMENSION DATA NORTH AMERICA, INC.**

The Board approved/ratified the agreement with Dimension Data North America, Inc. for 2016-17 at an hourly rate of \$185.00 for an estimated annual cost of \$12,950.00 from the general fund.

**12B.8 SAN DIEGO STATE UNIVERSITY – STUDENT TEACHING AGREEMENT**

The Board approved the San Diego State University – Student Teaching Agreement (#40106097) for the 2016-2017 through 2018-2019 school years.

Motion: Linares      Second: Martinez      Vote: Unanimous

**12B.9 AGREEMENT WITH VECTOR RESOURCES, INC. DBA VECTORUSA FOR UPGRADING TECHNOLOGY SYSTEMS**

The Board approved/ratified the three agreements with Vector Resources, Inc. dba VectorUSA for upgrading the District's domain, replacing servers and the old Cisco Firewall for a total cost of \$115,074.32 from the General Fund.

Motion: Martinez      Second: Linares      Vote: Unanimous

**12B.10 AGREEMENT WITH CSM CONSULTING, INC. FOR E-RATE PROGRAM**

The Board approved/ratified the E-rate Program Contract with CSM Consulting, Inc. at an estimated cost of \$20,000.00 paid from E-Rate funds.

**12B.11 AGREEMENT WITH FRONTLINE FOR AESOP ATTENDANCE SYSTEM**

The Board approved/ratified the agreement with FrontLine for AESOP Attendance System at an estimated cost of \$10,764.00 from the general fund.

**12B.12 ADDENDUM TO THE EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START 2016-17 AGREEMENT**

The Board approved/ratified the addendum to the ECS Head Start Agreement for fiscal year 2016-2017.

**12B.13 MEMORANDUM OF UNDERSTANDING WITH THE CHILDREN'S INITIATIVE FOR THE CHILDHOOD INJURY PREVENTION PROJECT**

The Board approved/ratified the Memorandum of Understanding with The Children's Initiative for the Childhood Injury Prevention Project during the school year 2016-17 at no cost to the District.

**12B.14 MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE**

The Board approved the Memorandum of Understanding with the Jewish Family Service to provide the “Triple P” Positive Parenting Program to children and families of the District during school year 2016-17 at no cost to the District.

Motion: Martinez      Second: Linares      Vote: Unanimous

**12B.15 MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM**

The Board approved the Memorandum of Understanding with the Regents of the University of California for the Expanded Food & Nutrition Education Program for school year 2016-17 at no cost to the District.

**12B.16 AGREEMENT WITH ASSISTANCE LEAGUE OF GREATER SAN DIEGO**

The Board approved the Agreement with Assistance League of Greater San Diego for the next three years (2016-17 to 2018-19) at no cost to the District.

**12B.17 AGREEMENT WITH PROFESSIONAL GRAPHIC DESIGNER**

The Board approved the agreement with Lizbeth Rocha, Professional Graphic Designer to provide designs for a new logo for the Nutrition Services Department at a cost not to exceed \$360.00 from Nutrition Services funds.

**12B.18 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO FOOD BANK FOR THE FOOD 4 KIDS PROGRAM**

The Board approved/ratified the Memorandum of Understanding with the San Diego Food Bank to have the Food 4 Kids Program at Smythe School and authorize the Superintendent/designee to enter into agreement for La Mirada, Ocean View Hills, Vista Del Mar, and San Ysidro Middle Schools if/when approved by the San Diego Food Bank. These services are provided at no cost to the students, families and District.

**12B.19 AGREEMENT WITH FEEDING AMERICA SAN DIEGO**

The Board approved/ratified the agreement with Feeding America San Diego for the School Pantry Program at Sunset and Willow Schools during school year 2016-17. These services are provided at no cost to the students, families and District.

**12B.20 MEMBERSHIP RENEWAL FOR THE SUPERINTENDENT FOR SCHOOL YEAR 2016-2017**

The Board approved membership renewal for Julio Fonseca, Ed.D., Superintendent, to the Otay Mesa Chamber of Commerce for 2016-17 school year at a cost of \$125.00 from the general fund.

- 12B.21 AGREEMENT WITH LORRAINE JOHNSON, PH.D., L.C.S.W.**  
The Board approved the agreement with Lorraine R. Johnson, Ph.D., L.C.S.W. for school year 2016-17 at a not to exceed cost of \$7,930.00 from the Educationally Related Mental Health Services (ERMHS) fund.
- 12B.22 AGREEMENT WITH MY PT SAN DIEGO**  
The Board approved the agreement with My PT San Diego to provide physical therapy evaluations and consultations to a special education student per their Individual Educational Plan at a cost not to exceed \$5,000.00 from Special Education funds.
- 12B.23 AGREEMENT WITH DEANNE BRIXEY MONTE FOR SCHOOL PSYCHOLOGIST CONSULTING SERVICES**  
The Board approved the agreement with Deanne Brixey Monte, MA, MS, NCSP, LEP as a school psychologist consultant for 2016-2017 school year at a cost not to exceed \$10,000.00 from special education funds.
- 12B.24 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL FOR 2016-2017 SCHOOL YEAR**  
The Board approved/ratified the San Diego County Nonpublic Master Contract with Aseltine School for 2016-2017 school year at a cost of \$122,396.40 from the Special Education funds.
- 12B.25 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH CAROLYN KARINEN CCP-SLP FOR 2016-2017 SCHOOL YEAR**  
The Board approved/ratified the San Diego County Nonpublic Master Contract with Carolyn Karinen, CCP-SLP for school year 2016-2017 at an estimated cost of \$108,000.00 from the Special Education funds.
- 12B.26 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH STAFF REHAB FOR 2016-2017 SCHOOL YEAR**  
The Board approved/ratified the San Diego County Nonpublic Master Contract with Staff Rehab for school year 2016-2017 at an estimated cost of \$108,000.00 from the Special Education funds.
- 12B.27 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER**  
The Board approved/ratified the San Diego County Nonpublic Master Contract with Stein Education Center for 2016-2017 school year at a total cost of \$51,040.02 from the Special Education funds.
- 12B.28 AGREEMENT WITH SAN DIEGO CENTER FOR VISION CARE**  
The Board approved the agreement with San Diego Center for Vision Care to provide independent vision efficiency and visual perceptual evaluations, and vision therapy sessions to special education students per their Individual Education Plans at a cost not to exceed \$5,000.00 from Special Education Funds.

- 12B.29 AGREEMENT WITH INSTITUTE FOR CRIMINAL JUSTICE TRAINING**  
The Board approved the agreement with Institute for Criminal Justice Training in an amount not to exceed \$25,000.00 for school year 2016-17 from the supplemental and concentration funds.

Motion: Martinez                      Second: Linares    Vote: Unanimous

- 12B.30 AGREEMENT WITH EAST L.A. CLASSIC THEATRE, INC. FOR BEYOND THE BELL BROADWAY AFTER SCHOOL PROGRAM**  
The Board approved the agreement with East L.A. Classic Theatre, Inc. for 2016-17 at a cost not to exceed \$140,000.00 from the supplemental and concentration fund.

- 12B.31 PROFESSIONAL MEMBERSHIP FOR DEPUTY SUPERINTENDENT**  
The Board approved/ratified the membership for J. Arturo Sanchez Macias, Deputy Superintendent to the California Coalition for Adequate School Housing at a cost of \$1,975.00 from the general fund.

- 12B.32 AIR QUALITY RESEARCH STUDY**  
The Board approved participation in the Air Quality Research Study from August 2016 to August 2017 at no cost to the District.

- 12B.33 MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MOUNT CARMEL FOR TITLE II FUNDING AND SERVICES**  
The Board approved/ratified the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2016-2017 school year at a cost not to exceed \$3,045.00.

- 12B.34 VISUAL AND PERFORMING ARTS (VAPA) REQUEST FOR PROPOSALS - SELECTION**  
The Board approved the selection of THINK Together, Inc. as the organization to provide Visual and Performing Arts (VAPA) services for 2016-17 school year.

Motion: Martinez                      Second: Pallasigue    Vote: Unanimous

- 12B.35 AGREEMENT WITH CULVER-NEWLIN FOR FURNITURE AND ACCESSORIES VIA A “PIGGYBACK” AGREEMENT WITH HAWTHORNE SCHOOL DISTRICT BID #13-14-1**  
The Board approved/ratified the agreement with Culver-Newlin for furniture and Accessories via a “Piggyback” agreement with Hawthorne School District’s Bid #13-14-1. All expenses will be paid from the general and redevelopment funds.

**12B.36 AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES**

The Board approved/ratified the agreement with Forensic Analytical Consulting Services at an amount not to exceed \$5,000.00 from the general fund.

**12B.37 MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR SCHOOL-BASED PREVENTION AND EARLY INTERVENTION (PEI)**

The Board approved/ratified the Memorandum of Understanding with South Bay Community Services to provide School-Based Prevention and Early Intervention (PEI) services during school year 2016- 2017 at no cost to the District.

**12C. PERSONNEL – CLASSIFIED****EMPLOYMENT**

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

**12C.1** Administrative Secretary III: Jorge Cervantes, effective September 1, 2016.

**12C.2** Gardener: Susana Anaya, effective September 1, 2016.

**12C.3** Instructional Aides (Part Time): Maria Cabrera, Dulce Contreras, Eva Duarte, Esmeralda Morales and Ana Sepulveda-Nunez, effective September 1, 2016.

**12C.4** Substitute Custodians: Andrew Macias, effective September 1, 2016.

**LEAVE OF ABSENCE**

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

**12C.5** Instructional Aide Special Education: Hector Pedrero from September 5, 2016 to May 17, 2017.

**RESIGNATION**

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

**12C.6** Noon Supervisor: Michelle Hernandez, effective July 27, 2016.

**RETIREMENT**

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

**12C.7** Instructional Aide Special Education: Irene Torres-Jauregui, effective August 31, 2016.

**12D. PERSONNEL – CERTIFICATED****EMPLOYMENT**

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

**12D.1** Classroom Teachers: Christopher Brown, effective July 27, 2016, Christine Hills, effective July 27, 2016 and Norma Sedano, effective September 1, 2016.

**12D.2** Head Start Permit Teacher: Cristina Renteria, effective September 1, 2016.

**12D.3** Math Teacher: Oscar Garcia, effective September 1, 2016.

**12D.4** Music Teacher: Bijan Zelli, effective September 1, 2016.

Motion: Martinez      Second: Linares      Vote: Unanimous

- 12D.5** Preschool Permit Teacher (Part Time): Cristina Rivera-Ortiz, effective September 1, 2016.
- 12D.6** Science Teacher: Sheila Krotz, effective September 1, 2016.
- 12D.7** Temporary Preschool Permit Teachers (Part Time): Victoria Boone, effective July 25, 2016, Matilde Diaz, effective July 25, 2016, Ana Molina, effective July 25, 2016 and Cristina Rivera-Ortiz, effective September 1, 2016.
- 12D.8** Temporary Classroom Teachers: Kayla Globerson, effective September 1, 2016 and Ian Olguin, effective July 25, 2016.

**RESIGNATION**

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

- 12D.9** Math Teacher: Allison Scott, effective July 15, 2016.
- 12D.10** Special Education Teacher: Juan Murillo, effective July 19, 2016.
- 12D.11** English Teacher: Sam Geraci, effective July 22, 2016

**12E. PERSONNEL – MANAGEMENT**

**EMPLOYMENT**

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

- 12E.1** District Security Manager: Ronald Lovelace, effective September 1, 2016.

Member Martinez made a motion to recess to Closed Session, seconded by Member Pallasigue. The vote was unanimous.

**4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 9:15 p.m. in accordance with section 54954.5 regarding:**

**4.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:**

Pursuant to Government Code section 54956.9(a) and (d)(1):  
San Ysidro School District v. Manuel Paul  
San Diego Case No. 37-2015-00003840-CU-NP-CTL

**4.2 GOVERNMENT CODE SECTION 54957.6  
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Jose Arturo Sanchez-Macias, Deputy Superintendent

Employee Organizations:

- San Ysidro Education Association/CTA
- California School Employees Association, Chapter 154
- Unrepresented:  
Administrators, Classified Management, Confidential/Supervisory

**RECONVENED into OPEN SESSION at 10:05 p.m.** to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

- 1) On a vote of 5-0, the Board authorized counsel to initiate a writ of mandate related to the San Ysidro School District v. Manuel Paul Case No. 37-2015-00003840-CU-NP-CTL.

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

**13. ADJOURNMENT**

Time: 10:16 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary  
Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** RESOLUTION TO SUPPORT RED RIBBON WEEK,  
OCTOBER 23 – 31, 2016: “YOU ONLY LIVE ONCE, BE DRUG FREE”

**BACKGROUND INFORMATION:**

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

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

The Red Ribbon Celebration is designed to:

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

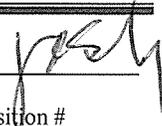
Red Ribbon Week in California will be the week of October 23-31, 2016. The theme for this year is “You Only Live Once, Be Drug Free”. All schools will be provided with holographic bracelets for their staff and students to wear during “Red Ribbon Week” signifying their commitment to a drug-free school and community.

**RECOMMENDATION:**

Approve the Resolution No. 16/17-0004 to support the activities during the Red Ribbon week of October 23-31, 2016, with expenditures not to exceed \$1,500.00 for bracelets from the tobacco use and prevention education fund.

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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

0000000630

\$1,500.00

(Amount)

Tobacco Use &  
Prevention Education Fund

(Name of funding source and/or location)

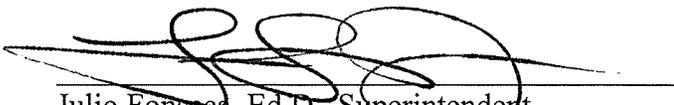
0100-6650000-0000-2100-4300001-061

(Funding account number)

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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**

**RED RIBBON WEEK**

**Resolution No. 16/17-0004**

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

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

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

*WHEREAS*, it is these effective partnerships which enable all community members to declare themselves as "You Only Live Once, Be Drug Free"; and,

*WHEREAS*, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31, 2016; and

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

*NOW, THEREFORE, BE IT RESOLVED*, that the Governing Board of the San Ysidro School District does hereby support October 23-31, 2016, as RED RIBBON WEEK, and encourages all citizens and the schools of the District to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

*PASSED AND ADOPTED* this 13<sup>th</sup> day of October, 2016 at a regular meeting of the Governing Board of the San Ysidro School District.

\_\_\_\_\_  
Marcos A. Diaz, President

\_\_\_\_\_  
Rodolfo Linares, Vice-President

\_\_\_\_\_  
Steven Kinney, Clerk

\_\_\_\_\_  
Antonio Martinez, Member

\_\_\_\_\_  
Rosaleah Pallasig, Member

\_\_\_\_\_  
Julio Fonseca, Ed.D., Superintendent

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** NEW DISTRICT LOGO

**BACKGROUND INFORMATION:**

Over the last year, the District has been working closely with all stakeholders as we increase the rigor of our curriculum, incorporate new programs and foster closer partnerships with our community to help us best serve our students. As we continue these initiatives, it is important that our image reflects the quality of education that we offer.

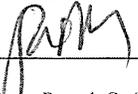
Because of your previous survey responses, we have decided to revise the logo to accommodate your suggestions. Using input and ideas from students, staff and community members our marketing team has revised the logo to help us better convey our mission.

**RECOMMENDATION:**

Approve the re-design of the logo for the San Ysidro School District.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes     No

Yes     No

N/A

N/A

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(Amount)

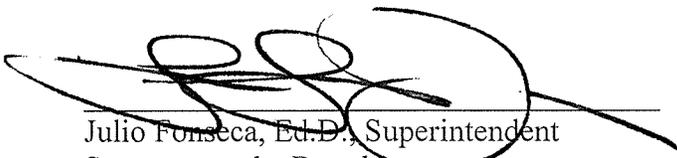
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

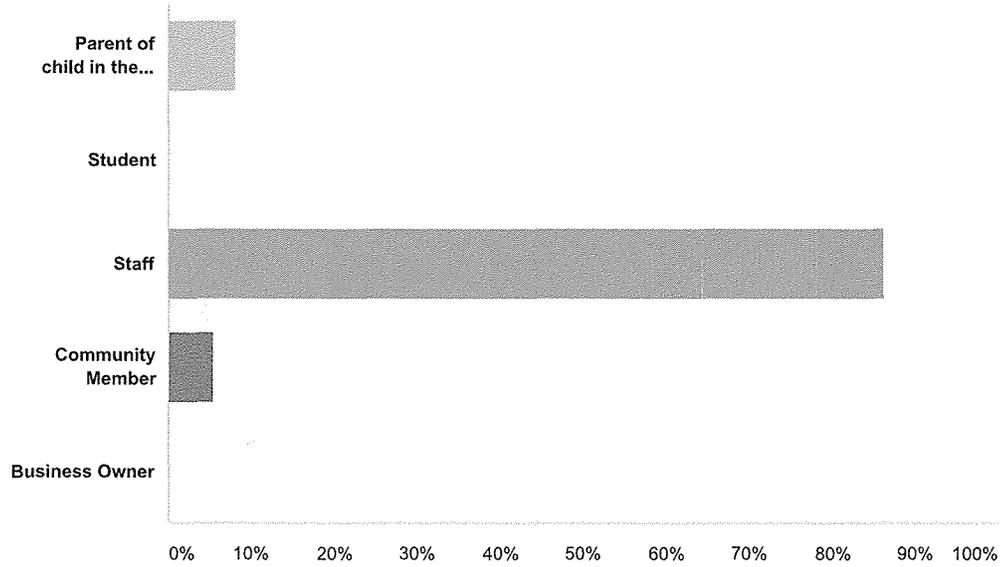
**Superintendent's Office Certification:**

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



### Q2 What is your relationship to the District?

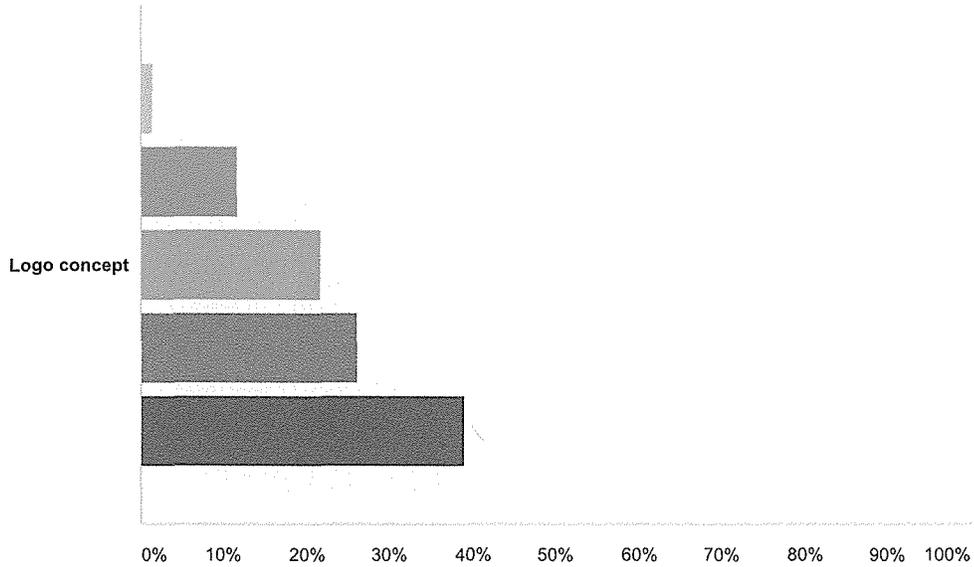
Answered: 73 Skipped: 0



Answer Choices	Responses	Count
Parent of child in the District	8.22%	6
Student	0.00%	0
Staff	86.30%	63
Community Member	5.48%	4
Business Owner	0.00%	0
<b>Total</b>		<b>73</b>

**Q3 Does the logo reflect the mission and values of San Ysidro School District?  
Please provide a rating between 1-5, with 5 being that the logo most closely matches the mission and values of the District.**

Answered: 69 Skipped: 4

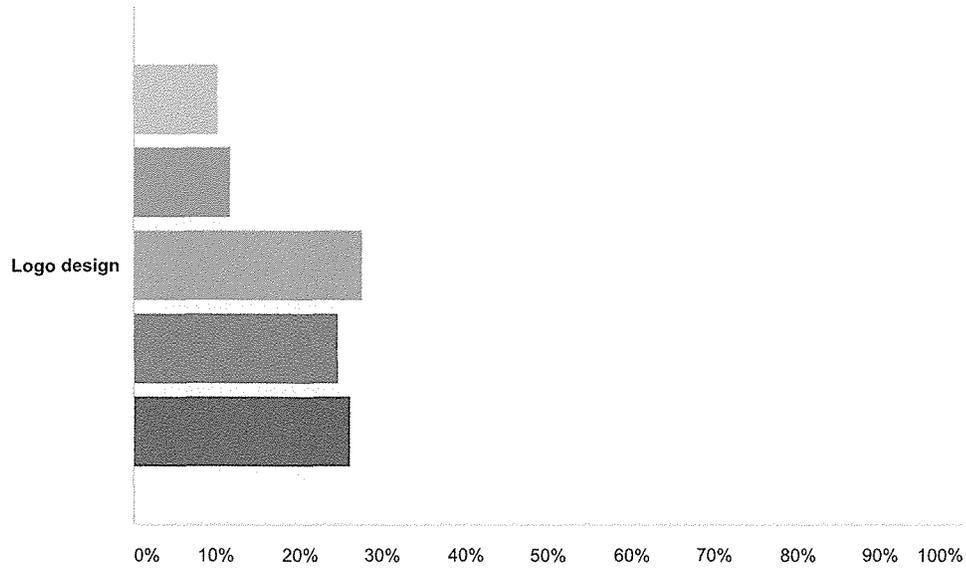


- 1. The logo does not match the mission or values of the District.
- 2. The logo is off the mark in representing the District.
- 3. The logo fits the District, but could be improved.
- 4. Logo closely matches the mission and values of the District.
- 5. The logo is great and matches the mission and values of the District.

	1. The logo does not match the mission or values of the District.	2. The logo is off the mark in representing the District.	3. The logo fits the District, but could be improved.	4. Logo closely matches the mission and values of the District.	5. The logo is great and matches the mission and values of the District.	Total
Logo concept	1.45%	11.59%	21.74%	26.09%	39.13%	69
	1	8	15	18	27	

**Q4 Please rate the overall design of the logo with 5 being most favorable.**

Answered: 69 Skipped: 4



1. I do not care for the design.  
  2. The design is neither good, nor bad.  
 3. Good design.  
  4. I really like the design.  
  5. I love it!

	1. I do not care for the design.	2. The design is neither good, nor bad.	3. Good design.	4. I really like the design.	5. I love it!	Total
Logo design	10.14% 7	11.59% 8	27.54% 19	24.64% 17	26.09% 18	69

## LOGO #2

### 5. How can we improve this logo design?

Please keep your responses to 50 words or less.

<i>COMMENTS FROM SURVEY:</i>
1. GREAT AS IT IS. FIRST, I CONSIDERED HAVING THE LOGO COLORS MATCH OUR SCHOOL UNIFORMS, BUT PERHAPS THE CONTRAST IS JUST FINE.
2. Change color to royal blue
3. The color of the logo does not fit the San Ysidro community, plus the letters are really simple.
4. Color. I believe the color should be blue.
5. I like the design but not the color its to formal like catholic school.
6. Well, i do like it more than the old logo but, the logo seems dated. The colors don't compliment each other. I like that it has the year. There are too many shapes. It's a cross within a shield within a circle, within another circle.
7. Adding some clip art to portray a global education. The proximity to another country and with internet access, staff and students have the ability to connect with the entire world.
8. The surrounding ribbon looks odd in nature. I assume the symbol of the foot with wings is because we soar? Not sure people will understand that symbol. We cover a wide range of subjects but the symbol of only science and performing arts is used. I feel we somehow need a more general symbol that shows all subjects/learning. The font is too simple. The year should be written in a different font as well. I disagree with the brown color, very adult like.
9. the colors
10. Make it more vivid from all the experiences this district has gone through.
11. I particularly don't like the color. It seems a little old fashioned.
12. This logo is old fashion. Looks like it was designed in 1887. A much better logo was previously presented. Perhaps, having different logos next to each is better format
13. Maybe change the color to a more vivid one.
14. Looking at the 1887, are we saying the District was established then? That our area/ local District was given the name then, or what? I also do not "get" the meaning of the 'winged foot'- literal or figurative. I would like all of the logo symbols to NEED NO TRANSLATION!!
15. Not sure why we have a track and field logo maybe we can change that to represent the goal of trying to add all sports to our district.

11.3

## LOGO #2

### 5. How can we improve this logo design?

Please keep your responses to 50 words or less.

<i>COMMENTS FROM SURVEY:</i>
16. The only thing I am not so sure about is the foot with wings.
17. It looks makes me think of something old. I know that this district is old but I would like to see something more modern.
18. The logo itself looks good, but the color needs to be more vibrant! The reddish coloring subdues the effect. To me it needs to have a more uplifting color or colors!
19. I like the design but not the color
20. Looks classy
21. I feel it needs to be blue.
22. I would like something more rounded or closed off (shape) Don't care too much for the ribbons it gives it a weird shape and the color scheme is not that easy on the eyes. The inside crest, if it was a little wider would be better and maybe a thicker font.
23. No improvements.
24. Make it solid circle. The color maybe dark blue.
25. It is too traditional, like religious logo, look for something modern
26. Maybe integrate an icon that represents technology. I really like the logo.
27. I like it.. I would like to see the alternatives to compare.
28. It's ok.
29. Perhaps something more colorful. We are surrounded by a happy and festive community.
30. Color. looks outdated
31. I love this logo; it resembles a logo of a district to be taken seriously. My only question is, does the 1887 refer to the age of the city or the age of the school district ??? I get the first impression that the district itself was founded in 1887 by this logo ??? I like it because it shows that there is a deep rich history of San Ysidro but just not sure if that year refers to town itself or district - thus, the year can be somewhat misleading or confusing. Otherwise, I love the logo.
32. I would like for the shield to be wider, or not as tall.
33. No improvement needed. The logo gives a sense of pride and camaraderie. It sends the message that our District is focused on academics and the success of our students.
34. I like it ... but maybe the ribbon shading could be a little lighter and possibly consider another color.
35. It has an old school "Harvard" look to it. I would rather see a more modern, innovative logo that will carry our school district into the future!
36. What do each of the items represent?
37. I think the logo is great and really reflect what we are trying to achieve as a district.
38. I love the design. I don't like the colors. I would like to see brighter colors, cheerful

## **LOGO #2**

**5. How can we improve this logo design?**

**Please keep your responses to 50 words or less.**

<b><i>COMMENTS FROM SURVEY:</i></b>
colors. After that I think it will be perfect to reflect the mission of the District and the needs.
39. Close the Circle and make the color blue
40. I would like the logo to be the color blue.
41. The Color(blue)
42. Remove the left bottom image, I don't see how it relates to our district. (Track and Field logo?)
43. It looks good as it is.
44. I like it the design, but can you change the color? I suggest to keep the SYSD blue color.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** RESOLUTION NO. 16/17-3103 ESTABLISHING A GENERAL OBLIGATION BOND CITIZENS' OVERSIGHT COMMITTEE

**BACKGROUND INFORMATION:**

On August 23, 2016, the Governing Board approved Resolution No. 16/17-3102 indicating the intent of the District to establish a Citizens' Oversight Committee (COC). Resolution No. 16/17-3103 establishes that the District wishes to appoint a COC with respect to the District's Election of 1997 general obligation bonds in order to provide additional accountability as to the expenditure of bond proceeds from the Authorization and to approve policies for such COC.

**RECOMMENDATION:**

Approve Resolution No. 16/17-3103.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   jcy  

Financial Implications?

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

Requisition #

Yes     No

Yes     No

N/A  
(Amount)

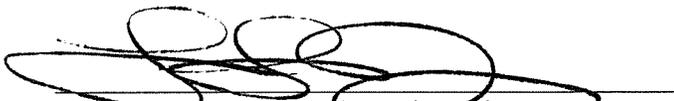
N/A  
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

RESOLUTION NO. 16/17-3103

RESOLUTION ESTABLISHING A GENERAL OBLIGATION BOND  
CITIZENS' OVERSIGHT COMMITTEE

WHEREAS, the issuance of not to exceed \$250,000,000 aggregate principal amount of general obligation bonds (the "Authorization") of the San Ysidro School District (the "District"), County of San Diego (the "County"), State of California, was authorized at an election (the "Election") held in said District on March 4, 1997, the proceeds of which are to be used for the acquisition and improvement of real property of the District; and

WHEREAS, the District has issued, or caused to be issued, \$141,512,610 aggregate principal amount of general obligation bonds under the Authorization in seven series; and

WHEREAS, the District Board now wishes to appoint a citizens' oversight committee with respect to the District's Election of 1997 general obligation bonds (the "Committee") in order to provide additional accountability as to the expenditure of bond proceeds from the Authorization and to approve policies for such Committee;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of San Ysidro School District, as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Establishment of Committee. The Board of Trustees of the District (the "District Board") hereby establishes a citizens' oversight committee for the Election of 1997 General Obligation Bonds (the "Committee").
3. Approval of Policies. The District Board hereby approves the form of Bond Oversight Committee Policies attached as Exhibit A (the "Policies"). The Committee shall operate pursuant to the Board approved Policies. The Committee shall have only those responsibilities granted to them in the Policies, which Policies may be altered or amended by the Board.
4. Other Actions. Officers of the Board and members of the Committee established hereunder are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

5. This resolution shall take effect immediately upon its adoption.

The foregoing resolution was, on the \_\_\_\_ day of \_\_\_\_, 2016, adopted by the Board of Trustees of the San Ysidro School District at a regular meeting by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Secretary of the Board of Trustees of the  
San Ysidro School District

By: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** BOND CITIZENS' OVERSIGHT COMMITTEE POLICY

**BACKGROUND INFORMATION:**

On August 23, 2016, the Governing Board approved Resolution No. 16/17-3102 indicating the intent of the District to establish a Citizens' Oversight Committee (COC). Resolution No. 16/17-3103 establishes that the District wishes to appoint a COC with respect to the District's Election of 1997 general obligation bonds in order to provide additional accountability as to the expenditure of bond proceeds from the Authorization and to approve policies for such COC.

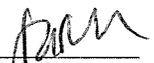
The Bond Citizens' Oversight Committee Policy is to establish policy and procedures for the COC to follow.

**RECOMMENDATION:**

Approve the Bond Citizens' Oversight Committee Policy.

---

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

## **Bond Oversight Committee Policy**

### **Independent Citizens' Oversight Committee.**

(a) The District, as soon as practicable, shall establish and appoint members to an independent citizens' oversight committee organized in accordance herewith.

(b) The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditures of the proceeds of 1997 Proposition C General Obligation Bonds ("Bonds"). The citizens' oversight committee shall actively review and report on the proper expenditure of Bond proceeds for school facilities. The citizens' oversight committee shall convene to provide oversight for, but not be limited to, both of the following:

(i) Ensuring that Bond revenues are expended only on projects authorized by the Board.

(ii) Ensuring that no funds are used for any teacher or administrative salaries or other school operating expenses.

(c) In furtherance of its purpose, the citizens' oversight committee may engage in any of the following activities:

(i) Reviewing efforts by the School District to maximize Bond revenues by implementing cost-saving measures, including, but not limited to, all of the following:

(A) Mechanisms designed to reduce the costs of professional fees.

(B) Mechanisms designed to reduce the costs of site preparation.

(C) Recommendations regarding the joint use of core facilities.

(D) Mechanisms designed to reduce costs by incorporating efficiencies in school site design.

(E) Recommendations regarding the use of cost-effective and efficient reusable facility plans.

(d) The Board shall provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of its purpose and sufficient resources to publicize the conclusions of the citizens' oversight committee, but only out of its own funds, and not from bond proceeds.

(e) All citizens' oversight committee proceedings shall be open to the public and notice to the public shall be provided in the same manner as the proceedings of the Board. The citizens' oversight committee shall issue regular reports on the results of its activities. A report shall be issued at least once a year. Minutes of the proceedings of the citizens' oversight committee shall be available to all.

documents received and reports issued shall be a matter of public record and be made available on an Internet Web site maintained by the Board.

(f) The citizens' oversight committee shall consist of at least seven members who shall serve for a minimum term of two years without compensation and for no more than three consecutive terms. While consisting of a minimum of at least seven members, the District will make its best efforts to form a citizens' oversight committee comprised, as follows:

(i) One member shall be active in a business organization representing the business community located within the School District.

(ii) One member shall be active in a senior citizens' organization.

(iii) One member shall be active in a bona fide taxpayers' organization.

(iv) One member shall be the parent or guardian of a child enrolled in the School District.

(v) One member shall be both a parent or guardian of a child enrolled in the School District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.

(g) No employee or official of the School District shall be appointed to the citizens' oversight committee. No vendor, contractor or consultant of the School District shall be appointed to the citizens' oversight committee. Members of the citizens' oversight committee shall abide by the prohibitions contained in Article 4 (commencing with Section 1090) and Article 4.7 (commencing with Section 1125) of Chapter 1 of Division 4 of Title 1 of the Government Code.

**Annual Financial Audits.** The Board shall conduct an annual, independent financial audit of the Bond proceeds until all of those proceeds have been spent for the school facilities improvement projects authorized by the Board. The results of such audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance herewith.

**Special Bond Proceeds Account; Annual Report to Board.** As long as any proceeds of the Bonds remain unexpended, the Superintendent of the School District shall cause a report to be filed with the Board no later than January 1 of each year, commencing January 1, 2018, stating (a) the amount of Bond proceeds received and expended in that year, and (b) the status of any project funded or to be funded from Bond proceeds. The report may relate to the calendar year, fiscal year or other appropriate annual period as the Superintendent of the School District shall determine, and may be incorporated into the annual budget, audit or other appropriate routine report to the Board.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D  
Superintendent

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

**AGENDA ITEM:** FIRST READING OF BOARD BYLAW 9271 (A-B) SCHOOL BOARD  
CODE OF ETHICS AND ADMINISTRATIVE REGULATION 9271 (A-C)  
BOARD OF ETHICS REGULATION

**BACKGROUND INFORMATION:**

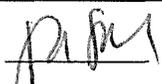
The purpose of this Bylaw and Administrative Regulation is to establish standards for current Board Members to follow to assist them in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

**RECOMMENDATION:**

Approve first reading of Board Bylaw 9271 (a-b) School Board Code of Ethics and Administrative Regulation 9271 (a-c) Board of Ethics Regulation.

---

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

(approximately)  
N/A  
(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**School Board Code of Ethics**

School board members pledge to be:

1. Champions of the public schools
2. Committed to high quality education for every student
3. Honest and sincere, having the courage of their convictions
4. Willing and capable of assuming board responsibilities
5. Able to work cooperatively with others
6. Non-partisan in dealing with all school matters; the Board does not wish in any way to subordinate the education of children and youth to any partisan principle, group interest, or personal ambition
7. Willing to maintain confidentiality of privileged information
8. Aware that the strength of the Board is as a board, not as individuals; individual board members have no authority or power to act on behalf of the Board; therefore, a board member should never make out-of-meeting commitments on behalf of the District or the Board
9. Informed of concerning state and federal laws and regulations concerning education
10. Faithful in attendance at board meetings and diligent in preparation and study to become informed concerning the issues to be considered at those meetings
11. Willing to conduct school business in open meeting as when required to do so by law, even when the subject is controversial or personal
12. Cognizant that the primary function of the Board is to establish the policies by which the schools are to be administered, but that the administration of the educational program and the conduct of school business shall be left to the Superintendent
13. Eager to learn from association with other school board members from around the state and nation, and open to personal development through reading publications of the California School Boards Association and attending seminars and conventions of similar organizations
14. Aware that it is as important for the Board to understand and evaluate and support administration of the educational program of the schools as it is to plan for the business of school operation
15. Vigilant against even the appearance of conflict of interest; board members should become familiar with the laws governing contracts and purchases as they relate to board members and carefully avoid any violation

Legal References:

EDUCATION CODE:

1040-1047 Duties and responsibilities of county boards

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

**School Board Code of Ethics (continued)**

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54963 The Ralph M. Brown Act

87300-87313 Conflict of interest code

Management Resources:

CSBA PUBLICATIONS

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardmanship, 1996

WEB SITES

CSBA: <http://www.csba.org>

**Board of Ethics Regulation**

In order to implement the board Ethics Policy, the San Ysidro School Board hereby adopts the following rules and procedures.

**To implement items 4 and 12 of the board ethics policy related to board member roles and responsibilities, board members shall:**

- Comply with the district's policy on board member visits to schools, which prohibits unannounced visits to schools and prohibit visits for the purposes of directing or evaluating school staff.
- Focus on policy adoption and strategic planning; the Superintendent is responsible for policy implementation.
- Not provide directives or feedback to school personnel and not attempt to evaluate them; the Board, as a collective body, may provide directives to the Superintendent and shall evaluate him/her in accordance with the terms of his/her employment agreement;
- Not request, review or in any manner seek information contained in personnel files unless there is a matter before the Board involving the employee;
- Maintain the confidentiality of information concerning personnel or affairs of the District. Neither disclose confidential information or records without proper and legally required authorization, nor use such information or records to advance their personal, financial or other private interests, or private gain.
- Give the Superintendent full administrative authority for properly discharging the Superintendent's professional duties.
- Only perform the responsibilities assigned to them through applicable laws, regulations and policies; board members should annually review district policies and applicable laws governing board responsibilities and authority to ensure compliance with them. If policy or statute is silent on a matter, an individual board members shall assume that he/she has no authority to act.

**To implement item 5 of the board ethics policy related to cooperation, board members shall:**

- Actively participate at board meetings and allow all board members to have an equal opportunity to speak and offer their perspectives;
- Work with fellow board members in a spirit of cooperation, in spite of differences of opinion and be willing to publically support, or at least not undermine, the decision of the majority of the Board;
- Be willing to respectfully listen and consider all perspectives at the board table;
- Correspond/communicate with fellow board members, administration, and other District personnel in a professional manner inside and outside the boardroom;
- Follow parliamentary procedure at board meetings including, but not limited to, not talking out of turn or over one another;

**Board of Ethics Regulation (continued)**

**To implement items 6 and 15 of the board ethics policy related to nonpartisan decision making, board members shall:**

- Board members shall at all times avoid the appearance of impropriety. Prior to participating in a discussion or vote, the board member shall disclose in open session, and as may be further required by applicable law, if he/she has a personal or financial interest in the matter before the Board.
- An individual board member shall first consider criteria contained in the Conflict of Interest and Disclosure bylaw, applicable law, (BB 9270) and the factors in this AR to determine if s/he has a conflict of interest.
- Board members shall make their decisions and take their actions fairly and impartially and base them on the merits and substance of the matter. Each board member shall discharge his/her duties faithfully, regardless of personal considerations.
- If the individual board member is uncertain of whether or not s/he has a conflict, s/he is authorized to contact SYSD General Counsel or the state's attorney to assist with making this determination.
- Avoid making pledges to members of the public concerning an upcoming or past board agenda item and reserve decision making for board meetings after having a chance to hear all perspectives.
- In full compliance with the Brown Act, send questions on agenda items to the Superintendent for clarification and request any additional material needed to inform decision making from the Superintendent.

**To implement items 8 and 11 of the board ethics policy related to individual versus collective board authority and where such authority is appropriately exercised, board members shall:**

- Clarify, when speaking to the public about board matters, that they are speaking individually and that the individual board member has no legal status to bind the Board outside of a duly noticed meeting.
- Comply with the Brown Act on open meetings and the Public Records Act when engaged in correspondence or communication with board members inside and outside of board meetings; official board action must only occur at properly noticed board meetings where at least a quorum of the board is present.
- Not issue or engage in official communication of the Board or District unless delegated such authority through board action at a duly noticed meeting; official communication may take the form of correspondence with the press, publishing statements on the district's website or social media sites, and/or written or verbal correspondence with students, parents, school staff, or other community members.
- Not represent themselves to the public or school employees as having official authority to act on behalf of the Board unless delegated such authority through board action at a duly noticed meeting.

**Violations and Sanctions**

- When a board member violates the board ethics policy or regulation, the Superintendent may:

**Board of Ethics Regulation (continued)**

- Meet with the board member to remind him/her of the requirements contained in the board ethics policy and regulation;
- Place the board ethics policy and regulation on the board agenda for review and reaffirmation by the Board;
- A breach of conduct may result in appropriate sanctions, progressing from private warning by the Superintendent to public action by the Board at a duly noticed meeting.

Administrative Regulation adopted  
By the Board:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D  
Superintendent

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

**AGENDA ITEM:** FIRST READING OF BOARD POLICY 1251 (A-B) BOARD MEMBER VISITS TO SCHOOLS

**BACKGROUND INFORMATION:**

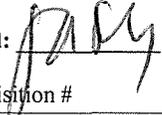
Board members are encouraged to visit schools. The purpose of this Policy is to establish procedures for Board Members to visit schools and become acquainted with school programs, personnel, operations, and facilities within their scope of service as a School Board member.

**RECOMMENDATION:**

Approve first reading of Board Policy 1251 (a-b) Board Member Visits to Schools.

---

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 #

(approximately)  
N/A  
(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## Community Relations

### Board Members Visits to Schools

School board members are encouraged to visit schools. Such visits are to be discussed with the Superintendent. The visit would then need to be scheduled with the Building Principal. The Building Principal will accompany the board member on the visit. Such visits are for the purpose of becoming acquainted with school programs, personnel, operation, and facilities. Board members will not give directions, or make suggestions to personnel during their visit. If a school visit leaves a board member with a concern, this concern should be discussed with the Superintendent. The Superintendent will contact the School Board President in order for the Board President to be aware of the visitation and/or any other concerns or issues reported to the Superintendent by other Board members.

Board members may also have children in the schools and therefore have parental opportunities to converse with their child's teacher, counselor, or administrator. In those instances, the board member should make it clear that s/he is visiting as a parent and not as a member of the Board. Board members with concerns as parents will need to follow the proper chain-of-command procedures and school visitation policies and administrative regulations.

#### *Legal Reference:*

##### EDUCATION CODE

- 32210 Willful disturbance of public school or meeting
- 32211 Threatened disruption or interference with classes; misdemeanor
- 32212 Classroom interruptions
- 35160 Authority of governing boards
- 35292 Visits to schools (board members)
- 49091.10 Parental right to inspect instructional materials and observe school activities
- 51101 Parent Rights Act of 2002
- 51512 Prohibited use of electronic listening or recording device

##### EVIDENCE CODE

- 1070 Refusal to disclose news source

##### LABOR CODE

- 230.8 Discharge or discrimination for taking time off to participate in child's educational activities

##### PENAL CODE

- 290 Sex offenders
- 626-626.10 Schools
- 626.81 Misdemeanor for registered sex offender to come onto school grounds
- 627-627.10 Access to school premises, especially:
  - 627.1 Definitions
  - 627.2 Necessity of registration by outsider
  - 627.7 Misdemeanors; punishment

##### COURT DECISIONS

**Community Relations**

**Board Members Visits to Schools (continued)**

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652  
ATTORNEY GENERAL OPINIONS  
95 Ops.Cal.Atty.Gen. 509 (1996)

(10/96 7/10) 3/12

Board Policy adopted  
By the Board:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** BOARD POLICY AND ADMINISTRATIVE REGULATION NO. 6154

**BACKGROUND INFORMATION:**

The Governing Board encourages a strong homework policy to serve as the foundation for school-based homework plans. The Board recognizes that homework contributes toward building responsibility, self-discipline and life-long learning habits, and that time spent on homework directly influences students' ability to meet the District's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives.

Administration would like to discuss this board policy to determine if a revision is necessary.

**RECOMMENDATION:**

Discussion of Board Policy and Administrative Regulation No. 6154.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: jam

Financial Implications?

Yes     No

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

Yes     No

Requisition #

(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

## **Homework/Makeup Work Instruction**

BP 6154

\*\*\*Note: In its policy statement on homework, the State Board of Education encourages every Board to establish a strong homework policy to serve as the foundation for school-based homework plans. The SBE's parent involvement policy further urges schools to give parents/guardians techniques for assisting children in learning at home. The following optional policy and regulation may be revised as desired. \*\*\*

The Governing Board recognizes that homework contributes toward building responsibility, self-discipline and life-long learning habits, and that time spent on homework directly influences students' ability to meet the district's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall ensure that administrators and teachers develop and implement an effective homework plan at each school site. As needed, teachers may receive training in designing relevant, challenging and meaningful homework assignments that reinforce classroom learning objectives. Teachers' expectations related to homework may be addressed in their evaluations.

(cf. 4115 - Evaluation/Supervision)  
(cf. 4131 - Staff Development)

Although it is the student's responsibility to do most homework assignments independently, the Board expects teachers at all grade levels to use parents/guardians as a contributing resource. When students repeatedly fail to do their homework, parents/guardians shall be notified and asked to contact the teacher.

(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

\*\*\*Note: The following paragraph should be revised to reflect local practice. In some communities, the city or county helps to fund after-school centers that provide diverse activities for students, including homework assistance. Districts should also be aware that by implementing an after-school tutoring and homework assistance program pursuant to Education Code 58700-58702, they may credit program hours of homework and tutorial assistance towards their summer school apportionments. In addition, some districts offer a supervised study hall elective which high school students can take instead of other electives.\*\*\*

To further support students' homework efforts, the Superintendent or designee may establish and maintain telephone help lines and/or after-school centers where students can receive encouragement and clarification about homework assignments from teachers, volunteers and/or

more advanced students who are performing community service. The Board encourages the Superintendent or designee to design class and transportation schedules that will enable students to make use of homework support services.

(cf. 1240 - Volunteer Assistance)

(cf. 1700 - Relations between Private Industry and the Schools)

(cf. 3541 - Transportation Routes and Services)

(cf. 5148 - Child Care and Development)

(cf. 6112 - School Day)

(cf. 6142.4 - Service Learning/Community Service Classes)

#### Makeup Work

Students who miss school work because of an excused absence shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

\*\*\*Note: Either of the following options regarding unexcused absences may be selected and/or modified as desired. \*\*\*

OPTION 1: Students who miss school work because of unexcused absences shall be given the opportunity to make up missed work. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.

OPTION 2: Students who miss school work because of unexcused absences may be given the opportunity to make up missed work for full or reduced credit. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.

#### Legal Reference:

EDUCATION CODE

48205 Absences for personal reasons

48913 Completion of work missed by suspended student

48980 Parental notifications

58700-58702 Tutoring and homework assistance program; summer school apportionment credit

#### Management Resources:

SBE POLICIES

Parent Involvement in the Education of Their Children, 1994

Policy Statement on Homework, 1995

**Homework/Makeup Work  
Instruction**

AR 6154 (a)

School-Site Homework Plan

The principal and staff at each school shall develop and regularly review a school-site homework plan which includes guidelines for the assignment of homework and describes the responsibilities of students, staff and parents/guardians. The plan shall identify all of the following:

1. For each grade level, the amount of time that students shall be expected to spend on homework
2. For each grade level, the extent to which homework assignments shall systematically involve participation by parents/guardians
3. The means by which parents/guardians shall be informed about:
  - a. Homework expectations
  - b. How homework relates to the student's grades
  - c. How best to help their children
4. Techniques that will be taught to help students allocate their time wisely, meet their deadlines and develop good personal study habits
5. The access that students shall have to obtain:
  - a. Resource materials from the library media center
  - b. Assistance and/or tutoring through telephone help lines and/or after-school centers
6. The means by which teachers shall coordinate assignments so that students do not receive an overload of homework one day and very little the next
7. For each grade level, the extent to which homework assignments shall emphasize independent research, reports, special reading and problem-solving activities

Makeup Work

\*\*\*Note: SB 1468 (Ch. 846, Statutes of 1998) amended Education Code 48980 to require districts to notify parents/guardians of state law regarding credit for makeup work following an excused absence.\*\*\*

## **Homework/Makeup Work**

AR 6154 (b)

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 5145.6 - Parental Notifications)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(6/89 2/97) 2/99



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services,  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** ADDITIONAL DESTINATIONS FOR EDUCATIONAL FIELD TRIPS DURING SCHOOL YEAR 2016-2017

**BACKGROUND INFORMATION:**

During school year 2016-2017 students in grades Kindergarten to Eighth from all of our schools will be participating in different educational field trips that will give them the opportunity to enrich their knowledge in the Common Core State Standards. All field trips will reinforce students' knowledge with pre and post activities.

These are the additional destinations for field trips:

- Balboa Park
- Camp Cuyamaca
- Indian Hills
- Camp Marston
- Sweetwater Union School District – Sports related
- San Diego Outlets at the Border
- McDonalds (community field trip)
- AMC/Hometown Buffett
- CYT San Diego Youth Theater
- Crown Cove
- Fleet Science Center
- Bonita Pumpkin Patch
- BizTown

**RECOMMENDATION:**

Approve/Ratify the additional destinations for educational field trips for students in grades Kinder-Eighth from all our schools to be programmed during school year 2016-2017. Student fees and transportation services will be covered from fundraising, donations, museum grants and supplemental and concentration funds as needed.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: Julio  
Requisition#

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

TBD  
(Amount)

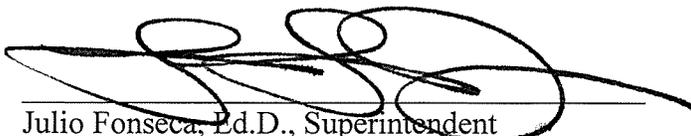
Fundraising, Donations, Grants and  
Supplemental & Concentration Funds  
(Name of funding source and/or location)

--  
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## Field Trip Submission 16-17

Please list the field trips you plan to take this year as well as other pertinent information. Please also note that **Special Education students cannot be excluded and thus accommodations must be provided for all field trips.**

School Name:           Ocean View Hills School          

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
<b>Example:</b> Balboa Park San Diego, CA	District Bus for approximately 200 students and 10 chaperones.	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the eco-systems. Students will explore Balboa park, identifying... Upon return students will follow up with a post activity to reinforce the learning of the standards...
USS Midway	110 Students 25 Chaperones	Fundraising/ Donation	Students will work on Thermal Energy with midways aligned curriculum for 6 <sup>th</sup> grade. Students will take notes in a journal and will return to school and present in small groups to promote teamwork and collaboration.
USS Midway	50 Students 10 chaperones	Fundraising/ Donation	Students will work on Thermal Energy with midways aligned curriculum for 6 <sup>th</sup> grade. Students will take notes in a journal and will return to school and present in small groups to promote teamwork and collaboration.
USS Midway	50 students 10 chaperones	Fundraising/ Donation	Students will work on Thermal Energy with midways aligned curriculum for 6 <sup>th</sup> grade. Students will take notes in a journal and will return to school and present in small groups to promote teamwork and collaboration.
Mission Alcala & Old Town	120 students 20 chaperones	Fundraising/ Donation	Social Studies, ELA
San Diego Zoo	120 students 20 chaperones	Fundraising/ Donation	Students will work on a pre-activity aligned to the California Science Standards related to Live cycles and their habitats. Upon return students will follow up with a post activity to reinforce the learning of the standards 2LS2.b, 2.a, 2.d,
Indian Hills	120 students 20 chaperones	Fundraising/ Donation	Gold Rush lessons, Science
AMC/Hometown Buffet	120 students 20 chaperones	Fundraising/ Donation	PE standards, Science, Social Studies
Museum of Man Balboa Park	150 students 10 chaperones	Fundraising/ Donation	Science - Students will identify and analyze geographic, political, economic, religious, and social structures of early civilizations of Egypt Upon return students will begin projects/presentations that are due in class

Bonita Pumpkin Patch Bonita California	District bus transportation for approximately 15 students and 15 chaperones	Donations	Preschool Foundations that emphasize self-regulation, mainstreaming and social-emotional development.
Sea World San Diego, Ca	District bus transportation for approximately 15 students and 15 chaperones	Donations	Preschool Foundations that emphasize self-regulation, mainstreaming and social-emotional development. Students will work on a pre-activity aligned to the California Science Common Core Standards. Environments from fossils of plants and animals that live long ago and today. Students will give learn how the Earth changes affect environment for animals and their adaptations. Students will understand how environmental changes affect the behavioral of animals and how it changes them to survive in their habitat.
San Diego Museum of Man	150 students 10 chaperones	Fundraising/ Donation	Early Ancestors
Birch Aquarium	150 students 10 chaperones	Fundraising/ Donation	Ecosystem
Camp Marston	120 students	Donations/LCAP	Students will work on pre-activity aligned to Camp Marston outdoor activities.
USS Midway Museum 910 N. Harbor Dr. San Diego, ca 92101	District Bus for approximately 135 students and 10 chaperones	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the Weather. Students will explore USS Midway Museum, identifying Winds and Clouds in the atmosphere interact with landforms to determine patterns of weather. Upon return students will follow up with a post activity to reinforce the learning of the standards: 5ESS2.A Earth Materials and Systems
Reuben H. Fleet Science Center Balboa Park, San Diego, CA	District Bus for approximately 135 students and 10 chaperones	LCAP	Students will work on a pre-activity aligned to the California Science Standards related to the Solar System/Planets. Made in cooperation with the National Aeronautics and Space Administration (NASA), the film features stunning footage of our magnificent blue planet—and the effects humanity has had on it over time—captured by the astronauts aboard the International Space Station (ISS). From space, Earth blazes at night with the electric intensity of human expansion—a direct visualization of our changing world. But it is within our power to protect the planet. As we continue to explore and gain knowledge of our galaxy, we also develop a deeper connection to the place we all call home. Standards: 5ESS1.B Earth and the Solar System
Palmer San Diego Youth Center 1545 Pioneer Way El Cajon, CA 92020	District Bus for approximately 135 students and 10 chaperones	LCAP	Students will work on a pre-activity aligned to the California Language Arts Standards related to RL 5.6, RI 5.8 W 5.4. CYT is an after school theater arts training program for children ages 4-18. CYT is a non-profit educational organization that offers field trip Classic Story productions in live theater for School age students.

Knott's Berry Farm	150 students 10 chaperones	Fundraising/donation	Students will reinforce their knowledge of the American History by experiencing guided educational tours which highlights facts about American Revolution War, Westward Movement, Early California History, and Native American Cultures. Upon return student will work in small groups to create a power point presentation about American History.
Crown Cove	140 students 10 chaperones	Fundraising/donation	Science
Aquatika	140 students 10 chaperones	Fundraising/donation	Science

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** VISIT TO THE ONE SIGHT EYE CLINIC

**BACKGROUND INFORMATION:**

Approximately 300 children from the San Ysidro School District will participate in visits to the One Sight Eye Clinic that will provide students with free exams and eyeglasses. This eye clinic is sponsored by Luxottica's One Sight Program and will be held October 31<sup>st</sup> through November 4<sup>th</sup>, 2016 at the Camacho Gymnasium at Las Palmas Park located at 1810 East 22<sup>nd</sup> Street, National City, CA 91951. Students will be accompanied by Veronica Medina, Outreach Consultants, and other support staff assigned by the schools' Principals.

Children will be transported by school bus from all seven schools on the following dates:

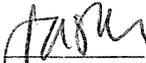
- October 31, 2016 – San Ysidro Middle School and La Mirada
- November 1, 2016 – Smythe and Sunset
- November 2, 2016 – Ocean View Hills, Vista Del Mar, and Willow

**RECOMMENDATION:**

Approve the participation of approximately 300 students from all District schools to visit the One Sight Eye Clinic from October 31 – November 2, 2016 at an estimated cost of \$2,910.00 for transportation from supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$2,910.00

Supplemental & Concentration Fund

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

12A.2  
Page 1 of 1

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** UPDATE OF MASTER PLAN FOR ENGLISH LEARNERS

**BACKGROUND INFORMATION:**

The Master Plan was developed to ensure clarity and uniformity throughout the District in providing services for English Learners (EL). The Plan is for a 5-year period and is reviewed annually.

The reason for this update is to ensure compliance with current laws, regulations, and accountability as stated in the California Department of Education 2016-2017 program instruments for Federal Program Monitoring (FPM).

**RECOMMENDATION:**

Approve the updated Master Plan for English Learners.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** *Jan*

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

## SYSD Master Plan for English Learners



**SAN YSIDRO SCHOOL DISTRICT**

Quality education and opportunity for all students to succeed

4350 Otay Mesa Road, San Ysidro Ca. 92173 Tel. (619) 428-4476 Fax (619) 690-4409

# **Master Plan For English Learners**

This master plan was developed to ensure clarity and uniformity throughout the District in providing services for English Learners.

Adopted

2016

Approved by the District English Learners Advisory Committee

3/17/2016

Date

Approved by the San Ysidro School District Board of Education

4/14/2016

Date

## **SYSD Master Plan for English Learners**

**The SYSD goals for all English Learners include the following:**

- All English Learners (EL) will be fluent in academic English by the end of the fifth year as an EL student (FEP by 5).
- All English Learners will reach academic proficiency in English Language Arts and mathematics by the end of the fifth year as an EL student.

# SYSD Master Plan for English Learners

## TABLE OF CONTENTS

COVER PAGE.....	1
SYSD ENGLISH LEARNERS GOALS.....	2
TABLE OF CONTENTS .....	3 – 4
RECOGNITIONS & ACKNOWLEDGEMENTS .....	5
A. Initial Identification, Assessment and Parent Notification (EL 6, 7).....	6-9
• HOME LANGUAGE SURVEY (HLS)	
• ENGLISH LANGUAGE PROFICIENCY ASSESSMENT	
• INITIAL FLUENT ENGLISH PROFICIENT (I-FEP)	
• PRIMARY LANGUAGE PROFICIENCY ASSESSMENT	
• PARENT NOTIFICATION OF ASSESSMENT RESULTS	
• TIMELINES FOR INITIAL IDENTIFICATION	
B. PLACEMENT & ELD PROGRAM (EL 14,17, 18, 19, 20) .....	9-19
• LANGUAGE CENSUS R-30	
• PROGRAM OPTIONS FOR ENGLISH LEARNERS	
• ALTERNATIVE PROGRAMS	
• ELEMENTARY DESIGNATED ELD INSTRUCTIONAL DESIGN	
• MIDDLE SCHOOL ELD INSTRUCTIONAL DESIGN	
• SPECIAL EDUCATION	
C. RECLASSIFICATION & MONITORING (EL 13) .....	20-24
• RECLASSIFICATION CRITERIA	
• DISTRICT RECLASSIFICATION PROCEDURES	
• MONITORING R-FEP STUDENTS	
D. INTERVENTION FOR “ON WATCH” STUDENTS (EL 13, 5) .....	25-27
• IDENTIFICATION OF ON WATCH STUDENTS	
• ON TRACK ENGLISH LEARNER PROGRESS CHART	
E. STAFFING AND PROFESSIONAL DEVELOPMENT (EL 15, 16) .....	28-31
F. INVOLVEMENT (EL 1, 2, 3, 4, 5) .....	32-35
• DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)	
• ENGLISH LEARNER ADVISORY COMMITTEE (ELAC)	

**SYSD Master Plan for English Learners**

G. FUNDING (EL 8, 9, 10, 11, 12) ..... 35-38  
GLOSSARY OF TERMS ..... 39-40  
APPENDIX ..... 41-45

# **SYSD Master Plan for English Learners**

**San Ysidro School District**  
4350 Otay Mesa Road  
San Ysidro, Ca. 92173

## **Governing Board**

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

## **Superintendent**

Dr. Julio Fonseca

We wish to recognize each individual who assisted in the revision of the EL Master Plan.

### **EL Master Plan Revision Task Force Committee 2016**

Maria Canale	Mariaelena Delgadillo	Marta Vasquez	Patricia Burch
Vikki Castorena	Mary Padilla	Beatriz Bautista	Kelli Hay
Melissa Estrada	Zenaida Rosario	Veronica Castro	Melissa Brown
Sylvia Stupegia	Erika Valarezo	Rosa Coords	Tony Hua
Leticia Lemos	Irene Herrera Ceballos	Eriberto Garcia	Brenda Huerta
Entelechy Saron	Ana Veronica Trattner	Patricia Manley	Catalina Jauregui
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The EL Master Plan Committee also acknowledges the efforts of the District's

### **English Learner Advisory Committee**

# **SYSD Master Plan for English Learners**

## **A. INITIAL IDENTIFICATION, ASSESSMENT AND PARENT NOTIFICATION**

### **Overview**

San Ysidro School District (SYSD) identifies, assesses, monitors, and reports all students who have a primary language other than English. All completed forms and copies of documents pertaining to language testing for English Learners are maintained in the student's ELL Master Folder (AKA "Blue Folder") and are housed at each school site. Student progress is monitored using Student Information System (SIS), Synergy and an online assessment reporting system, OARS.

### **Federal Program Monitoring (FPM)**

#### **II. Governance and Administration**

#### **II-EL 06: English Learner Identification and Assessment**

##### **II-EL 6.**

**The LEA must properly identify and assess all students who have a primary language other than English.**

- **6.1** A home language survey (HLS) must be used at the time of initial enrollment to determine the student's primary language. (5 CCR §§ 11510(k), 11511(a))
- **6.2** Within 30 calendar days of initial enrollment, each student whose home language is other than English, as determined by the HLS, must be assessed for English proficiency by means of the current California English language proficiency assessment. The assessment conducted must follow all of the publisher's instructions. (5 CCR §§ 11307(a), 11511.)
- **6.3** Each LEA must annually assess the English language development and academic progress of each English learner. (EC §§ 313, 60810) (5 CCR § 11306.)
- **6.4** All currently enrolled English Learners must be assessed for English language proficiency by administering the California English language proficiency assessment during the annual assessment window. (EC §§ 313, 60810) (5 CCR § 11511(b).)
- **6.5** Each English learner with disabilities must be annually assessed for English language development using the accommodations, modifications, or alternate assessments for the current California English language proficiency assessment as specified in the pupil's IEP or Section 504 Plan. (5 CCR § 11516.5)
- **6.6** Each LEA must identify all immigrant children and youth who are: ages 3 through 21; were not born in any State; and have not attending one or more schools in any one or more States for more than 3 full academic years. (20 U.S.C. § 3301(6), (14).)

# SYSD Master Plan for English Learners

## II-EL 07: Parent/Guardian Notifications

### II-EL 7. The LEA must provide notifications to parents and guardians.

- **7.1** Parents/guardians of English Learners must be notified of their child's initial English language proficiency assessment results. Parents/guardians of initial fluent English-proficient students must be notified of their child's English language proficiency assessment results. (5 CCR § 11511.5.)
- **7.2** Parents/guardians of English Learners must be notified annually of their child's English language proficiency assessment results within 30 calendar days following receipt of results of testing from the test contractor. (5 CCR § 11511.5.); (EC § 313 (a)-(c).)
- **7.3** For LEAs receiving Title III funds, within 30 days after the beginning of the school year (or during the school year, within two weeks of child being placed in a program), parents/guardians of initially identified English Learners must be notified of:
  - (a) Their child's initial English language proficiency level
  - (b) How such level was assessed
  - (c) Their child's language designation
  - (d) Descriptions of program options, educational strategies, and educational materials to be used in different options, including the option to immediately remove a child from a particular program or choose another program or method of instruction, if available
  - (e) Program placement
  - (f) Exit criteria
  - (g) For English Learners with a disability [with an Individualized Education Program (IEP)], how such program will meet the objectives of the IEP
  - (h) The expected rate of graduation from secondary school if funds under this part are used for children in secondary school.
  - (20 U.S.C. §§ 6312, 7012.)
- **7.4** For LEAs receiving Title III funds, parents/guardians of English Learners must be informed annually, not later than 30 days after the beginning of the school year, of:
  - (a) Their child's English proficiency level
  - (b) How such level was assessed
  - (c) The status of the child's academic achievement
  - (d) Their child's language designation
  - (e) Descriptions of program options, educational strategies, and educational materials to be used in different options, including the option to immediately remove a child from a particular program or choose another program or method of instruction, if available
  - (f) Program placement
  - (g) Exit criteria
  - (h) For English Learners with a disability (with an IEP), how such program will meet the objectives of the IEP
  - (i) The expected rate of graduation from secondary school if funds under this part are used for children in secondary school
  - (20 U.S.C. §§ 6312, 7012.)

# SYSD Master Plan for English Learners

## District Criteria & Procedures: Initial Identification, Assessment and Parent Notification

<b>STEP 1 - Home Language Survey (HLS)</b>	
<b>Overview</b>	<b>Procedures</b>
<ul style="list-style-type: none"> <li>• When the parent or legal guardian enrolls a student in the district for the first time, the parent or legal guardian must complete a Home Language Survey (HLS) as part of the registration process.</li> <li>• The Home Language Survey is used to determine the student’s primary language.</li> <li>• The Home Language Survey is currently available in Spanish and English as part of the Student Enrollment Form (see appendix page 41).</li> <li>• This is a legal document and must be kept on file in the student’s permanent cumulative folder.</li> </ul>	<ul style="list-style-type: none"> <li>• Office personnel is responsible for reviewing the HLS section of the Student Enrollment Form to determine if the student qualifies for EL designation.</li> <li>• A copy of the completed Student Enrollment Form with the HLS is sent to the Assessment Center immediately after it is received by the school office personnel.</li> <li>• School office personnel will enter the following in the district’s Student Information System (SIS) Synergy:               <ul style="list-style-type: none"> <li>• Student Information</li> <li>• Primary Language</li> <li>• Classification</li> <li>• Instructional Program</li> <li>• US Entry Date</li> </ul> </li> <li>• Assessment Center personnel will generate an ELL master folder after student is state-approved ELD assessment tested.</li> </ul>

## SYSD Master Plan for English Learners

<b>STEP 2 - English Language Proficiency Assessment &amp; Parent Notification</b>	
<b>Overview</b>	<b>Procedures</b>
<ul style="list-style-type: none"> <li>• The Assessment Center will administer the state-approved ELD assessment to all students with a language other than English on Questions 1, 2, or 3 of the Home Language Survey (HLS).</li> <li>• Students in kindergarten through eighth grade will be assessed in Listening and Speaking, Reading &amp; Writing using the state-approved ELD assessment.</li> <li>• For EL students with disabilities all accommodations, modifications, or alternative assessments for state-approved ELD assessment must be implemented as specified on the student’s IEP or section 504 plan.</li> <li>• Qualified personnel are selected and trained to administer and score the state-approved ELD assessment.</li> <li>• No part of the assessment process may be waived by a parent or legal guardian.</li> </ul>	<ul style="list-style-type: none"> <li>• Assessment Center personnel will use the state-approved ELD assessment to assess students in English Language Proficiency within 30 calendar days of initial enrollment in their home school.</li> <li>• The Assessment Center will hand score <i>initial assessments</i> and use the preliminary results to advise EL program placement.</li> <li>• The Assessment Center will generate and send home a parent notification letter for EL Program Placement within 30 calendar days of initial enrollment.               <ul style="list-style-type: none"> <li>• Initial Assessment- Hand scores with preliminary results and will be used for parent notification (see appendix page 42-43)</li> <li>• Annual Assessment - Official state-approved ELD assessment scores from the previous school year will be used for the parent notification. (see appendix page 44-45)</li> </ul> </li> <li>• School personnel will be responsible for filing the Annual Parent Notification forms in each LEP folder.</li> <li>• Assessment Center will be responsible for entering in the date that the Annual Parent Notification form was printed/mailed home in the ELL Parent Contact tab in Synergy.</li> </ul>

# **SYSD Master Plan for English Learners**

## **Annual Assessment Procedures for Newly Enrolled Students**

New students that enroll in the district that have been previously identified as English Learners and assessed during the annual state-approved ELD assessment window by their previous district **do not need to be tested again during the same school year.** Upon enrollment, the Assessment Center will complete the following procedures:

- Request a faxed copy of the student’s state-approved ELD assessment scores for the purpose of proper program placement.
- Input requested state-approved ELD assessment scores into Synergy.
- File a copy of the state-approved ELD assessment scores obtained from previous district.
- Mail a Parent Notification form home within 2 weeks of enrollment to inform parent of the student's program placement based on state-approved ELD assessment scores from previous district.

## **Initial Fluent English Proficient (I-FEP)**

Newcomer students who are enrolled in California schools for the first time, regardless of grade level, and who have any language other than English on the Home Language Survey will be administered the state-approved ELD assessment. A student who scores proficient on the initial state-approved ELD assessment, will be considered I-FEP. This student will not be considered an English Learner (EL), and will not go through the reclassification process or take an annual state-approved ELD assessment. Students in kindergarten through grade one (K–1) are considered to have met the state-approved ELD assessment criterion for English proficiency when overall performance level is Early Advanced or higher, and domain scores for Listening and Speaking are at the Intermediate level or higher. If the state-approved ELD assessment criterion is met, the domain scores for Reading and Writing are not required to be at the Intermediate level for an I-FEP designation. Teachers of I-FEP kindergartners and new students will monitor progress and consult with the Principal for assistance and/or intervention. Upon designation as I-FEP, the Assessment Center will complete the following procedures:

- Inform parents via Annual Notification Form of their child’s English language proficiency assessment results.
- Update student record in SIS
- Generate a yellow I-FEP Student Master Folder and it to the school site

## **Primary Language Proficiency Assessment**

## SYSD Master Plan for English Learners

The Assessment Center may assess each identified English learner in primary language proficiency including Listening, Speaking, Reading, and Writing within 90 calendar days of initial enrollment. The Assessment Center uses the following primary language assessment instruments to assess primary language:

- Spanish will be assessed on a district approved assessment (i.e., the Pre-LAS or the LAS). A fluent Spanish speaker will administer the assessment.
- Languages other than Spanish will be assessed through informal assessments that may include: teacher observation, informal interview, or parent questionnaire. The classroom teacher, instructional assistant, or other support personnel may conduct the informal assessment.
- If the student were to be LAS assessed, the primary language fluency information will be entered in the student's LEP folder and the districts SIS

### **B. PLACEMENT & ELD PROGRAM**

#### **Overview**

English Learners in the SYSD have equitable access and opportunity to participate in the core curriculum areas. The students are placed in appropriate instructional programs based on their level of fluency in English. The goal is for all English Learners to meet or exceed the district's core content and performance standards for their respective goals. In order to help close the achievement gap between English Learners and their English-only peers, schools may provide extra support during the school day, before and after school (i.e. tutoring), and/or during summer.

#### **District Background**

With seven schools and a preschool, the San Ysidro School District serves 5,230 students. Of the district's student enrollment, 3,162 students are identified as English Learners. As reported by the CDE on March of 2015, 98.67% of the district's English Learners speak Spanish as their primary language.

Today's high-stakes testing accountability system requires that all students possess a full range of English skills. This Master Plan for English Learners brings coherence and consistency to District programs for English Learners and seeks to produce a unified, high quality program across all schools.

**The following charts provide an overview of English Learners in the District.**

#### **English Learners Count**

<i>Year</i>	<i>Number of English Learners</i>	<i>Percent of District Enrollment</i>
2012-13	3,416	65.3%
2013-14	3,346	65.6%

## SYSD Master Plan for English Learners

2014-15	3,289	65.4%
2015-16	3,264	65.3%

CDE - Data Quest

### English Learners by School Site (March 2015)

<i>School</i>	<i>Number of English Learners</i>	<i>% of English Learners</i>
Ocean View Hills	246	36%
La Mirada	339	72%
Sunset	616	76%
Smythe	552	78%
Vista Del Mar	261	43%
Willow	803	78%
San Ysidro Middle	351	63%
<b>TOTAL</b>	<b>3,168</b>	<b>65%</b>

CDE - Data Quest

### English Learners by Language Groups

<i>Language</i>	<i>As % of District Total English Learners</i>
<b>Spanish</b>	99%
<b>12 other languages</b>	1%

CDE Data Quest 3.13.15

## Federal Program Monitoring (FPM)

### VI. Opportunity and Equal Education Access

#### VI-EL 17: Appropriate Student Placement

**VI-EL 17. All pupils must be placed in English language classrooms unless a parental exception waiver has been granted for an alternative program in which some or all of the instruction is delivered in the pupil's primary language. Based on LEA criteria of reasonable fluency, English Learners must be placed in one of the following programs:**

- (a) Structured English immersion (SEI), in which the language acquisition process, curriculum and instruction are designed for children who are learning the language. (EC §§ 305, 306, 310, and 311.)

## SYSD Master Plan for English Learners

- (b) English Language Mainstream (ELM) program, a classroom in which the pupils are either native English language speakers or already have acquired reasonable fluency in English. (English Learners who do not meet the LEA criteria for participation in an ELM are placed in an ELM program at any time during the school year, if the parent or guardian so request.) (5 CCR § 11301(b))
- (c) For students with an approved parental exception waiver, an alternative program in which some or most of the instruction is delivered in the pupil's primary language, unless there is an IEP in which the IEP team determined the need for primary language instruction.

### **VI-EL 18: Parental Exception Waiver for Alternative Program**

**VI-EL 18. Parents and guardians of ELs must be notified of the opportunity to apply for a parental exception waiver for their children to participate in an alternative program in which some or all of the instruction is delivered in the pupil's primary language. (20 U.S.C. § 7012[a][3].)**

- **18.1** LEA procedures for granting parental exception waivers must include the following:
  - (a) Parents and guardians are provided, on enrollment and annually, full written, and upon request, spoken descriptions of the structured English immersion program, English language mainstream program, alternative programs, and all educational opportunities available to the pupil. The descriptions of the programs shall include the educational materials to be used in the different options. (5 CCR §11309(a)(b)(1), EC § 310.)
  - (b) Parents and guardians must be informed that the pupil must be placed for a period of not less than 30 calendar days in an English language classroom and that the school district superintendent must approve the waiver pursuant to guidelines established by the local governing board (5 CCR § 11309[b][2], EC § 311[c].)
  - (c) Parents and guardians are informed of any recommendation by the school principal and educational staff for an alternative program and are given notice of their right to refuse the recommendation. (5 CCR § 11309(b)(3), EC § 311.)
  - (d) Parental exception waivers are acted on within 20 instructional days of submission to the school principal. However, waivers submitted under EC § 311(c) must be acted on either no later than ten calendar days after the expiration of the 30-day English language classroom placement or within 20 instructional days of submission of the waiver, whichever is later. (5 CCR § 11309(c).)
- **18.2** Parental exception waivers shall be granted unless the school principal and educational staff determine that an alternative program offered at the school would not be better suited for the overall educational development of the pupil. (5 CCR § 11309(b)(4).)
- **18.3** If a waiver is denied, parents and guardians must be informed in writing of the reason(s) for denial and advised that they may appeal the decision to the local board of education if such an appeal is authorized by the local board of education, or to the court. (5 CCR § 11309(d).)
- **18.4** Schools in which the parents or legal guardians of 30 students or more per school or the parents or legal guardians of 20 students or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible, based upon the requirements of Section 305 (EC § 310 [a].)

## VII. Teaching and Learning

## SYSD Master Plan for English Learners

### VII-EL 19: ELD

VII-EL 19. As part of the core program provided through general funds, each EL must receive a program of English language acquisition in order to develop proficiency in English as rapidly and effectively as possible, consistent with state priorities.(20 U.S.C. §§ 1703 [f], 6825 [c][1][A]; EC §§ 300, 305, 306, 310; 5 CCR § 11302[a].)

### VII-EL 20: Access to the Core Subject Matter

VII-EL 20. Academic instruction for ELs must be designed and implemented to ensure that English Learners meet the district’s content and performance standards for their respective grade levels within a reasonable amount of time.

- **20.1** The LEA must have a means to assist English Learners to achieve at high levels in the core academic subjects to ensure that they meet the same challenging state content and achievement goals all children are expected to meet.
- **20.2** The LEA shall continue to monitor student academic progress and provide additional and appropriate educational services to English learners in kindergarten through grade 12 for the purposes of overcoming language barriers. Actions to overcome academic barriers must be taken before the deficits become irreparable (20 U.S.C. §§ 1703 [f], 6825 [c][1][B]; EC §§ 306, 310; 5 CCR § 11302[b].)

### Program Options for English Learners

DEFAULT OPTIONS:		
	Option 1 - Structured English Immersion (SEI)	Option 2 - English Language Mainstream(ELM)
<b>Appropriate Students:</b>	<ul style="list-style-type: none"> <li>• Newcomers - Beginning levels of ELD</li> </ul>	<ul style="list-style-type: none"> <li>• EL students at Intermediate or above ELD level</li> <li>• EL students after 18 months</li> </ul>
<b>Goal:</b>	<ul style="list-style-type: none"> <li>• Academic English Proficiency</li> </ul>	<ul style="list-style-type: none"> <li>• Academic English Proficiency</li> </ul>
<b>Description:</b>	<ul style="list-style-type: none"> <li>• All English instruction with primary language support, as needed</li> <li>• Up to two school years</li> </ul>	<ul style="list-style-type: none"> <li>• All English instruction with primary language support, as needed</li> <li>• Until reclassified</li> </ul>
<b>Quality Conditions:</b>	<ul style="list-style-type: none"> <li>• Daily designated ELD</li> <li>• Daily integrated ELD for all Core subjects</li> </ul>	<ul style="list-style-type: none"> <li>• Daily designated ELD</li> <li>• Daily integrated ELD for all Core subjects</li> </ul>

## SYSD Master Plan for English Learners

ALTERNATIVE PROGRAMS - WAIVER REQUIRED FROM DEFAULT																																				
	Option 1 - Transitional Bilingual (TBE)	Option 2 - Maintenance Bilingual (MBE)	Option 3 - Dual Immersion (DI)/ 2-Way Immersion																																	
<b>Appropriate Students:</b>	<ul style="list-style-type: none"> <li>Newcomers</li> <li>EL students up to intermediate ELD level</li> <li>Usually in primary grades</li> </ul>	<ul style="list-style-type: none"> <li>Newcomers</li> <li>EL students</li> </ul>	<ul style="list-style-type: none"> <li>No more than ½ EL students</li> <li>Others EO or Heritage</li> </ul>																																	
<b>Goal:</b>	<ul style="list-style-type: none"> <li>Academic English Proficiency</li> </ul>	<ul style="list-style-type: none"> <li>Academic English Proficiency</li> <li>Bilingualism and Biliteracy</li> <li>Biculturalism</li> </ul>	<ul style="list-style-type: none"> <li>Academic English Proficiency</li> <li>Bilingualism and Biliteracy</li> <li>Multiculturalism</li> </ul>																																	
<b>Sample Schedule:</b>	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">Gr.</th> <th style="width: 15%;">Sp.</th> <th style="width: 75%;">Eng.</th> </tr> </thead> <tbody> <tr> <td>K</td> <td>RLA Math HSS</td> <td>ELD Mus., Art, PE</td> </tr> <tr> <td>1</td> <td>RLA HSS</td> <td>ELD Math, Sc. Mus, Art, PE</td> </tr> <tr> <td>2</td> <td>RLA</td> <td>ELD Math, Sc, HSS Mus, Art, PE</td> </tr> <tr> <td>3</td> <td></td> <td>ELD, All</td> </tr> </tbody> </table>	Gr.	Sp.	Eng.	K	RLA Math HSS	ELD Mus., Art, PE	1	RLA HSS	ELD Math, Sc. Mus, Art, PE	2	RLA	ELD Math, Sc, HSS Mus, Art, PE	3		ELD, All	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 10%;">Gr.</th> <th style="width: 15%;">Sp.</th> <th style="width: 75%;">Eng.</th> </tr> </thead> <tbody> <tr> <td>K</td> <td>RLA Math HSS, Sc</td> <td>ELD Mus., Art, PE</td> </tr> <tr> <td>1</td> <td>RLA Math HSS, Sc</td> <td>ELD Mus, Art, PE</td> </tr> <tr> <td>2</td> <td>RLA Math HSS</td> <td>ELD Sc, HSS Mus, Art, PE</td> </tr> <tr> <td>3</td> <td>RLA, HSS Math</td> <td>ELD, RLA, Sc Mus, Art, PE,</td> </tr> <tr> <td>4-5</td> <td>RLA, HSS, Sc.</td> <td>ELD, RLA, Math, Mus, Art PE</td> </tr> </tbody> </table>	Gr.	Sp.	Eng.	K	RLA Math HSS, Sc	ELD Mus., Art, PE	1	RLA Math HSS, Sc	ELD Mus, Art, PE	2	RLA Math HSS	ELD Sc, HSS Mus, Art, PE	3	RLA, HSS Math	ELD, RLA, Sc Mus, Art, PE,	4-5	RLA, HSS, Sc.	ELD, RLA, Math, Mus, Art PE	<ul style="list-style-type: none"> <li>Same as MBE plus SLD for non-EL students</li> </ul>
Gr.	Sp.	Eng.																																		
K	RLA Math HSS	ELD Mus., Art, PE																																		
1	RLA HSS	ELD Math, Sc. Mus, Art, PE																																		
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<b>Quality Conditions:</b>	<ul style="list-style-type: none"> <li>Developmental program - students persist entire program</li> </ul>	<ul style="list-style-type: none"> <li>Developmental program - students persist entire program</li> </ul>	<ul style="list-style-type: none"> <li>Developmental</li> <li>Ideal when non-EL students are higher SES</li> </ul>																																	

## SYSD Master Plan for English Learners

	<ul style="list-style-type: none"> <li>• <b>Can be coupled with extended day Spanish Enrichment</b></li> </ul>		
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At the middle level, the district will provide specific class configuration options for all non-ELD classes, including:

<h3 style="margin: 0;">MIDDLE SCHOOLS</h3>	<p><b>Option 1: EL Clusters</b></p> <ul style="list-style-type: none"> <li>• Cluster EL students in SEI or Mainstream classes, as per district direction.</li> <li>• Create EL clusters of up to but no more than half of any class.</li> <li>• Clusters should be created by like-ELD level, in all courses, as much as possible.</li> </ul>
	<p><b>Option 2: EL Classes</b></p> <ul style="list-style-type: none"> <li>• Create SEI classes for Newcomers (for ELD levels 1, 2 and On Track 3 <b>in US schools for three years or less</b>) with 100% EL students for English (ELD), Math, History, and Science.</li> <li>• Assign students to those classes by like-ELD level with no more than 2 consecutive levels in a room.</li> <li>• Ensure that, by design, EL students are mixed with non-EL students for the remaining period of the day.</li> </ul>
	<p><b>Option 3: Create Mainstream classes (for ELD “On Watch” level 3’s, 4, 5, RFEPs &amp; EOs)</b></p> <ul style="list-style-type: none"> <li>• Ensure that these classes include a balance of high and low performing students, EL and non-EL students, so that no section becomes a “remedial” group.</li> <li>• Ensure that teachers assigned to these classes design lessons that ensure active student engagement and include comprehension checks every 5-7 minutes of each period.</li> </ul>

### ELD

**According to the 2014 ELA/ELD Framework for California, every English Learner is entitled to daily ELD instruction. There are two types of ELD.**

### Defining Terms for SYSD

**1. Integrated ELD-** (Formally called “SDAIE”) - This instruction occurs throughout the day for EL students receiving content instruction in English. The purpose is to promote content mastery through language supportive instruction.

## SYSD Master Plan for English Learners

**2. Designated ELD-** Every EL student receives designated ELD instruction. The purpose is to promote formal academic English. The following table describes designated ELD for students with different profiles. Appropriate ELD services depend on the combination of two factors: (a) ELD level and (b) Years in US Schools.

<b>Elementary Designated ELD Instructional Design</b>		
	<b>Less than 3 years in U.S. Schools</b>	<b>4 or more years in U.S. schools</b>
<b>ELD Levels 1-3*</b>	<p style="text-align: center;"><b>On Track</b></p> <ul style="list-style-type: none"> <li>○ Approximately 45 minutes daily</li> <li>○ Grouped by ELD level with maximum of 2 levels per group (if at all possible)</li> <li>○ Focus: Beginning English language development</li> <li>○ Program Recommendation: An explicit, systematic ELD program designed for relative Newcomers. May be independent of core program.</li> </ul>	<p style="text-align: center;"><b>On Watch</b></p> <ul style="list-style-type: none"> <li>○ Approximately 45 minutes daily</li> <li>○ Include with EO, RFEP, and IFEP students</li> <li>○ Group based on English Reading Language Arts performance</li> <li>○ Focus: Preview and review of core ELA with an academic language emphasis</li> <li>○ Add extended day intervention (preview/review of core)</li> </ul>
<b>ELD Levels 3*-5, until Redesignation</b>	<p style="text-align: center;"><b>On Track</b></p> <ul style="list-style-type: none"> <li>○ Approximately 45 minutes, daily</li> <li>○ Include with EO, RFEP, IFEP students</li> <li>○ Group based on English Reading Language Arts performance</li> </ul>	<p style="text-align: center;"><b>On Watch</b></p> <ul style="list-style-type: none"> <li>○ Approximately 45 minutes daily</li> <li>○ Include with EO, RFEP, and IFEP students</li> </ul>

## SYSD Master Plan for English Learners

	<ul style="list-style-type: none"> <li>○ Focus: Preview and review of Core ELA with an academic language emphasis</li> <li>○ Program Recommendation: No independent ELD program recommended. Rather, recommendation is to use ELD strategies attached to core ELA standards presented during core ELA period.</li> </ul>	<ul style="list-style-type: none"> <li>○ Group based on English Reading Language Arts performance</li> <li>○ Focus: Preview and review of Core ELA with an academic language emphasis toward redesignation.</li> </ul>
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Middle School ELD Instructional Design		
	Less than 3 years in U.S. Schools	4 or more years in U.S. schools
<b>ELD Levels 1-3*</b>	<b>On Track</b>	<b>On Watch</b>
	<ul style="list-style-type: none"> <li>○ Approximately one full period daily in addition to core ELA</li> <li>○ Grouped by ELD level with maximum of 2 levels per group (if at all possible)</li> <li>○ Focus: Beginning English language development</li> <li>○ Program Recommendation: An explicit, systematic ELD program designed for relative Newcomers. May be independent of core program.</li> </ul>	<ul style="list-style-type: none"> <li>○ Approximately one full period daily of integrated ELD in core ELA class in addition to one full period of ELA intervention daily to support the core</li> <li>○ Include with EO, RFEP, and IFEP students</li> <li>○ Group based on English Reading Language Arts performance</li> <li>○ Focus: Preview and review of core ELA with an academic language emphasis</li> <li>○ Add extended day intervention (preview/review of core)</li> </ul>
<b>ELD Levels 3*-5, until Redesignation</b>	<b>On Track</b>	<b>On Watch</b>
	<ul style="list-style-type: none"> <li>○ Approximately one full period daily as integrated ELD in core ELA class</li> <li>○ Include with EO, RFEP, and IFEP students</li> </ul>	<ul style="list-style-type: none"> <li>○ Approximately one full period daily of integrated ELD in core ELA class in addition to one full period of ELA intervention daily to support the core</li> </ul>

## SYSD Master Plan for English Learners

	<ul style="list-style-type: none"> <li>○ Group based on English Reading Language Arts performance</li> <li>○ Focus: Preview and review of core ELA with an academic language emphasis</li> <li>○ Program Recommendation: No independent ELD program recommended. Rather, recommendation is to use ELD strategies attached to core ELA standards presented during core ELA period.</li> </ul>	<ul style="list-style-type: none"> <li>○ Include with EO, RFEP, and IFEP students</li> <li>○ Group based on English Reading Language Arts performance</li> <li>○ Focus: Preview and review of core ELA with an academic language emphasis toward redesignation.</li> </ul>
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### **Special Education**

Students in need of special education and related services, including students identified as English Language Learners (EL), will receive appropriate Special Education/English Learner services.

It is the responsibility of the District and the Special Education Local Plan Area (SELPA) to offer sufficient and appropriate resources to ensure each SPED/EL student has the same educational and linguistic opportunities in the least restrictive environment. Instructional settings include Special Day Classes (SDC), Resource Specialist Programs (RSP), and Designated Instructional Services (DIS).

### ***SPED/EL program includes the following:***

- a. Initial identification and testing in the primary language and/or English, as applicable.
- b. The Instructional Program:
  1. English Language Development (ELD)
  2. Primary Language and/or Specially Designed Academic Instruction in English (SDAIE) in the District's core curriculum based on diagnosed need.
  3. Implementation of class/course section strategies to promote cross-cultural understanding and the development of a positive self-image.
- c. Qualified Teachers (BCLAD/CLAD or EL Certification) and support staff will be trained to meet the cultural and linguistic needs of the SPED/EL students.
- d. Translation of required parent notifications, documents, including IEP – parent rights to inform and involve parents of SPED/EL students and translation service will be provided.

### ***Special Education Placement for English Learners Considerations***

An important consideration in the placement of EL students into Special Education is accurate identification. There must be a determination of whether or not learning disabilities in the primary language exist or if second language acquisition variables, lack of prior school experiences, and/or cultural differences are the reasons for a student's poor achievement in academics.

## SYSD Master Plan for English Learners

***Additional screening may be necessary to determine:***

- a. Literacy skills in primary language
- b. Language skills and basic knowledge in primary language
- c. Computation skills
- d. Correlation of English language proficiency level with the performance expectations of the student

### **C. RECLASSIFICATION & MONITORING**

**Overview**

Reclassification is the process whereby an English Learner is reclassified as a Fluent English Proficient (FEP) student after meeting various linguistic and academic criteria set forth by California Department of Education (CDE) guidelines and the San Ysidro School District Governing Board. The standard criteria and procedures for reclassification of students in grades 2-8 was revised and approved on February 26, 2016. Each school site will establish a Student Reclassification Team which may include the following members: Principal (or designee), Resource Teacher on Special Assignment, student’s homeroom or core teacher, and other staff members as needed. The goal of the San Ysidro School District is to reclassify EL students to successful Fluent English Proficient (FEP) students who can participate equally with native speakers in the school’s English instructional program.

<b>Measure of Evaluation:</b>	<b>Minimum Criteria:</b>
English Language Proficiency Test (state-approved ELD assessment)	<ul style="list-style-type: none"> <li>• Overall score - Early Advanced or Advanced</li> <li>• All 4 domains (Listening, Speaking, Reading and Writing) must have a score of Intermediate or above</li> </ul>
Comparison of Performance in Basic Skills	<ul style="list-style-type: none"> <li>• Two ELA district assessments with proficient scores (benchmark or challenge) - or -</li> <li>• CAASPP/SBAC overall ELA score (2,470 and above) - or -</li> <li>• District approved assessment for reclassification</li> </ul>
Teacher Evaluation and Academic Indicator	<ul style="list-style-type: none"> <li>• Completed Teacher Evaluation Form (grade-level teacher for grades 2-6 and ELA teacher for grades 7-8) indicating a recommendation of reclassification based on the academic characteristics of a student.</li> </ul>

## SYSD Master Plan for English Learners

Parental Consultation and Notification	<ul style="list-style-type: none"><li>• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting.</li><li>• Final letter to notify parents of reclassification.</li></ul>
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\*The San Ysidro School Board of Education revised and adopted the following Reclassification criteria on Feb. 25, 2016.

### Federal Program Monitoring (FPM)

#### IV. Standards, Assessment, and Accountability

##### IV-EL 13: Evaluation of English Learner Program Effectiveness

**IV-EL 13. A program evaluation shall be provided by the LEA and shall be used to determine:**

- (a) Necessary improvements to programs and activities for which Title III have been used for LEP and immigrant students
- (b) The effectiveness of programs and activities in assisting EL students to attain proficiency and to meet academic achievement and content standards
- (c) Whether to eliminate specific EL activities proven to be ineffective
- (d) The degree to which, within a reasonable amount of time:
  - i. English Learners are achieving English language proficiency comparable to that of average native speakers of English in the district
  - ii. Academic results indicating that English Learners are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703(f), 6841 (b) (c); Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011; EC § 64001(f).)

##### IV-EL 14: Reclassification

**IV-EL 14. The LEA must reclassify a pupil from EL to proficient in English by using a process and criteria that include, but are not limited to:**

- (a) Assessment of English language proficiency (EC § 313(d)(1); 5 CCR § 11303(a).)
- (b) Comparison of pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate whether the pupil is sufficiently proficient in English to participate effectively in a

## SYSD Master Plan for English Learners

curriculum designed for pupils of the same age whose native language is English. (EC § 313(d)(4); 5 CCR § 11303(d).)

- (c) Teacher evaluation that includes, but is not limited to, the pupil's academic performance. (“Teacher” refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil.) (EC § 313(d)(2); 5 CCR § 11303(b).)
- (d) Opportunities for parent opinion and consultation during the reclassification process. (EC § 313(d)(3); 5 CCR § 11303(c).)
  
- **14.1** The LEA must maintain in the pupil’s permanent record (regardless of the physical form of such record and to ensure transfer of documentation) the following:
  - (a) Language and academic performance assessments
  - (b) Participants in the reclassification process
  - (c) Decision regarding reclassification (5 CCR §§ 432, 434, 438.)
- **14.2** The LEA must monitor, for a minimum of two years, the progress of reclassified pupils to ensure correct classification, placement, and additional academic support, as needed. (20 U.S.C. § 6841; 5 CCR § 11304.)

# SYSD Master Plan for English Learners

## Reclassification Procedures

Assessment Center will query for reclassification candidates using annual assessment year CLEDT scores. CELDT overall score of Early Advanced or Advanced AND Intermediate or higher on all skills areas tested (Listening, Speaking, Reading and Writing).

Student remains an English Learner if criteria are not met.

Assessment Center will export data from Synergy and OARS for students who have passed criteria for ELA district assessments), CAASPP/SBAC overall ELA score, or any other district approved assessment for reclassification.

Student remains an English Learner if criteria are not met.

Assessment Center will merge reclassification candidate's data into Teacher Evaluation Forms and send to the school (EL designee). Teacher will complete evaluation form for Reading and Writing.

Student remains an English Learner if criteria are not met.

Assessment Center will collect Teacher Evaluation Forms and enter results into Synergy. If a student fails the Teacher Evaluation the Principal is notified via hard copy. For students that pass the reclassification criteria: Notify parents that student is a candidate for reclassification and provide opportunity for face-to-face conference. Print and send home final letter to notify parents of reclassification.

## SYSD Master Plan for English Learners

### District Criteria & Procedures: Reclassification and Monitoring RFEP Students

Department:	Responsibilities:
Assessment Center	<ul style="list-style-type: none"> <li>• Identify reclassification candidates by school based on state-approved ELD assessment scores, SBAC scores, and ELA district benchmark data.               <ul style="list-style-type: none"> <li>• Round #1 - Beginning of school year (August/September)</li> <li>• Round #2 - Mid-year (January/February)</li> <li>• Round #3 - End of Year (May/June)</li> </ul> </li> <li>• Generate initial parent notification letter for RFEP candidates.</li> <li>• Notify parents of reclassification and provide opportunity for face-to face conference.</li> <li>• Print and send home final parent notification.</li> <li>• Update language proficiency from EL to RFEP in Synergy.</li> <li>• Adjust student program in Synergy as needed.</li> <li>• Notify Principal via email regarding student program change.</li> </ul>
Site Administration	<ul style="list-style-type: none"> <li>• Oversee RFEP monitoring for up to 2 years to ensure progress towards proficiency.</li> <li>• Coordinate any intervention programs to facilitate needs of EL students that do not meet reclassification criteria or RFEP students that are not showing adequate progress by grade level standards.</li> </ul>
Classroom Teacher	<ul style="list-style-type: none"> <li>• Teacher completes the teacher evaluation form for RFEP candidates based on the academic characteristics of the student.</li> <li>• Submit completed forms to site Instructional Lead within one week of receipt.</li> </ul>

### Special Education

The procedures and services for all special education students also apply to special education English Learners. Alternative reclassification criteria may be utilized on an individual basis. Any decision to alter the reclassification criteria must be made by the IEP team in accordance with State and Federal requirements.

## SYSD Master Plan for English Learners

<b>MONITORING RFEP STUDENTS</b>	
<b>Overview</b>	<b>Procedures</b>
<ul style="list-style-type: none"> <li>• Reclassified students will receive two years follow-up monitoring by the district and site administration or designee and the classroom teacher. Student progress will be monitored (approximately 5 times per year) using the districts ELA Data Reflection documentation.</li>   <li>• If the student’s standardized test scores fall below the basic level in English Language Arts or the student’s grades fall below satisfactory in any academic area, the school site team will re-evaluate the student’s lack of progress and interventions will be recommended.</li> </ul>	<ol style="list-style-type: none"> <li>1. Assessment Center will provide each principal a list of all RFEP students after Round 1, 2, and 3 and at the start of each school year.</li>   <li>2. Assessment Center will provide each school site a list of students who are less than 2 years redesignated as fluent English proficient.</li>   <li>3. Site Administration will provide follow-up support services for students who do not demonstrate satisfactory progress and will be monitored through our data reflection sessions. These may include, but are not limited to, additional tutoring or counseling, training in test taking strategies, and modified work in reading, and language arts.</li>   <li>4. Assessment Center will hold on-going meetings with Educational Services Staff, Principals, Assistant Principals and Instructional leads to review pertinent English Learner data.</li> </ol>

# SYSB Master Plan for English Learners

## D. INTERVENTION FOR “ON WATCH” STUDENTS

### Overview

English Language Learners (ELL) and Reclassified (RFEP) students who are identified as making inadequate progress will be provided with appropriate intervention services using the following procedures:

<b>1. Identification – Who Qualifies?</b>	
<p><b>EL’s</b> Any EL student that is not making adequate progress by moving one level per year (see Table 2)</p>	<p><b>RFEP’s</b> Any reclassified student that is not meeting On Track criteria:</p> <ul style="list-style-type: none"> <li>SBAC - Meeting Standard or Exceeding Standard on ELA</li> <li>ELA grade – 2.0 average</li> <li>ELA District Assessments – benchmark/challenge</li> </ul>
<b>2. Intervention Services and Progress Monitoring</b>	
<p>Each student that is identified “On Watch” will be provided with the intervention programs and/or services as specified in the Intervention Plan. His/her progress is to be carefully monitored throughout the school year. The LAT will evaluate the student’s progress and make modifications to interventions and goals as needed at the end of each ELA data reflection.</p>	
<b>3. First Year Progress Monitoring and Program Evaluation (Strategic)</b>	
<p>At the end of the first year’s intervention program, the LAT will assess the student’s growth and the effectiveness of the Intervention Plan.</p> <ul style="list-style-type: none"> <li>If the student is meeting proficiency based on district ELA assessments, he/she will be identified as “On Track” and will continue to be monitored through the data reflection process.</li> <li>If the student does not show growth or meet proficiency on district ELA assessments, he/she will be identified as “On Watch” and the LAT will develop an intervention plan based the student needs.</li> </ul>	
<b>4. Second Year Progress Monitoring and Program Evaluation (Intensive)</b>	
<p>At the end of the second year’s intervention services, the student’s most recent data is reviewed by the LAT to assess the student’s growth and effectiveness. If the student fails to meet criteria for adequate progress in the second year, he/she will be referred to the Student Study Team (SST) for a more comprehensive examination of his/her needs and program planning. The student’s progress and the program effectiveness will then be monitored through the SST process.</p>	

# SYSD Master Plan for English Learners

## Federal Program Monitoring (FPM)

### IV. Standards, Assessment, and Accountability

#### **V-EL 13: Evaluation of English Learner Program Effectiveness**

IV-EL 13. A program evaluation shall be provided by the LEA and shall be used to determine:

- (a) Necessary improvements to programs and activities for which Title III have been used for LEP and immigrant students
- (b) The effectiveness of programs and activities in assisting EL students to attain proficiency and to meet academic achievement and content standards
- (c) Whether to eliminate specific EL activities proven to be ineffective
- (d) The degree to which, within a reasonable amount of time:
  - i. English Learners are achieving English language proficiency comparable to that of average native speakers of English in the district
  - ii. EL students' academic results indicate that ELs are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703[f], 6841[b],[c]; Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011; EC § 64001[f].)

**Table 2: Sample District-Level Performance Expectations in ELD and Academic Subject Matter for English Learners**

On Track English Learner Progress Chart						
state-approved ELD assessment Level	BEG.	EARLY INT.	INT.	EARLY ADV.	ADV.	RFEP
*Timeline based on student's ELD level at the time of entry into district	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
		1st Year	2nd Year	3rd Year	4th Year	5th Year
			1st Year	2nd Year	3rd Year	4th Year
				1st Year	2nd Year	3rd Year
					1st Year	2nd Year
						1st Year
SBAC (ELA)	Not Met	Not Met	Nearly Met	Nearly Met/Met	Nearly Met/Met	Met /Exceeded
District ELA Assessments	Intensive	Strategic	Strategic	Benchmark	Benchmark/Challenge	Benchmark/Challenge

## SYSD Master Plan for English Learners

**Note:** When students are not meeting expected proficiency growth in English or are sustaining deficits in content areas, students will be labeled as “On Watch” and we shall implement our district intervention plan. Interventions are provided based on student needs at the individual school sites.

<b>Identification of On Watch Students</b>	
<p><b><u>English Learners:</u></b></p> <ul style="list-style-type: none"> <li>Any EL student that is not making adequate progress by moving one level per year (see Table 2 above)</li> </ul>	<p><b><u>RFEP's:</u></b></p> <p>Any reclassified student that is not meeting On Track criteria:</p> <ul style="list-style-type: none"> <li>SBAC – Met/Exceeded in ELA section</li> <li>ELA grade – 2.0/C or above</li> <li>District Assessments – Benchmark or Challenge</li> </ul>

<b>Language Assessment Team (LAT)</b>	
<p><b><u>Elementary School:</u></b></p> <p>LAT consists of site administrator, Lead Teacher, and the student’s teacher</p>	<p><b><u>Middle School:</u></b></p> <p>LAT consists of a site administrator, ELD teacher/coach, and the students ELA teacher (if different from ELD)</p>

# SYSD Master Plan for English Learners

## **E. STAFFING AND PROFESSIONAL DEVELOPMENT**

### **Federal Program Monitoring (FPM)**

#### **V. Staffing and Professional Development**

##### **V-EL 15: Teacher EL Authorization**

**V-EL 15.** Teachers assigned to provide English language development and instruction in subject matter courses for ELs must be appropriately authorized (20 U.S.C. § 6826 [c]; EC §§ 44253.1, 44253.2, 44253.3, 44253.4, 44253.5, 44253.10; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1012-1013.)

##### **V-EL 16: Professional Development Specific to English Learners**

**V-EL 16.** The LEA must provide professional development specific to the implementation of programs for English Learners.

- **16.1.** The LEA must provide sufficient professional development to effectively implement the LEA's research-based English learner program. (Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011.)
- **16.2** For LEAs receiving Title III, the LEA must provide supplemental high-quality professional development to classroom teachers, principals, administrators, and other school or community-based personnel that is:
  - (a) Designed to improve the instruction and assessment of English Learners (20 U.S.C. § 6825 (c)(2)(A).)
  - (b) Designed to enhance the teacher's ability to understand and use curricula, assessment measures, and instructional strategies for English Learners (20 U.S.C. § 6825 (c)(2)(B).)
  - (c) Based on research demonstrating the effectiveness of the professional development in increasing the pupil's English proficiency or the teacher's subject matter knowledge, teaching knowledge, and teaching skills (20 U.S.C. § 6825 (c)(2)(C).)
  - (d) Of sufficient intensity and duration (which shall not include activities such as one-day or short-term workshops and conferences) to have a positive and lasting impact on the teacher's performance in the classroom (20 U.S.C. § 6825 (c)(2)(D).)

# **SYSD Master Plan for English Learners**

## **District Criteria/Process:**

San Ysidro School District's goal is to provide English Learners with highly qualified teachers who not only hold a Professional Credential but are also authorized by credential to work with English Learners as is required by California State Law. The Human Resource Department works diligently to ensure that all teachers hired have the proper credential to instruct English Learners (CLAD or equivalent). Educational Services monitors class lists to ensure that all teachers working with English Learners are certified to work with them.

The district is also committed to providing professional development to all teachers and staff (regardless of instructional program) to help them work effectively with the specialized needs of English Learners. Staff members have the opportunity to attend various workshops and in-services throughout the school year. Attendance records of the staff development programs offered during the year document the participation of teachers and staff attending the trainings. These professional opportunities include but are not limited to:

- ELA and Math Data Reflections with grade level team
- Designated ELA and Math release time for grade level teams to collaborate and plan
- Summer Institute - Instructional Design (ELA and ELD)
- On-going professional development with district partners
- California Association for Bilingual Education Conference
- No Excuses University Conference
- San Diego County Office of Education in-services and professional developments
- Vocabulary Development Strategies for English Learner
- Informational sessions on Master Plan for English Learners
- State-approved ELD assessment training for test administrators and teachers
- Data analysis, specifically R-30, state-approved ELD assessment, SBAC
- Differentiated Instruction
- Teacher mentoring at each site
- Classroom Management Strategies
- New teacher Orientation
- Professional Learning Communities

Monthly meetings are held with Educational Services staff, Principals, Assistant Principals and Instructional leads to ensure that the sites are implementing the Master Plan for English Learners. These monthly meetings are used for a variety of things, including:

- Studying the California English Language Development Standards
- Analysis of Language Arts and state-approved ELD assessment test scores and data
- Strategizing appropriate instructional techniques
- Examination procedures for state-approved ELD assessment and SBAC testing
- Reclassification procedural training
- Preparation of the R-30 report
- Establishing and maintaining files on EL students
- EL updating in Synergy
- Opportunities for colleagues to meet and discuss practices with their peers

# SYSD Master Plan for English Learners

- Use of the District’s adopted instructional materials.

## Staffing

In order to be compliant with its Staffing and Training Plan, the district is committed to ensure that English Learners receive instruction from an appropriately authorized teacher. Teachers assigned to teach English language instruction and/or core curriculum to English Learners must possess one of the following credentials: **BCC, CLAD, BCLAD, LDS, SB1969, or SB395**. Teachers who have English Learners in their classroom but do not have the appropriate credentials must agree in writing to work toward authorization and sign the Teacher In Training Form annually (see Tool Kit). The “in training” status should not exceed one year for SB395, two years for CLAD and three years for BCLAD. At the secondary level, only teachers who provide ELD and/or SDAIE in the core curriculum (language arts, math, science, and social studies) are required to participate in training if they do not already have the proper credential. Teachers who provide academic instruction in the student’s primary language must have a **BCLAD** or **BCC** authorization or be “in-training” for the BCLAD with a certified bilingual paraprofessional assisting with the primary language. The district process for teachers in training is as follows.

1. At the beginning of each year teachers must sign the Teacher in Training Form and complete the plan of action outlined on the form.
2. Every year the teacher needs to show progress toward obtaining appropriate certification or authorization.
3. At the end of each year teachers in training must submit proof of completion of course-work for that year to the Human Resources department. The Human Resources department will be responsible for monitoring this process and following up with teachers who have not complied with their training action plan.
4. Teachers not complying with their agreed upon training plan will be at risk for reassignment as outlined in the District Policy:

“Failure to comply with the training requirements may result in a teacher’s reassignment a different school site and/or classroom that does not have EL students, assuming such site and/or classroom is available at that time.”

## Recruitment

The district attends recruitment fairs sponsored by universities, colleges, and organizations. The Executive Director of Human Resources participates in recruitment efforts. Every effort is made to hire qualified teachers. Candidates with BCC/BCLAD, CLAD, or LDS authorizations are given hiring priority. All new hires are notified of training requirements before contracts are signed. This is monitored by the Human Resources department.

## Training

Teachers who participate in a training that leads to any one of these credentials (CLAD, BCLAD, SB1969, or SB395) are given the status of “teacher-in-training.” Teachers with this status are authorized to provide ELD and/or SDAIE instruction.

## **SYSD Master Plan for English Learners**

In order to be considered in training for the CLAD, teachers must be enrolled in an accredited program leading to CLAD or SB395 certification and must complete it within three years for CLAD and seven years for BCLAD. These programs may be taken at a college, university, or at the County Office of Education. At the end of each semester, a copy of the transcript must be submitted to Human Resources.

### **District and Site Training for all personnel who work with English Learners**

Throughout the year, all personnel who work with English Learners (certified bilingual paraprofessionals, teachers, counselors and administrators). The district and school site workshops are designed to strengthen the instructional strategies for those who work with English Learners. District staff development cannot be used to acquire the necessary credentials to teach English Language Development. However, classes may be used for contractual staff development.

The workshops may include but are not limited to the following topics:

ELD Standards	ELD Strategies
Cooperative Learning Groups	SDAIE Strategies
Primary Language Support	Preview-Review
Literacy Strategies	EL Program Compliance
EL Master Plan Review	EL Intervention Programs

### **Paraprofessionals**

Certified bilingual paraprofessionals are vital to the academic success of English Learners. Their assistance is particularly important for beginning English Learners to gain equal access to the core curriculum. Paraprofessionals from all language groups are encouraged to pursue a teaching credential through the district Paraprofessional Teacher Training Program (PTTP).

# SYSD Master Plan for English Learners

## **F. INVOLVEMENT**

### **Federal Program Monitoring (FPM)**

#### **I. Involvement**

##### **I-EL 01: Parent Outreach and Involvement**

**I-EL 1.** The LEA must implement outreach to parents or guardians of English Learners that includes the following:

- (a) The LEA sends notice of and holds regular meetings for the purpose of formulating and responding to the parents' recommendations. (20 United States Code (U.S.C.) § 7012 (e)(2).)
- (b) The LEA provides training activities to parents on how they can be involved and become active participants in assisting their children to:
  - 1. Attain English proficiency
  - 2. Achieve at high levels in core academic subjects
  - 3. Meet challenging state academic content and achievement standards expected of all students (20 U.S.C. § 7012 (e)(1).)

##### **I-EL 02: Translation of Information for Parents**

**I-EL 2.** The LEA must provide parents or guardians with information on school and parent activities in a format and, to the extent practicable, in a language the parents can understand. (20 U.S.C. § 6318 (e)(5).)

- **2.1** When 15 percent or more of students enrolled in a public school speak a single primary language other than English, as determined by language census data from the preceding year, all notices, reports, statements, and records sent to parents of such students must be written in English and the home language. (California Education Code (EC) § 48985; 5 California Code of Regulations (CCR) § 11316.)

##### **I-EL 03: Private School Consultation and Participation**

**I-EL 3.** The LEA must contact private school officials in the LEA enrollment area to provide an opportunity to receive equitable Title III educational services and benefits to address the needs of eligible ELs and ensure that immigrant students participate on an equitable basis. (20 U.S.C. § 6320.)

**3.1** On an annual basis, the LEA must consult with all non-profit private schools within its boundaries as to whether the private schools' students and teachers will participate in the Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement Program as part of the Federal programs available to them. (20 U.S.C. § 6320.)

- **3.2** For participating private schools, the LEA must consult with appropriate private school officials during the design and development of the program concerning the following:
  - (a) Identification of students' needs. (20 U.S.C. §§ 6320 (b)(1)(A), 7881 (c)(1)(A).)
  - (b) What services and/or products to be offered. (20 U.S.C. §§ 6320 (b)(1)(B), 7881 (c)(1)(B).)
  - (c) Service delivery options, including services through a contract with a third-party provider. (20 U.S.C. §§ 6320 (b)(1)(C)(G), 7881(c)(1)(C).)
  - (d) Assessment and improvement of services. (20 U.S.C. §§ 6320 (b)(1)(D), 7881 (c)(1)(D).)

## **SYSD Master Plan for English Learners**

- (e) The size and scope of services and the proportion of funds allocated. (20 U.S.C. §§ 6320 (b)(1)(E), 7881 (c)(1)(E).)
- (f) Program delivery options. (20 U.S.C. §§ 6320 (b)(3), 7881 (c)(4).)
- (g) Reasons for not using a contractor preferred by private school officials. (20 U.S.C. §§ 6320 (b)(1)(H), 7881(c)(2).)
- (h) The right to complain to the state educational agency that the local educational agency did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private school official. (20 U.S.C. § 6320 (b)(5)(A).)
- (i) Parent participation on an equitable basis in parental involvement services and activities.(20 U.S.C. § 6320 (a)(1).)
- (j) The LEA’s annual assessment of identified students for English language proficiency using a valid and reliable instrument (20 U.S.C. § 6320[b][1][D].)

### **I-EL 04: English Learner Advisory Committee (ELAC)**

**EL 4.** A school site with 21 or more English Learners must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements:

- (a) Parent members are elected by parents or guardians of ELs (5 CCR § 11308[b].)
- (b) Parents of ELs constitute at least the same percentage of the committee membership as their children represent of the student body (EC § 52176[b].)
- (c) The ELAC shall be responsible for assisting in the development of the school-wide needs assessment, and ways to make parents aware of the importance of regular school attendance. (5 CCR § 11308[c][2]; EC § 52176[c].)
- (d) The ELAC shall advise the principal and staff in the development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the Single Plan for Student Achievement (SPSA). (EC §§ 52176[c], 64001[a].)
- (e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities (5 CCR § 11308[d].)

**4.1** The school may designate an existing school level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC, if the advisory body meets the criteria in paragraph “b”, above (EC § 52176[b]; 5 CCR § 11308[d].)

**4.2** The ELAC has the opportunity to elect at least one member to the DELAC or participants in a proportionate regional representation scheme when there are 31 or more ELACs in the district. (5 CCR § 11308[b]; 20 U.S.C. § 7012.)

### **I-EL 05: District English Learner Advisory Committee-DELAC**

**I-EL 5.** A LEA with 51 or more English Learners must have a functioning DELAC or a subcommittee of an existing district committee in which at least 51 percent of the members are parents (not employed by the district) of English Learners.

- **5.1** The DELAC must advise the school district governing board on all of the following tasks:
  - (a) Development of a district master plan for educational programs and services for English Learners that takes into consideration the Single Plan for Student Achievement. (5 CCR § 11308(c)(1).)

## **SYSD Master Plan for English Learners**

- (b) Conducting of a district-wide needs assessment on a school-by-school basis. (5 CCR § 11308(c)(2).)
  - (c) Establishment of district program, goals, and objectives for programs and services for English Learners. (5 CCR § 11308(c)(3).)
  - (d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements. (5 CCR § 11308(c)(4).)
  - (e) Review and comment on the school district’s reclassification procedures. (5 CCR § 11308(c)(6).)
  - (f) Review and comment on the written notifications required to be sent to parents and guardians. (5 CCR § 11308(c)(7).)
- 
- **5.2** The LEA must provide training materials and training, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities. (5 CCR § 11308(d).)
  - **5.3** The consolidated application shall also include certifications by appropriate district advisory committees that the application was developed with review and advice of those committees. (EC § 64001[a].)

### **District Criteria/Process:**

As required by law, the San Ysidro School District has a functioning District English Learner Advisory Committee (DELAC), and school sites have English Learner Advisory Committees (ELAC) meeting all legal requirements.

The goal of this section is to assist schools in the development of a strong interactive parent component. The school’s responsibility is to help parents clearly understand the educational process and school system so that they can positively interact with the school and thus become advocates for the education of their children.

### **DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)**

Whenever 51 or more English Learners are enrolled in a district, the district must establish a functioning district EL advisory committee (DELAC).

(Education Code 52176)

#### **The DELAC:**

1. Has input in the development of the Master Plan for English Learners
2. Has input into a district-wide needs assessment on a school – by school basis
3. Is informed of the language census for the district
4. Reviews and comments on the written notification of initial enrollment
5. Reviews and comments on any related waiver requests
6. Reviews and comments on district reclassification procedures; and
7. Reviews and comments on adopted by-laws

Committee members are trained regarding their roles and responsibilities and are kept apprised of issues and policies that relate to the program for English Learners.

## **SYSD Master Plan for English Learners**

This committee is comprised of parents, staff, and community members from site ELAC and district staff. The majority of the members are parents of English Learners and are not district employees.

District staff and DELAC members develop the annual training schedule in order to meet the parents' desire to be involved in the planning process. In addition, district staff meet with the DELAC Board members to determine agendas for the meetings and discuss pertinent committee issues. Meetings are announced at least 72 hours in advance. Notices and handouts are translated to the extent possible.

### **ENGLISH LEARNER ADVISORY COMMITTEE (ELAC)**

Whenever 21 or more English Learners are enrolled at the school site, the site must have a functioning EL advisory committee (ELAC) that advises the school on programs and services for English Learners. The committee is comprised of parents and staff, with parents of English Learners making up the majority of members. Parents of English Learners are represented in at least the same percentage as the English Learner enrollment at the site. (Education Code 52176)

#### **The ELAC:**

1. Has been elected by parents or guardians of English Learners at the school site by a written ballot with a tally sheet of the results.
2. Has advised the principal and staff on:
  - The development of the school's plan for services to English Learners;
  - The development of the school's needs assessment;
  - The school's language census; and
  - The school's efforts to inform parents of the importance of regular school attendance.
3. Has elected a DELAC representative
4. Has received training in the roles and responsibilities of the ELAC.
5. Has adopted, updated by-laws.

## **G. FUNDING**

### **Federal Program Monitoring (FPM)**

#### **III-EL 11: Supplement, Not Supplant, with Title III & EIA-LEP**

**III-EL11.** General fund resources must be used to provide services and programs for English Learners, including English language development and access to the core curriculum. The provision of such services and programs must not be contingent on the receipt of state or federal supplementary funds.

- **11.1** The LEA must use EIA-LEP carryover funds only to supplement, not supplant federal, state and local public funds. (20 U.S.C. §§ 1703(f), 6825(g), 54025(c); *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.).
- **11.2** For LEAs with EIA-LEP carryover, the LEA must utilize no less than 85 percent of those apportionments at school sites for direct services to students. (EC §§ 63000, 63001.)
- **11.3** The LEA must use Title III funds only to supplement, not supplant, other federal, state, and local public funds. (20 U.S.C. §§ 1703(f), 6825(g), 54025(c); *Castañeda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.) The use of Title III funds must meet the following requirements:

## SYSD Master Plan for English Learners

- (a) The LEA utilizes no less than 98 percent of Title III LEP apportionments on direct services to English Learners and may not use more than two percent of such funds for the administration of this program. (20 U.S.C. § 6825 (b).)
- (b) The LEA assesses for reasonable Title III LEP and immigrant alignment with the federal supplement, not supplant requirement. (20 U.S.C. § 6825[g]; EC § 48985, 54025[c], 64001[g];
- *Castaneda v. Pickard* [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.).

### **III-EL 12: Time Accounting Requirements**

**III-EL 12.** The LEA must properly assess charges for direct or indirect costs of Title III LEP and Immigrant funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee. (2 CFR §§ 211.430[a]; 20 U.S.C. § 6825[b].)

- **12.1** Each employee paid in part from Title III and in part from a second funding source, or an employee paid from multiple cost objectives, must complete a Personnel Activity Report (PAR) each pay period, or an approved sampling method must be used. (2 CFR § 200.430.)
- **12.2** Employees funded solely under Title III must complete a semiannual certification of such employment (2 CFR §§ 200.61-62, 200.302, 200.430[a][i]; EC § 52853[a][7].)

#### **District Criteria/Process:**

The Deputy Superintendent in conjunction with the Assistant Superintendent of Educational Services and the Department of State and Federal Programs oversees the annual allocation of all categorical monies. Guidance is given to the sites to ensure that these and all funds are seamlessly integrated for providing supplemental services and materials. All sites submit a budget plan as part of the budget development and program improvement processes.

The San Ysidro School District uses a centralized and site-based system of budget management. Individual school sites are responsible for the planning and management of their allocated funds. To ensure that these funds are used in a compliant manner, the district has developed a system of checks which involve several levels of approval for all categorical programs including Title III funds. These levels of approval include:

- Level 1 – Site level administrator approves the expenditure with a solution procedure listed from the School Plan and the requisition is forwarded to the district.
- Level 2 – State and Federal Programs provides the second approval for all categorical expenditures. In certain cases, the Assistant Superintendent of Educational Services will provide approval before it reaches State and Federal Programs.
- Level 3 – The Controller of Business Services provides the third approval for all categorical expenditures.
- Level 4 – The Deputy Superintendent provides the final approval for all expenditures.

<b>Specially Funded State and Federal Programs Supporting Student Learning</b>
<b>Title I, Part A</b> – These funds are used to support effective, research-based educational strategies that close the achievement gap between high-and low-performing students and enable the students to meet the state's challenging academic standards.
<b>Title III LEP</b> - The use of Title III funds is limited to providing English Learners (also known as LEP) with appropriate language programs and services, so they can attain English proficiency and meet academic standards.
<b>Title III Immigrant Education</b> – These funds are used to provide supplementary programs and services to eligible immigrant students.

# SYSD Master Plan for English Learners

## II. Governance and Administration

### **II-EL 08: Implementation, Monitoring & Revision of LEA Plans**

**II- EL 08.** A LEA operating Title III programs must annually update, implement and monitor performance goal 2 of the approved LEA Plan.

- **8.1** The plan must contain the following minimum required components:
  - (a) Title III required and allowable programs and activities to be implemented
  - (b) Description of how funds will be used
  - (c) Description of how school sites will be held accountable for: i. Meeting areas of improvement ii. Making adequate yearly progress for English Learners iii. Annually measuring the English proficiency of English Learners
  - (d) Description of how school sites will promote parental and community participation in programs
  - (e) Description of how all English Learners' programs will be carried out to ensure that English Learners are served
  - (f) Assurance that the EL program(s) will be based on effective approaches and methodologies enabling ELs to meet challenging state academic content and student academic achievement standards
  - (g) Description of high-quality student academic assessments that the LEA and schools use:
    - i. To determine the success of children in meeting the state student academic achievement standards, and to provide information to teachers, parents, and students on the progress being made toward meeting the state student academic achievement standards
    - ii. To assist in diagnosis and instruction in the classroom and to determine what revisions are needed so that English Learners meet the state student academic achievement standards. (20 U.S.C. §§ 6312 (b), 6826.)
- **8.2** LEAs and Consortia Leads (with input from consortia members) that have failed to make progress towards meeting the areas of improvement for two consecutive years shall develop an improvement plan addendum for goal 2 of the LEAP no later than three months after notification of status. (20 U.S.C. § 6316 [c][7][A]; 34 Code of Federal Regulations [CFR] § 200.52[a][1][2].)
- **8.3** LEAs and consortia that have failed to make progress towards meeting the areas of improvement for four consecutive years shall modify their curriculum, program, and method of instruction in a revised improvement plan addendum for goal 2 of the LEAP (20 U.S.C. § 6316[c][7][A].)

## SYSD Master Plan for English Learners

### **III-EL 09: EL Program Inclusion in Development of the SPSA**

**II-EL 09.** The EL program must be included in the development of the SPSA.

- **9.1** The approved SPSA must contain:
  - a) An analysis of academic performance and language development data to determine EL student and program needs (EC § 52052[2][c], 64001[f].)
  - b) School goals to meet the identified academic and language proficiency needs of ELs (EC § 64001[f].)
  - c) Activities to reach school goals to improve the academic performance of EL students (EC §§ 52052[2][c], 64001[f].)
  - d) The means of annually evaluating the progress of programs toward accomplishing the goals, including determining whether the needs of all children have been met by the strategies used, particularly the needs of low-achieving ELs and those at risk of not meeting state academic content standards (EC § 64001[f].)
  - e) Expenditures of EIA-LEP carryover allocated to the school through the Consolidated Application and Reporting System (CARS) (EC § 64001[g].)
- **9.2** The local governing board must review and approve the SPSA annually and whenever there are material changes to the plan (e.g., the school is designated as Program Improvement). (EC §§ 64000(a)(b), 64001(g).)
- **9.3** The SPSA must be consistent with the LEA Plan. (EC § 64001(h).)
- **9.4** LEAs that distribute Title III funds or services directly to schools must ensure that the Title III programs operated at the schools are included in SPSAs, administered in accordance with the LEA plan submitted to the CDE, and adhere to all applicable statutes and regulations. (20 U.S.C. §§ 6825)

### **III-EL 10: Inventory**

**II-EL 10.** For all categorical programs, the LEA must maintain an inventory record for each piece of equipment, with an acquisition cost of \$500 or more per unit that is purchased with EIA-LEP and Title III. The record must describe the acquisition by:

- (a) Type
  - (b) Model
  - (c) Serial number
  - (d) Funding source
  - (e) Acquisition date
  - (f) Cost
  - (g) Location
  - (h) Current condition
  - (i) Transfer, replacement, or disposition of obsolete or unusable equipment
- **10.1** The school district must conduct a physical check of the inventory of equipment within the past two years and has reconciled the results with inventory records. (EC § 35168; 5 CCR § 3946; 2 CFR § 200.313 [d].)

# SYSD Master Plan for English Learners

## GLOSSARY OF TERMS

**Access to Core:** Providing access to the core curriculum means providing ELs with simultaneous access to both ELD and the core curriculum. In this type of approach, the program would use primary language instruction or primary language support and SDAIE strategies when appropriate.

**BCLAD-Bilingual Cross-cultural Language and Academic Development Certificate:** This certificate issued by the Commission on Teacher Credentialing authorizes teachers to deliver English language development and content area instruction in the primary language to English Learners

**CLAD-Cross-cultural Language and Academic Development Certificate:** This certificate issued by the Commission on Teacher Credentialing authorizes teacher to deliver English language development and sheltered English instruction to English Learners.

**DELAC-District English Learners Advisory Committee:** A district-wide committee formed whenever there are 51 or more English Learners enrolled in a district. The function of the DELAC is to advise the governing board on the following issues: conducting a district wide needs assessment on a school-by-school basis, developing a plan to ensure compliance with applicable teacher or aide requirements, administration of the language census, and developing a district master plan for English Learners.

**EL-English Learner:** A student who is in the process of learning English as determined by the Home Language Survey and the Initial Assessment.

**ELAC-English Learners Advisory Committee:** A school-level committee that is formed whenever there are 21 or more English Learners at a school site. The function of ELAC is to advise the school principal and staff on matters relating to the education of English Learners.

**English Fluency:** English language proficiency on state-designated assessment instruments (state-approved ELD assessment).

**English Language Development:** ELD is a specific curriculum that addresses the teaching of English as a second language according to the level of proficiency of each student. ELD must be part of the daily program for every EL student. ELD is a minimum of 30 minutes for Sheltered Classes and a minimum of 40 minutes for waived classes.

**English Language Mainstream Program:** In this program, students are placed directly into an English instructional program usually without primary language support. EL students receive ELD instruction from the classroom teacher until they are reclassified. Core content is taught in English using SDAIE methodology. Teachers who instruct EL students, even in the Mainstream Program, must be appropriately certified.

**FEP-Fluent English Proficient:** A former English learner who has met the district criteria for reclassification and has been formally reclassified.

## SYSD Master Plan for English Learners

**HLS-Home Language Survey:** A legal document filled out by parents or guardians at the time of enrollment to the district. This document assists in determining the student's primary language.

**I-FEP-Initial-Fluent English Proficient:** A student who scored Fluent English Proficient on their initial English Language Development assessment.

**Language Acquisition:** Language is acquired through a natural process and progresses through five predictable stages: Beginning, Early Intermediate, Intermediate, Early Advanced, and Advanced.

**LDS-Language Development Specialist:** A teacher who holds a certificate of competency in language development, which authorizes him/her to provide instruction of English Learners.

**Primary Language/L1:** The first language the student learned to speak.

**Primary Language Support:** The use of the primary language of students by a teacher or paraprofessional to facilitate teacher/learning when English is the primary medium of instruction.

**Reclassification:** The process by which student is reclassified from EL to FEP.

**R-FEP – Reclassified – Fluent English Proficient:** A student who was reclassified after meeting the reclassification criteria for English Learners to become a Fluent English Proficient Student.

**SDAIE (Specially Designed Academic Instruction in English):** SDAIE is a methodology used by teachers who possess the competency to make academic content comprehensible to EL students with intermediate fluency. This approach emphasizes the development of grade-level to advanced academic competencies and should be viewed as one component within a comprehensive program and as a bridge between primary language instruction and placement in the Mainstream Program.

**Second Language/L2:** The second language the student learned or is learning to speak.

**Structured English Immersion Program:** The Structured English Immersion Program is identified as an English Language acquisition process for young children in which nearly all classroom instruction is in English, but the curriculum and presentation are specifically designed for children who are learning the language. Students will be taught subjects “overwhelmingly”, but not exclusively, in English. Student can be re-enrolled in the Structured English Immersion Program if they do not acquire a “good working knowledge of English” (ELD Level 4) in one year.

# SYSD Master Plan for English Learners

## Appendix A

San Ysidro School District  
**STUDENT ENROLLMENT FORM**  
 School:  La Mirada  OVH  Smythe  Sunset  
 SYMS  Vista Del Mar  Willow

**SCHOOL OFFICE USE ONLY**

ID# \_\_\_\_\_ Teacher: \_\_\_\_\_ Assessment Appointment Date: \_\_\_\_\_  
 Original Entry Date: \_\_\_\_\_ Birth Verification: \_\_\_\_\_ Alternative Program Waiver: \_\_\_\_\_  
 Re-Entry Date: \_\_\_\_\_ Residency Verification Date: \_\_\_\_\_  Yes  No  
 Transfer: Inter \_\_\_\_\_ Intra \_\_\_\_\_ HS# \_\_\_\_\_ OE# \_\_\_\_\_ School Year \_\_\_\_\_

**Student Data:** (Full Legal Name) PLEASE PRINT

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Grade: \_\_\_\_\_  
 Gender: M  F  Birthdate: \_\_\_\_\_ Birthplace: State: \_\_\_\_\_ Country: \_\_\_\_\_ Social Security: (optional) \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 With whom does student live with?  Father  Mother  Guardian  Other: \_\_\_\_\_  
 Father: \_\_\_\_\_ Home Tel: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 Mother: \_\_\_\_\_ Home Tel: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
 Guardian: \_\_\_\_\_ Home Tel: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

**School History (Retained: Yes No / What Grade: )**

Grade	School Name, City, State:	Date/s	Grade:	School Name, City, State:	Date/s
Pre			4 <sup>th</sup>		
TK			5 <sup>th</sup>		
K			6 <sup>th</sup>		
1 <sup>st</sup>			7 <sup>th</sup>		
2 <sup>nd</sup>			8 <sup>th</sup>		
3 <sup>rd</sup>					

Address of last school attended: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Language of Instruction: \_\_\_\_\_

Ethnicity:  Not Hispanic or Latino  Yes, Hispanic or Latino Are you an active military? YES  NO  If yes, which branch: \_\_\_\_\_  
 Race: (Please check (✓) one or all that apply) [Federal requirement data]  
 American Indian (100)  Alaskan Native (100)  Chinese (201)  Japanese (202)  Korean (203)  Vietnamese (204)  Asian Indian (205)  
 Laotian (206)  Cambodian (207)  Other Asian (299)  Hawaiian Native (301)  Guamanian (302)  Samoan (303)  Tahitian (304)  
 Other Pacific Islander (399)  Filipino (400)  African American/Black (600)  White (700)  Hmong ( )  Parent's Initial: \_\_\_\_\_

**Home Language Survey**

1. What language did student first learn to speak? \_\_\_\_\_ 2. What language does the student use most frequently at home? \_\_\_\_\_  
 3. What language do you use most frequently with student? \_\_\_\_\_ 4. What language is most often spoken by the adults at home? \_\_\_\_\_

**Specialized Programs:** Check (✓) any applicable services your child was receiving in his/her previous school. (Office Staff: If checked (✓) please send copy to Special Education Services)  
 Dual Language  Counseling Services  Resources Specialist Program (RSP)  Speech/Language Services  
 Migrant Education  GATE  Special Day Class (SDC)  Section 504 Plan  No Specialized Programs

**Migrant Information**

Have parents or guardians been employed in the agricultural/fishing/food processing/nursery or lumber related activities in the past three years?  Yes  No

**Family Information (Other children living in the same household)**

Last Name – First Name	Birthdate	Relationship	Last Name – First Name	Birthdate	Relationship
1. _____			3. _____		
2. _____			4. _____		

**Parent/Guardian Education**

F  M  G  Not a High School graduate  
   High School, Vocational or Technical school graduate  
   Some college (includes A.A. degree)  
   College Graduate (B.A., B.S., or equivalent degree from a foreign university)  
   Graduate school/Post Graduate training  
   Declined to state/Unknown

**Copies provided by parent/guardian**

Last report card  
 SST (Student Study Team) documentation  
 IEP / 504 Plan   
 Other (Specify) \_\_\_\_\_  
 E-mail address \_\_\_\_\_  
 Email address of  Father  Mother  Guardian

Print name of Parent/Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_ Relationship: \_\_\_\_\_ Date: \_\_\_\_\_  
 White: School Yellow: Assessment Center  Copy sent to Special Ed. (if applicable) Revised: 02-08-16

# SYSD Master Plan for English Learners

**Appendix B**

## San Ysidro School District

### INITIAL PARENT NOTIFICATION LETTER Federal Title III and State Requirements

To the parent(s)/guardian(s) of: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

Student ID #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_ Primary language: \_\_\_\_\_

**Dear Parent(s) or Guardian(s):** When your child enrolled in our school, a language other than English was noted on your child's Home Language Survey. The law requires us to test your child's English and primary language proficiency. The results of this test are used to decide the best program placement for your child. We are required to inform you of the test results, our program recommendation, and all the placement options available for your child. We have also listed the information our district uses to decide when a student is ready to exit the English learner program. (20 *United States Code*, Section 7012; *California Education Code* sections 52164.1[b]; and Title 5 of *California Code of Regulation* sections 11307[a] and 11511.)

### Language Assessment Results

Domain	California English Language Development Test (CELDT)* Performance Level (Beginning, Early Intermediate, Intermediate, Early Advanced, Advanced)	Primary Language Proficiency Level** Test:  Date Administered:
Listening		
Speaking		
Reading		
Writing		
<b>Overall</b>		
<b>Date Tested</b>		

\*A scoring guide, developed by the testing contractor, has been used to determine these results. Parents will receive their child's official results within 30 days after the district has received individual student reports from the contractor.

Based on results of the California English Language Development Test (CELDT), your child has been identified as an:

- English learner (EL) with less than reasonable fluency in English** who will be placed in the Structured English Immersion Program.
- English learner (EL) with reasonable fluency in English** who will be placed in the English Language Mainstream Program.
- Initial Fluent English proficient (I-FEP) student** who will be placed in the district's general program.

Check if applicable:

- Individualized Education Program (IEP) on file**  
A description of how your child's recommended program placement will meet the objectives of the IEP is attached.

### Program Placement Options for English Learners

The chart below shows all program placement options. (A more detailed description follows.) To request that your child be placed in an Alternative Program in which much of the instruction is provided in your child's primary language, you must apply for a "Parental Exception Waiver".

English Language Proficiency Levels		Program Placement
Beginning	Less than reasonable fluency	Structured English Immersion (SEI) or an Alternative Program with an approved Parental Exception Waiver (DLP, NCP)
Early Intermediate		
Intermediate		
Early Advanced	Reasonable fluency***	English Language Mainstream or an Alternative Program with an approved Parental Exception Waiver (DLP)
Advanced		
		Other Instructional Setting based on IEP

# SYSD Master Plan for English Learners

## INITIAL PARENT NOTIFICATION LETTER

### Federal Title III and State Requirements

### Description of Program Placement Options and Goals for English Learners

All programs include English Language Development (ELD) and teaching strategies differentiated for each student's level of English language proficiency. These strategies are used to help each student reach proficiency in speaking, reading and writing English, and succeed academically in all core subjects.

- **Structured English Immersion (SEI):** Students who score at **less than reasonable fluency** are placed in an SEI program and are taught overwhelmingly in English. Some assistance may be provided in the primary language. Students are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards.
- **English Language Mainstream (ELM):** Students who score at **reasonable fluency** in English are placed in an ELM program. They are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.
- **Alternative Program (ALT):** Students with an approved "Parental Exception Waiver"\*\*\*\* are taught core subjects in their primary language. They receive instruction in ELD in English. Teachers must receive special training to work in such a program. They use district-adopted textbooks and supplementary instructional materials. Instruction is based on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.

**NOTE: At any time during the school year, you may have your child moved into the English Language Mainstream Program.**

**\*\*\*\* Parents/Guardians have the right to request a "Parental Exception Waiver" for an alternative program.**

California law gives parents the right to request that their child be placed in an Alternative Program. To do so, you must visit your child's school to apply for a "Parental Exception Waiver" each year. Your child must meet **one** of the following requirements: a) knows English and performs academically at least at fifth grade level; b) is ten years of age or older; or c) is a student under ten years of age who has been in an English language classroom for 30 calendar days, and has special needs.

### Reclassification (Exit) Criteria

The goal of the English learner program is for students to become fully proficient in English and to master state standards for academic achievement as rapidly as possible. This district's reclassification criteria are listed below:

Required Criteria (California Education Code Section 313[d])	LEA Criteria [District inserts local board-approved reclassification criteria]
English Language Proficiency Assessment (CELDT)	CELDT overall score of Early Advanced or Advanced AND Intermediate or higher on all skills areas tested (Listening, Speaking, Reading and Writing).
Comparison of Performance in Basic Skills	Two ELA district assessments with proficient scores (Benchmark /Challenge), CAASPP SBAC overall ELA score (2,470 and above), or any other district approved assessment for reclassification.
Parental Opinion and Consultation	First letter to notify parents/guardians of their right and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. Final letter to notify parents of reclassification.
Teacher Evaluation	Satisfactory on the Teacher Evaluation form for Reading and Writing.
	Optional: Other district multiple measures

\*\*\*\*\*

Please telephone the school if you would like to schedule a parent conference to discuss your child's options for program placement.

# SYSD Master Plan for English Learners

## San Ysidro School District INITIAL PARENT NOTIFICATION LETTER Federal Title III and State Requirements

A los padres/tutores de: \_\_\_\_\_ Escuela: \_\_\_\_\_ Fecha: \_\_\_\_\_

N.º de id. del estudiante: \_\_\_\_\_ Fecha de nacimiento: \_\_\_\_\_ Grado: \_\_\_\_\_ Lengua materna: \_\_\_\_\_

**Estimados padres o tutores:** En la encuesta de la lengua materna que se completó cuando el niño/a se inscribió en nuestra escuela figura que en su hogar se habla otro idioma además del inglés. La ley nos exige que evaluemos el dominio que el niño tiene del idioma inglés y de su lengua materna. Utilizamos los resultados de estas pruebas para decidir la mejor ubicación en el programa para el niño. Tenemos la obligación de informarle los resultados de las pruebas, nuestra recomendación del programa y todas las opciones de colocación disponibles para el niño. Además, proporcionamos la información que nuestro distrito utiliza para decidir cuándo un estudiante se encuentra listo para salir del programa de estudiantes de inglés como segunda lengua. (20 United States Code 7012; California Education Code sections 52164.1[b] and [c]; and Title 5 of California Code of Regulation sections 11307[a] and 11511.)

### Resultados de la evaluación de la lengua

Áreas	Nivel de rendimiento de la Prueba para Medir el Desarrollo del Inglés en California (CELDT)* (Inicial, preintermedio, intermedio, preavanzado, avanzado)	Prueba de Nivel de Dominio de la Lengua Materna**:  Fecha de realización:
Compresión auditiva		
Expresión oral		
Lectura		
Expresión escrita		
<b>Promedio Total</b>		
<b>Fecha del examen</b>		

\*Para determinar estos resultados se utilizó una guía desarrollada por el examinador contratado. Los padres recibirán los resultados oficiales de los niños en un plazo de 30 días después de que el examinador contratado haya enviado los informes individuales de los estudiantes al distrito.

En función de los resultados obtenidos en la Prueba para Medir el Desarrollo del Inglés en California (conocida en inglés como CELDT), se identificó al niño/a como:}

- English learner (EL)** o estudiante de inglés como segunda lengua, con una **fluidez en inglés menos que razonable** y será ubicado en el Programa de Inmersión Estructurada en Inglés.
- English learner (EL)** o estudiante de inglés como segunda lengua, con una **fluidez en inglés razonable** y será ubicado en el Programa en Inglés Regular.
- Initial Fluent English proficient (I-FEP) student** o estudiante inicial con dominio del inglés fluido que será ubicado en el Programa General del Distrito.

Marque si corresponde:

- Individualized Education Program (IEP) en archivo**

Se adjunta una descripción de cómo la ubicación en el programa recomendado para el niño cumplirá con los objetivos del IEP.

### Opciones de ubicación en el programa para estudiantes de inglés como segunda lengua

La tabla a continuación muestra todas las opciones de ubicaciones en el programa disponibles. (A continuación encontrará una descripción más detallada.) Para solicitar que el niño/a sea ubicado en un Programa Alternativo en el cual la mayor parte de la instrucción se brinde en lengua materna, debe presentar una "Solicitud de exención presentada por los padres".

Niveles de dominio del idioma inglés		Ubicación en el programa
Inicial ( <i>Beginning</i> )	Fluidez menos que la razonable***	Inmersión Estructurada en Inglés o Programa Alternativo con una solicitud de exención presentada por los padres aprobada (DLP, NCP)
Preintermedio ( <i>Early Intermediate</i> )		
Intermedio ( <i>Intermediate</i> )		
Preavanzado ( <i>Early Advanced</i> )	Fluidez razonable***	Clases en Inglés Regulares o Programa Alternativo con una solicitud de exención presentada por los padres aprobada (DLP)
Avanzado ( <i>Advanced</i> )		
		Otro entorno de enseñanza basado en el IEP

# SYSD Master Plan for English Learners

## INITIAL PARENT NOTIFICATION LETTER

### Federal Title III and State Requirements

#### Descripción de los objetivos y de las opciones de ubicación en el programa para los estudiantes de inglés como segunda lengua

Todos los programas incluyen el Desarrollo del Inglés Como Segunda Lengua (conocido en inglés como ELD) y estrategias de enseñanza diferenciadas para el nivel de dominio del inglés de cada estudiante. Dichas estrategias se utilizan para ayudar a los estudiantes a dominar la expresión oral, lectura y expresión escrita en inglés, así como también a conseguir el éxito académico en todas las materias requeridas.

- **Inmersión Estructurada en Inglés (conocida en inglés como SEI).** Los estudiantes que obtienen como resultado una **fluidez menos que la razonable** son ubicados en un programa de SEI y la enseñanza en la mayor parte se brinda en inglés. Se puede proporcionar asistencia en la lengua materna. Maestros autorizados les enseñan ELD y otras materias requeridas mediante el uso de libros de texto y materiales suplementarios adoptados por el distrito. La enseñanza se basa en los estándares de contenido del grado escolar y del ELD.
- **Clases en Inglés Regulares (conocido en inglés como ELM).** Los estudiantes que obtienen como resultado una **fluidez razonable** en inglés son ubicados en el programa ELM. Maestros autorizados les enseñan ELD y otras materias requeridas mediante el uso de libros de texto y materiales suplementarios adoptados por el distrito. La enseñanza se basa en los estándares de contenido del grado escolar y del ELD. Los estudiantes reciben toda la instrucción adicional que sea necesaria para ser reclasificados como estudiantes con dominio fluido del inglés.
- **Programa Alternativo (conocido en inglés como ALT).** Se les enseñan materias requeridas dictadas en su lengua materna a aquellos estudiantes que tengan una "Solicitud de exención presentada por los padres" aprobada.\*\*\*\* A la instrucción en ELD la reciben en inglés. Los maestros deben recibir una capacitación especial para trabajar en dicho programa. Utilizan los libros de texto y materiales didácticos suplementarios adoptados por el distrito. La enseñanza se basa en los estándares de contenido del grado escolar y del ELD. Los estudiantes reciben toda la instrucción adicional que sea necesaria para ser reclasificados como estudiantes con dominio fluido del inglés.

**NOTA: En cualquier momento durante el año escolar, el niño/a puede ser ubicado en el Programa en Inglés Regular.**

\*\*\*\* Los padres/tutores tienen el derecho de presentar una "Solicitud de exención presentada por los padres" para que el niño participe en un programa alternativo.

La legislación de California les otorga a los padres el derecho de solicitar que el niño sea ubicado en un Programa Alternativo. Para tal fin, cada año debe visitar la escuela del niño y presentar una "Solicitud de exención presentada por los padres". El niño debe cumplir uno de los siguientes requisitos: a) saber inglés y tener estudios académicos al menos hasta el quinto grado escolar; b) tener diez años de edad o más; o c) ser un estudiante menor de diez años de edad y haber estado en un salón de clases del idioma inglés durante 30 días civiles y tener necesidades

#### Criterios de reclasificación (salida)

El objetivo del programa para estudiantes de inglés como segunda lengua es que los estudiantes dominen completamente el inglés y que dominen los estándares estatales para obtener el logro académico tan rápido como sea posible. A continuación se detallan los criterios de reclasificación del distrito:

Criterios exigidos (Código de Educación de California Sección 313[d])	Criterio de la LEA
Prueba para Medir el Desarrollo del Inglés en California (CELDT)	Promedio de Pre-Avanzado o Avanzado en CELDT y de Intermedio o mejor en cualquiera de las áreas de conocimiento (Auditiva, Oral, Lectura y Escritura).
Comparación del desempeño en destrezas básicas	Dos evaluaciones del distrito en ELA con puntuación de proficiencia ( <i>Benchmark/Challenge</i> ), promedio de puntuación en ELA de 2,470 o mejor en CAASPP SBAC, o cualquier otro examen aprobado por el distrito para reclasificación.
Consulta y opinión de los padres	Primera carta para notificar a los padres de sus derechos y motivarlos a participar en el proceso de reclasificación con la oportunidad para una entrevista en persona. Carta final notificando la reclasificación
Evaluación del maestro	Nivel Satisfactorio en la evaluación del maestro en lectura, escritura
	<b>Opcional: Otras Medidas Múltiples de Distrito</b>

\*\*\*\*\*  
 ame a la escuela si gusta programar una reunión de padres para analizar las opciones de ubicación en el programa para su niño/a. 3

# SYSD Master Plan for English Learners

Appendix C

## San Ysidro School District ANNUAL PARENT NOTIFICATION LETTER Federal Title III and State Requirements

To the parent(s)/guardian(s) of: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

Student ID #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_ Primary language: \_\_\_\_\_

**Dear Parent(s) or Guardian(s):** Each year, we are required by law to notify you of your child’s proficiency level in English. We must also provide you with the school’s recommendation for program placement and describe all available program options. This letter also explains how we decide when a student is ready to exit the English learner program. (20 *United States Code* sections 7012 and 6312[g][1][A]; *California Education Code*, Section 48985; and Title 5 of the *California Code of Regulations*, Section 11309[a][b][1])

Your child’s current English proficiency level is \_\_\_\_\_, according to the most recent California English Language Development Test (CELDT) results.

Based on these results, your child has been identified as an:

- English learner (EL) with less than reasonable fluency in English** and assigned to the Structured English Immersion Program.
- English learner (EL) with reasonable fluency in English** and assigned to the English Language Mainstream Program.

Check if applicable:

- Individualized Education Program (IEP) on file**  
A description of how your child’s recommended program placement will meet the objectives of the IEP is attached.

### Academic Achievement Results

Skill Area	2016 CST Science	CAASPP 2016 Achievement level, English Language Arts	CAASPP 2016 Achievement Level, Mathematics
English Language Arts			
Mathematics			
Science			

### Program Placement Options for English Learners

The chart below shows all program placement options. (A more detailed description follows.) To request that your child be placed in an Alternative Program in which much of the instruction is provided in your child’s primary language, you must apply for a “Parental Exception Waiver.”

English Language Proficiency Levels		Program Placement
Beginning	Less than reasonable fluency	Structured English Immersion (SEI) or an Alternative Program with an approved Parental Exception Waiver (DLP, NCP)
Early Intermediate		
Intermediate		
Early Advanced	Reasonable fluency***	English Language Mainstream or an Alternative Program with an approved Parental Exception Waiver (DLP)
Advanced		
		Other Instructional Setting based on IEP

# SYSD Master Plan for English Learners

## San Ysidro School District ANNUAL PARENT NOTIFICATION LETTER Federal Title III and State Requirements

### Description of Program Placement Options and Goals for English Learners

All programs include English Language Development (ELD) and teaching strategies differentiated for each student's level of English language proficiency. These strategies are used to help each student reach proficiency in speaking, reading and writing English, and succeed academically in all core subjects.

- **Structured English Immersion (SEI):** Students who score at **less than reasonable fluency** are placed in an SEI program and are taught overwhelmingly in English. Some assistance may be provided in the primary language. Students are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards.
- **English Language Mainstream (ELM):** Students who score at **reasonable fluency** in English are placed in an ELM program. They are taught ELD and other core subjects by authorized teachers using district-adopted textbooks and supplementary materials. Instruction is based on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.
- **Alternative Program (ALT):** Students with an approved "Parental Exception Waiver"\*\*\*\* are taught core subjects in their primary language. They receive instruction in ELD in English. Teachers must receive special training to work in such a program. They use district-adopted textbooks and supplementary instructional materials. Instruction is based on ELD and grade-level content standards. Students receive any additional instruction needed for them to be reclassified as fluent English proficient.

**NOTE: At any time during the school year, you may have your child moved into the English Language Mainstream Program.** Parents of ELs have a right to decline or opt their children out of school district's EL program or out of particular EL service(s) within an EL program (*20 United States Code Section 7012(a)(8), and 5 CCR Section 11301(b)*). However, LEAs are still obligated to provide the student with language acquisition services (*5 CCR Section 11302*) until the student is reclassified.

**Parents/Guardians have the right to request a "Parental Exception Waiver" for an alternative program.**

California law gives parents the right to request that their child be placed in an Alternative Program. To do so, you must visit your child's school to apply for a "Parental Exception Waiver" each year. Your child must meet **one** of the following requirements: a) knows English and performs academically at least at fifth grade level; b) is ten years of age or older; or c) is a student under ten years of age who has been in an English language classroom for 30 calendar days, and has special needs.

### Reclassification (Exit) Criteria

The goal of the English learner program is for students to become fully proficient in English and to master state standards for academic achievement as rapidly as possible. This district's reclassification criteria are listed below:

Required Criteria (California Education Code Section 313[d])	LEA Criteria
English Language Proficiency Assessment (CELDT)	CELDT overall score of Early Advanced or Advanced AND Intermediate or higher on all skills areas tested (Listening, Speaking, Reading and Writing).
Comparison of Performance in Basic Skills	Two ELA district assessments with proficient scores (Benchmark /Challenge), CAASPP SBAC overall ELA score (2,470 and above), or any other district approved assessment for reclassification.
Parental Opinion and Consultation	First letter to notify parents/guardians of their right and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. Final letter to notify parents of reclassification.
Teacher Evaluation	Satisfactory on the Teacher Evaluation form for Reading and Writing.
	Optional: Other district multiple measures

\*\*\*\*\*  
Please telephone the school if you would like to schedule a parent conference to discuss your child's options for program placement.

# SYSD Master Plan for English Learners

## San Ysidro School District ANNUAL PARENT NOTIFICATION LETTER Federal Title III and State Requirements

A los padres/tutores de: \_\_\_\_\_ Escuela: \_\_\_\_\_ Fecha: \_\_\_\_\_

N.º de id. del estudiante: \_\_\_\_\_ Fecha de nacimiento: \_\_\_\_\_ Grado: \_\_\_\_\_ Lengua materna: \_\_\_\_\_

**Estimados padres o tutores:** Todos los años estamos obligados por ley a notificarle el nivel de dominio de inglés de su niño/a. Además debemos brindarles la recomendación de la escuela sobre la ubicación en el programa y describir todas las opciones de programas disponibles. En esta carta también se explica cómo decidimos que un estudiante se encuentra listo para salir del programa de estudiantes de inglés como segunda lengua. ((20 *United States Code* sections 7012 and 6312[g][1][A]; California *Education Code*, Section 48985; and Title 5 of the *California Code of Regulations* , Section 11309[a][b][1])

De acuerdo con los resultados de la Prueba para Medir el Desarrollo del Inglés en California (California English Language Development Test, CELDT), el nivel de dominio de inglés del niño es \_\_\_\_\_.

En función de estos resultados, se identificó al niño como:

- English learner (English learner, EL)** o estudiante de inglés como segunda lengua con una **fluidez en inglés menos que razonable** y fue asignado al Programa de Inmersión Estructurada en Inglés.
- English learner (EL)** o estudiante de inglés como segunda lengua con una **fluidez en inglés razonable** y fue asignado al Programa en Inglés Regular.

Marque si corresponde:

- Individualized Education Program (IEP) en archivo**  
Se adjunta una descripción de cómo la ubicación en el programa recomendado para el niño cumplirá con los objetivos del IEP.

### Resultados de los logros académicos

Áreas de destrezas	2016 CST Ciencias	CAASPP 2016 Nivel Académico, Artes Lingüísticos de Inglés	CAASPP 2016 Nivel Académico, Matemáticas
Lengua y Literatura en Inglés			
Matemáticas			
Ciencias			

### Opciones de ubicación en el programa para estudiantes de inglés como segunda lengua

La tabla a continuación muestra todas las opciones de ubicaciones en el programa disponibles. (A continuación encontrará una descripción más detallada.) Para solicitar que el/la niño/a sea ubicado en un Programa Alternativo en el cual la mayor parte de la instrucción se brinde en lengua materna, debe presentar una "Solicitud de exención presentada por los padres".

Niveles de dominio del idioma inglés		Ubicación en el programa
Inicial ( <i>Beginning</i> )	Fluidez menos que la razonable***	Inmersión Estructurada en Inglés o Programa Alternativo con una solicitud de exención presentada por los padres aprobada (DLP, NCP)
Preintermedio ( <i>Early Intermediate</i> )		
Intermedio ( <i>Intermediate</i> )		
Preavanzado ( <i>Early Advanced</i> )	Fluidez razonable***	Clases en Inglés Regulares o Programa Alternativo con una solicitud de exención presentada por los padres aprobada (DLP)
Avanzado ( <i>Advanced</i> )		
		Otro entorno de enseñanza basado en el IEP

# SYSD Master Plan for English Learners

## CARTA DE NOTIFICACIÓN ANUAL PARA LOS PADRES Requisitos estatales y del Título III federal

### Descripción de los objetivos y de las opciones de ubicación en el programa para los estudiantes de inglés como segunda lengua

Todos los programas incluyen el Desarrollo del Inglés Como Segunda Lengua (English Language Development, ELD) y estrategias de enseñanza diferenciadas para el nivel de dominio del inglés de cada estudiante. Dichas estrategias se utilizan para ayudar a los estudiantes a dominar la expresión oral, lectura y expresión escrita en inglés así como también a conseguir el éxito académico en todas las materias requeridas.

- **Inmersión Estructurada en Inglés (Structured English Immersion, SEI).** Los estudiantes que obtienen como resultado una **fluidez menos que la razonable** son ubicados en un programa de SEI y la enseñanza en la mayoría se brinda en inglés. Se puede proporcionar asistencia en la lengua materna. Maestros autorizados les enseñan ELD y otras materias requeridas mediante el uso de libros de texto y materiales suplementarios adoptados por el distrito. La enseñanza se basa en los estándares de contenido del grado escolar y del ELD.
- **Clases en Inglés Regulares (English Language Mainstream, ELM).** Los estudiantes que obtienen como resultado una **fluidez razonable** en inglés son ubicados en el programa ELM. Maestros autorizados les enseñan ELD y otras materias requeridas mediante el uso de libros de texto y materiales suplementarios adoptados por el distrito. La enseñanza se basa en los estándares de contenido del grado escolar y del ELD. Los estudiantes reciben toda la instrucción adicional que sea necesaria para ser reclasificados como estudiantes con dominio fluido del inglés.
- **Programa Alternativo (Alternative Program, ALT).** Se les enseñan materias requeridas dictadas en su lengua materna a aquellos estudiantes que tengan una "Solicitud de exención presentada por los padres" aprobada.\*\*\*\* A la instrucción en ELD la reciben en inglés. Los maestros deben recibir una capacitación especial para trabajar en dicho programa. Utilizan los libros de texto y materiales didácticos suplementarios adoptados por el distrito. La enseñanza se basa en los estándares de contenido del grado escolar y del ELD. Los estudiantes reciben toda la instrucción adicional que sea necesaria para ser reclasificados como estudiantes con dominio fluido del inglés.

**NOTA: En cualquier momento durante el año escolar, el/la niño/a puede ser ubicado en el Programa en Inglés Regular.**

**Los padres/tutores tienen el derecho de presentar una "Solicitud de exención presentada por los padres" para que el niño participe en un programa alternativo.**

La legislación de California les otorga a los padres el derecho de solicitar que el niño sea ubicado en un Programa Alternativo. Para tal fin, cada año debe visitar la escuela del niño y presentar una "Solicitud de exención presentada por los padres". Su niño debe cumplir uno de los siguientes requisitos: a) saber inglés y tener estudios académicos al menos hasta el quinto grado escolar; b) tener diez años de edad o más; o c) ser un estudiante menor de diez años de edad y haber estado en un salón de clases del idioma inglés durante 30 días civiles y tener necesidades especiales.

### Criterios de reclasificación (salida)

El objetivo del programa para estudiantes de inglés como segunda lengua es que los estudiantes dominen completamente el inglés y que dominen los estándares estatales para obtener el logro académico tan rápido como sea posible. A continuación se detallan los criterios de reclasificación del distrito:

Criterios exigidos (Código de Educación de California Sección 313[d])	Criterio de la LEA
Prueba para Medir el Desarrollo del Inglés en California (CELDT)	Promedio de Pre-Avanzado o Avanzado en CELDT y de Intermedio o mejor en cualquiera de las áreas de conocimiento (Auditiva, Oral, Lectura y Escritura).
Comparación del desempeño en destrezas básicas	Dos evaluaciones del distrito en ELA con puntuación de proficiencia ( <i>Benchmark/Challenge</i> ), promedio de puntuación en ELA de 2,470 o mejor en CAASPP SBAC, o cualquier otro examen aprobado por el distrito para reclasificación.
Consulta y opinión de los padres	Primera carta para notificar a los padres de sus derechos y motivarlos a participar en el proceso de reclasificación con la oportunidad para una entrevista en persona. Carta final notificando la reclasificación
Evaluación del maestro	Nivel Satisfactorio en la evaluación del maestro en lectura, escritura
	<b>Opcional: Otras Medidas Múltiples de Distrito</b>

\*\*\*\*\*

Llame a la escuela si gusta programar una reunión de padres para analizar las opciones de ubicación en el programa para su niño/a.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Danielle Clark, Director

**AGENDA ITEM:** TRAUMA-INFORMED PRACTICES FOR SCHOOLS (TIPS)  
TRAINING OF TRAINERS

**BACKGROUND INFORMATION:**

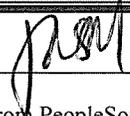
Participants will receive the Trauma-informed Practices for Schools (TIPS) training, including information about the Adverse Childhood Experiences (ACES) study and how it relates to life-long impacts for students impacted by trauma. They will also gain greater understanding of the physiological impacts of trauma on the brain and impacts on student behaviors and ability to learn. It also includes understanding the research-based information on the lifelong impacts of trauma if left untreated and why it's important to create trauma sensitive learning environments. And lastly, it will explore techniques for training on TIPS and develop strategies for its use in their schools.

**RECOMMENDATION:**

Approve the attendance and participation of Janette Ridgels, Rick Quintana, Denise Villezcas, Martha Murillo, Rebeca Ackerman, Miguel Aguilera, Lupita Garcia, Sylvia Armenta and Dalia Gonzalez-Garcia to the Trauma-Informed Practices for Schools (TIPS) Training of Trainers on November 29, 2016 at the Marina Village Conference Center at a cost not to exceed \$315.00 from the Special Education fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes     No

Yes     No

\$315.00

(Amount)

Special Education Fund

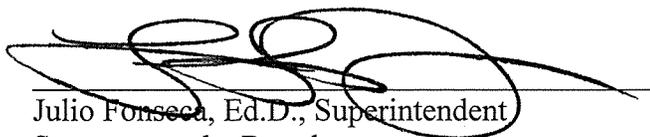
(Name of funding source and/or location)

(Funding account number)

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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:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Danielle Clark, Director

**AGENDA ITEM:** CROSS BATTERY ASSESSMENT TRAININGS

**BACKGROUND INFORMATION:**

Cross Battery Assessment is a series of trainings designed for school psychologists. Attendees will learn how to use X-BASS to support their cross-battery assessments. They will also engage in practice case study scenarios including direct data entry and analysis or results. Attendees will also have a chance to practice and discuss analysis techniques using cross-battery related software to facilitate SLD identification within a PSW model.

These trainings are sponsored by South County SELPA for free and are scheduled as follows:

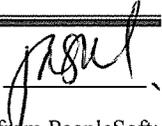
- October 21, 2016
- November 2, 2016
- December 8, 2016
- March 1, 2017
- April 14, 2017
- May 3, 2017

**RECOMMENDATION:**

Approve the attendance and participation of Rick Quintana, Denise Villezcas, Rebeca Ackerman, Miguel Aguilera and Martha Murillo to a series of Cross Battery Trainings on the following dates: October 21, November 2, December 8, 2016, March 1, April 14 and May 3, 2017 at the South County SELPA at no cost to the District.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes     No

Yes     No

(Amount)

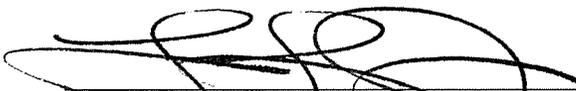
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**Participants for the Mini CABE Conference**  
Otay Ranch High School  
Saturday November 5, 2016

<b>Name</b>	<b>School</b>
Julio Fonseca	Superintendent
Erin Cronin	La Mirada
Drina Bedoya	San Ysidro Middle
Lorena Guerrero	San Ysidro Middle
Gabriela Gonzalez	San Ysidro Middle
Ginny Ambler	Smythe
Melina Waltl	Smythe
Zenaida Rosario	Smythe
Carla Garcia	Sunset
Ana Magallanes	Sunset
Leticia Lemos	Sunset
Annette Luna	Sunset
Martha Sanchez	Vista Del Mar
Kimberly Karpel	Vista Del Mar
Maria Rodriguez	Vista Del Mar
Danielle Clark	Special Ed. Dept.
Janette Ridgels	Special Ed. Dept.
Alma Vaca Sanchez	ELAC Rep. Smythe
Catalina Hernandez	ELAC Rep. La Mirada
Monica Cisneros	ELAC Rep. Alternative-La Mirada
5 (ELAC Reps.) TBD	

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Danielle Clark, Director

**AGENDA ITEM:** A GENERATION OF TRAUMA, THE ROLE OF SCHOOLS WORKSHOP

**BACKGROUND INFORMATION:**

This 3-day workshop provides school-based mental health professionals and other school crisis intervention team members with the knowledge necessary to meet the mental health needs of students and staff following a school-associated crisis event.

With updated research and crisis intervention strategies, this workshop teaches participants the following:

- how to prevent and prepare for psychological trauma
- helps to reaffirm both the physical health of members of the school community and students' perceptions that they are safe and secure
- evaluates the degree of psychological trauma
- responds to the psychological needs of members of the school community, and
- examines the effectiveness of school crisis intervention and recovery efforts

This workshop is an excellent course for all mental health professionals who provide mental health crisis intervention services

**RECOMMENDATION:**

Approve the attendance and participation of Danielle Clark, Janette Ridgels and Martha Murillo to the Generation of Trauma, The Role of Schools Workshop at the Hyatt Regency in Newport Beach from October 27 to 29, 2016 at a total cost of \$1,370.00 from Special Education funds.

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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

\$1,370.00  
(Amount)

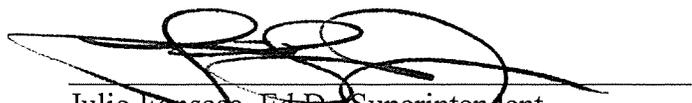
Special Education  
(Name of funding source and/or location)

  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification**  
12A.4

Page 5 of 9

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** AUTISM TRAINING FOR TEACHERS

**BACKGROUND INFORMATION:**

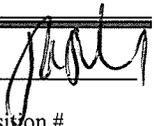
Attendees will be provided with an overview of Autism with a specific emphasis on Evidence-Based Practices (EBPs) and strategies to support students with Autism or other disabilities in the general education classroom. Training is geared towards general education teachers and instructional assistants. This training will be sponsored by South County SELPA.

**RECOMMENDATION:**

Approve the attendance and participation of the following teachers from Vista Del Mar to the Autism Training for teachers: Erica Vitug, Ann Cardoza, Cynthia Monreal Gonzalez, Catalina Baltazar, Desiree Arias, Josefina Villegas and Elizabeth Aguilar. Training will be held on October 19, 2016 at the South County Regional Education Center at an estimated cost of \$715.00 for teacher substitutes from the general fund.

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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

\$715.00

(Amount)

General Fund

(Name of funding source and/or location)

0100-000000-1110-1000-1100041-025

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

12A.4  
Page 6 of 9

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** DELAC TRAINER OF TRAINERS IN SPANISH

**BACKGROUND INFORMATION:**

The Local Control Funding Formula (LCFF) is the new school finance system. Districts are required to write a Local Control Accountability Plan (LCAP) that outlines the goals, services and use of funds. The LCAP requires that parents play a key role in budget development and allocation and renews the requirement for District English Learner Advisory Committee (DELAC) to be a part of this process.

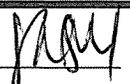
This professional learning session will showcase curriculum developed by San Marcos Unified School District in collaboration with San Diego County Office of Education. The curriculum informs DELAC parents of the LCAP, the three program options available to English Learners (ELs). The learning facilitates their advisement on high quality services and programs for ELs when addressing the LCAP. Attendees will have access to digital versions of curriculum materials to use with parents.

**RECOMMENDATION:**

Approve the attendance and participation of up to 14 DELAC parents (TBD), to the DELAC Trainer of Trainers workshop in Spanish on November 18, 2016 at a cost not to exceed \$280.00 from supplemental and concentration funds.

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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)

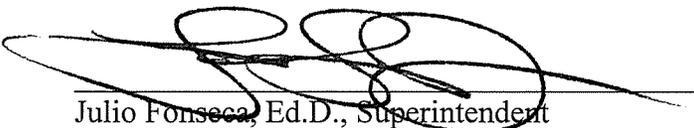
(Name of funding source and/or location)

(Funding account number)

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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**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Danielle Clark, Director

**AGENDA ITEM:** INTRODUCTION TO RESTORATIVE JUSTICE TRAINING AND USING CIRCLES EFFECTIVELY

**BACKGROUND INFORMATION:**

The first part of the training will provide participants with the basic concepts and theories to have a clear understanding of restorative practices including explicit practice, fair process, social discipline window, restorative practices continuum, restorative questions, and shame and affect.

The second part of the training will provide participants to learn how to use circles effectively to build/strengthen relationships and community, including resolving conflicts, decision-making, sharing information, and restorative justice processer.

Training sessions are scheduled as follows:

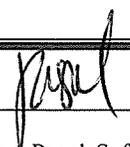
- Part I – November 30, 2016
- Part II – December 7, 2016

**RECOMMENDATION:**

Approve the attendance and participation of Danielle Clark, Janette Ridgels, Catalina Jauregui, Denise Villezcas and Sylvia Armenta to the Introduction to Restorative Justice Training and Using Circles Effectively scheduled for November 30, 2016 and December 7, 2016 at the San Diego County Office of Education at a cost not to exceed \$500.00 from Special Education funds.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

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

Yes     No

Requisition # from PeopleSoft:

\$500.00

(Amount)

Special Education

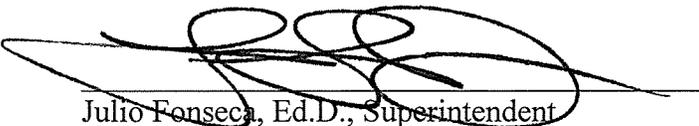
(Name of funding source and/or location)

(Funding account number)

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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**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** CALIFORNIA'S COALITION FOR ADEQUATE SCHOOL HOUSING  
(C.A.S.H.) FALL CONFERENCE

**BACKGROUND INFORMATION:**

The California's Coalition for Adequate School House (C.A.S.H.) Fall Conference will focus on key elements for local school facility program success.

Topics will include:

- How you can proactively prepare your school Board for their decisions that will be needed to implement your program.
- Helping your community understand the program.
- How to publicize your successes.

The Conference will also include presentations related to school maintenance such as achieving "Good Repair" under the LCAP and the C.A.S.H. Facility Inspection Tool (FIT) Guidebook. In addition, the Conference will include a mock school Board meeting so attendees can see theory being put into practice and updates on key school facility legislative and regulatory issues, as well as timely updates from key State agencies.

Cost implications include: Registration fees, lodging and mileage.

**RECOMMENDATION:**

Approve the attendance and participation of J. Arturo Sanchez Macias, Deputy Superintendent and Victor Guzman, Director of M.O.T.F. to the C.A.S.H. Fall Conference on October 18 and 19, 2016 at an estimated cost of \$5,000.00 from the general fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *fray*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$5,000.00  
(Amount)

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

(Funding account number)

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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:** October 13, 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:**

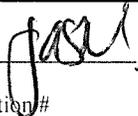
In order for the District to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount 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 September 2, 2016 through October 3, 2016. (Report #3):

- General Fund: 0000000534-0000000541, 0000000545-0000000546, 0000000548, 0000000554-0000000566, 0000000568, 0000000570-0000000571, 0000000573-0000000579, 0000000582-0000000584, 0000000590-0000000597, 0000000599-0000000617, 0000000620-0000000627, 0000000653, 0000000669, 0000000670-0000000672, 0000000674-0000000675, 0000000684-0000000687, 0000000690-0000000692, 0000000696-0000000699, 0000000702-0000000706, 0000000721-0000000722, 0000000725, 0000000730, 0000000753-0000000755, 0000000758, 0000000813
- Child Development Fund: 0000000572, 0000000580-0000000581, 0000000653, 0000000730
- Cafeteria Fund: 0000000567, 0000000569, 0000000585-0000000589, 0000000618-0000000619, 0000000653, 0000000688-0000000689, 0000000695, 0000000730
- Building Fund: 0000000595, 0000000753
- Capital Facilities: 0000000668.

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

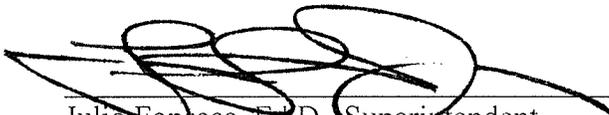
Varies  
(Amount)

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
000000534	9/2/2016	004571	DOMTAR PAPER CO. LLC	SCHOOL SUPPLIES	0100	0000000	5,702.40
000000535	9/2/2016	01641A	XEROX CORPORATION	XEROX PRINTERS	0100	0000000	6,017.98
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	1,137.24
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	259.20
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	323.94
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	583.20
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	280.80
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	302.40
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	1,620.00
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	98.01
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	462.24
000000536	9/6/2016	000000100	ROGUE FITNESS	INSTRUCTIONAL SUPPLIES	0100	0000000	197.64
000000537	9/6/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	157.67
000000538	9/6/2016	000273	SCHOLASTIC, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	838.08
000000538	9/6/2016	000273	SCHOLASTIC, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	1,754.73
000000538	9/6/2016	000273	SCHOLASTIC, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	529.25
000000539	9/6/2016	000000096	TIME FOR KIDS MAGAZINE	INSTRUCTIONAL SUPPLIES	0100	3010000	1,003.97
000000539	9/6/2016	000000096	TIME FOR KIDS MAGAZINE	INSTRUCTIONAL SUPPLIES	0100	3010000	2,102.06
000000540	9/6/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	0000001	600.00
000000541	9/6/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	1,105.00
000000541	9/6/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	595.00
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	141.52
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	635.04
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	242.61
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	186.62
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	91.24
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	394.20
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	90.20
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	987.55
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	123.12
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	203.73
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	68.43
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	699.84
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,523.45
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	176.77
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	427.68
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	427.68

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	427.68
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	631.80
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	435.46
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	60.65
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	52.88
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	60.65
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	133.75
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	66.87
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	476.93
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	376.88
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	319.68
000000545	9/7/2016	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	336.96
000000546	9/7/2016	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	5,702.40
000000548	9/8/2016	002874	ACSA	REGISTRATION FEE	0100	0000000	425.00
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	197.87
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	247.33
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	93.33
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	242.67
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	224.88
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	1,512.00
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	844.98
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	2,279.83
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	620.98
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	186.54
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	21.16
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	11.20
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000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	296.18
000000554	9/8/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	644.62
000000555	9/9/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	40.94
000000555	9/9/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	34.46
000000555	9/9/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	114.85
000000555	9/9/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	375.47
000000555	9/9/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	42.56
000000555	9/9/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	694.71



PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000574	9/13/2016	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	21.06
000000575	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	539.99
000000576	9/13/2016	004788	JASPERTRONICS	TECHNOLOGY PARTS	0100	00000000	604.72
000000577	9/13/2016	001178	SAN DIEGO COUNTY	REGISTRATION FEES	0100	40350000	550.00
000000578	9/13/2016	004045	EDUPOINT EDUCATIONAL SYSTEMS	REGISTRATION FEE	0100	40350000	7,700.00
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	22.87
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	68.69
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	137.70
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	7.29
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	13.61
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	9.72
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	89.42
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	47.47
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	66.10
000000579	9/13/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	84.24
000000582	9/14/2016	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	00000000	63.72
000000582	9/14/2016	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	00000000	63.72
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	5,894.69
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,485.80
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	3,419.11
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	6,512.63
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	2,125.73
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,085.94
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,309.93
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	6,816.31
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,017.78
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	450.78
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	5,168.19
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	41.58
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	560.00
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	735.00
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,995.00
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	490.00
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	2,240.00
000000583	9/14/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	2,380.00
000000584	9/15/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	INSTRUCTIONA SUPPLIES	0100	65000000	44.55
000000590	9/15/2016	004578	STAFF REHAB	PROFESSIONAL SERVICES	0100	65000000	108,000.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000591	9/16/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	96.14
000000591	9/16/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	797.31
000000591	9/16/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	40.94
000000591	9/16/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	37.70
000000592	9/16/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	255.00
000000592	9/16/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	170.00
000000592	9/16/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	340.00
000000592	9/16/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	255.00
000000593	9/16/2016	004218	ALICIA MARISCAL	CONTRACTED SERVICES	0100	8150000	650.00
000000594	9/16/2016	004735	RECYCLED WOOD PRODUCTS	CONTRACTED SERVICES	0100	9625000	7,688.00
000000595	9/16/2016	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	1,909.99
000000595	9/16/2016	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	6,296.00
000000595	9/16/2016	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	12,149.00
000000595	9/16/2016	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	12,015.00
000000595	9/16/2016	004732	LEAL & TREJO APC	LEGAL FEES	0100	0000000	8,042.00
000000596	9/19/2016	001532	UNISOURCE WORLDWIDE INC.	PUBLICATIONS SUPPLIES	0100	0000000	258.66
000000596	9/19/2016	001532	UNISOURCE WORLDWIDE INC.	PUBLICATIONS SUPPLIES	0100	0000000	593.89
000000597	9/19/2016	000000109	HARMONY ENVIRONMENTAL SERVICES	CONTRACTED SERVICES	0100	8150000	14,077.00
000000597	9/19/2016	000000109	HARMONY ENVIRONMENTAL SERVICES	CONTRACTED SERVICES	0100	8150000	18,096.27
000000599	9/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	29.74
000000600	9/19/2016	000034	OTAY MESA CHAMBER OF COMMERCE	DUES & MEMBERSHIPS	0100	0000000	125.00
000000601	9/19/2016	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	49.85
000000601	9/19/2016	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	266.54
000000601	9/19/2016	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	15.64
000000601	9/19/2016	000058	DEMCO INC.	LIBRARY SUPPLIES	0100	0000000	20.04
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	215.95
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	48.54
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	28.17
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	63.71
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	41.46
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	258.66
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	85.22
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	82.26
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	323.94
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	272.10
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	83.64
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	60.46

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	107.89
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	102.46
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	53.95
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	47.53
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	81.24
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	93.30
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	59.10
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	59.35
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	114.37
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	194.18
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	53.95
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	90.07
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	90.07
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	431.98
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	75.02
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	138.23
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	57.69
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	62.19
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	91.79
000000602	9/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	00000000	59.35
000000603	9/20/2016	002776	CPI	INSTRUCTIONAL SUPPLIES	0100	65000000	1,820.35
000000603	9/20/2016	002776	CPI	INSTRUCTIONAL SUPPLIES	0100	65000000	(108.00)
000000604	9/20/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	1,326.78
000000604	9/20/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	227.26
000000604	9/20/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	1,042.47
000000605	9/20/2016	000000089	BMR HEALTH SERVICES, INC	CONTRACTED SERVICES	0100	65000000	216,000.00
000000606	9/20/2016	000000104	LORRAINE ROWENA JOHNSON	CONTRACTED SERVICES	0100	33270000	7,930.00
000000607	9/20/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	1,122.34
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	67.47
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	152.93
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	142.07
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	47.92
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	16.19
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	102.03
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	124.73
000000608	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	53.43
000000609	9/20/2016	000073	SOUTHLAND TECHNOLOGY, INC.	CONTRACTED SERVICES	0100	00000000	1,000.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	29.11
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	10.17
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	13.61
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	8.64
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	31.43
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	24.27
0000000610	9/20/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	00000000	16.71
0000000611	9/20/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	19.06
0000000611	9/20/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	20.41
0000000611	9/20/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	1.04
0000000611	9/20/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	29.05
0000000611	9/20/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	00000000	55.94
0000000612	9/20/2016	000000107	CAROLYN KARINEN	CONTRACTED SERVICES	0100	65000000	108,000.00
0000000613	9/20/2016	002839	ADELANTE MUJER	CONTRACTED SERVICES	0100	00000001	900.00
0000000614	9/20/2016	004830	THE TITAN GROUP, PROFESSIONAL	PROFESSIONAL SERVICES	0100	00000000	12,773.75
0000000615	9/20/2016	000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	00000000	180.66
0000000615	9/20/2016	000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	00000000	66.91
0000000615	9/20/2016	000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	00000000	66.91
0000000615	9/20/2016	000000113	ACADEMIC BRAG TAGS	INSTRUCTIONAL SUPPLIES	0100	00000000	66.92
0000000616	9/21/2016	01641A	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	18,000.00
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	840.75
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,404.00
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,516.32
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	48,446.64
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	600.00
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	1,800.00
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	2,400.00
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	375.00
0000000617	9/21/2016	000000078	VECTOR USA	CONTRACTED SERVICES	0100	00000000	600.00
0000000620	9/22/2016	004684	NIMCO, INC	INSTRUCTIONAL SUPPLIES	0100	66500000	1,465.56
0000000621	9/22/2016	004802	KYA SERVICES LLC	CONTRACTED SERVICES	0100	96250000	62,337.08
0000000622	9/22/2016	000012	CULVER-NEWLIN INC.	FURNITURE	0100	96250000	183,352.12
0000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	89.38
0000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	110.98
0000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	932.15
0000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	290.74
0000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	97.68

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	1,076.78
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	425.22
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	238.62
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	129.49
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	234.90
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	979.29
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	53.89
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	395.82
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	49.23
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	14.47
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	14.47
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	7.24
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	1,633.18
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	729.86
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	186.01
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	86.89
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	181.96
000000623	9/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	339.03
000000624	9/23/2016	000000114	SSD ALARM	CONTRACTED SERVICES	0100	00000001	6,681.24
000000624	9/23/2016	000000114	SSD ALARM	CONTRACTED SERVICES	0100	00000001	56,006.67
000000625	9/23/2016	000000028	DANIEL B.T. HO	PROFESSIONAL SERVICES	0100	00000001	5,000.00
000000626	9/23/2016	000000115	LENOVO FINANCIAL SERVICES	EQUIPMENT	0100	96250000	695,410.00
000000626	9/23/2016	000000115	LENOVO FINANCIAL SERVICES	EQUIPMENT	0100	96250000	234,430.00
000000626	9/23/2016	000000115	LENOVO FINANCIAL SERVICES	EQUIPMENT	0100	96250000	21,100.00
000000626	9/23/2016	000000115	LENOVO FINANCIAL SERVICES	EQUIPMENT	0100	96250000	26,750.00
000000626	9/23/2016	000000115	LENOVO FINANCIAL SERVICES	EQUIPMENT	0100	96250000	19,601.50
000000627	9/23/2016	000000116	EPIC SPORTS INC	UNIFORMS	0100	00000001	1,951.90
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	3,003.74
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	3,003.74
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	3,003.74
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	3,003.74
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	3,003.74
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	9,916.31
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	17,281.32
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	11,267.46
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	20,566.09
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	12,672.19

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	14,101.68
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	12,750.56
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	6500000	3,003.74
000000669	9/27/2016	000030	ESCAPE TECHNOLOGY	CONTRACTED SERVICES	0100	0000000	2,500.00
000000670	9/27/2016	000809	OFFICE DEPOT	LIBRARY SUPPLIES	0100	0000000	51.17
000000671	9/27/2016	001295	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES	0100	0000000	105.14
000000671	9/27/2016	001295	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES	0100	0000000	143.19
000000672	9/27/2016	000273	SCHOLASTIC, INC	INSTRUCTIONAL SUPPLIES	0100	0000000	3,923.88
000000674	9/27/2016	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	300.00
000000675	9/27/2016	000000075	FLOYD & HOWERTON PLUMBING, INC	CONTRACTED SERVICES	0100	8150000	3,920.00
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	43.15
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	103.39
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	9.71
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	33.26
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	30.22
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	32.39
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	28.22
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	21.59
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	7.62
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	128.52
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	21.59
000000684	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	17.26
000000685	9/27/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	81.65
000000685	9/27/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	69.34
000000685	9/27/2016	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	38.17
000000686	9/27/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	7.62
000000686	9/27/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	20.41
000000686	9/27/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	148.50
000000686	9/27/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	46.01
000000686	9/27/2016	004560	US GAMES	INSTRUCTIONAL SUPPLIES	0100	0000000	78.84
000000687	9/27/2016	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	466.56
000000687	9/27/2016	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	349.92
000000687	9/27/2016	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	75.60
000000687	9/27/2016	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	349.92
000000687	9/27/2016	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	113.40
000000687	9/27/2016	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	75.60
000000690	9/27/2016	002874	ACSA	REGISTRATION FEE	0100	0000000	425.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000691	9/27/2016	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	0000000	106.44
000000691	9/27/2016	001685	COMPLIANCE POSTER COMPANY	OFFICE SUPPLIES	0100	0000000	106.44
000000692	9/27/2016	004913	ENVIROMATRIX ANALYTICAL, INC	CONTRACTED SERVICES	0100	8150000	189.00
000000696	9/27/2016	004774	THINK TOGETHER	CONTRACTED SERVICES	0100	0000001	386,260.00
000000697	9/27/2016	004698	DOCUMENT TRACKING SERVICES,	CONTRACTED SERVICES	0100	0000000	2,500.00
000000698	9/27/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	CONTRACTED SERVICES	0100	0000000	499.00
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	248.35
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	151.09
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.01
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.01
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000699	9/27/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
000000702	9/27/2016	004634	CHARLES G. HARDY	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
000000703	9/27/2016	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	12.95
000000704	9/27/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	8150000	180.08
000000705	9/27/2016	002355	I B TROPHIES & AWARDS	INSTRUCTIONAL SUPPLIES	0100	0000000	131.98
000000706	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	15.49
000000706	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	12.44
000000706	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	16.15
000000706	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	24.60
000000706	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	32.29
000000706	9/27/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	25.65
000000721	9/28/2016	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	500.00
000000722	9/28/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	180.00
000000725	9/28/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	475.00
000000725	9/28/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	90.00
000000725	9/28/2016	002844	SAN DIEGO COUNTY OFFICE OF	REGISTRATION FEE	0100	6500000	160.00
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	93.72
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	0000000	345.48

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	843.60
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	187.44
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	187.44
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	187.44
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	3,406.38
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	5,155.56
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	5,561.70
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	5,342.88
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	5,655.30
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	6,655.92
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	00000000	2,841.90
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	09820000	187.44
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	0100	65000000	249.96
000000753	9/29/2016	0000000046	MARIBEL S. MEDINA	LEGAL FEES	0100	00000000	6,253.81
000000754	9/29/2016	004759	PC & MACEXCHANGE	EQUIPMENT	0100	00000000	24,925.32
000000755	9/29/2016	001480	SCHOOL NURSE SUPPLY, INC.	MEDICAL EQUIPMENT	0100	04900000	484.92
000000758	9/29/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	81500000	97.50
000000813	10/3/2016	0000000119	DAVID L. VIALPANDO	CONTRACTED SERVICES	0100	00000001	25,000.00
Total for 01-00							2,872,149.15
000000572	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	52100000	32.39
000000572	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	52100000	842.34
000000572	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	52100000	280.79
000000572	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	52100000	431.99
000000572	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	52100000	226.79
000000580	9/13/2016	000811	PLAY WITH A PURPOSE	INSTRUCTIONAL SUPPLIES	1200	52100000	429.84
000000580	9/13/2016	000811	PLAY WITH A PURPOSE	INSTRUCTIONAL SUPPLIES	1200	52100000	473.04
000000580	9/13/2016	000811	PLAY WITH A PURPOSE	INSTRUCTIONAL SUPPLIES	1200	52100000	150.98
000000581	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	61050000	64.78
000000581	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	61050000	561.58
000000581	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	61050000	2,159.95
000000581	9/13/2016	000445	CONSTRUCTIVE PLAYTHINGS	INSTRUCTIONAL SUPPLIES	1200	61050000	2,041.10
000000653	9/26/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	1200	61050000	2,834.22
000000730	9/28/2016	001641	XEROX CORPORATION	CONTRACTED SERVICES	1200	61050000	657.96
Total for 12-00							11,187.75

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000567	9/12/2016	000987	C&M MOTORS		CONTRACTED SERVICES	1300	5310000	2,568.70
000000569	9/12/2016	0000000095	FOOD 4 THOUGHT, LLC		CAFETERIA FOOD	1300	5370000	95,000.00
000000585	9/15/2016	003935	AMS - ACOUSTICAL MATERIAL		CONTRACTED SERVICES	1300	5310000	456.83
000000586	9/15/2016	004091	PRUDENTIAL OVERALL SUPPLY		CONTRACTED SERVICES	1300	5310000	7,790.00
000000587	9/15/2016	004775	AFFORDABLE GREASE PUMPING		CONTRACTED SERVICES	1300	5310000	3,210.00
000000588	9/15/2016	003524	ACE COOLING & FREEZING		CONTRACTED SERVICES	1300	5310000	5,928.00
000000589	9/15/2016	003192	WAL- MART COMMUNITY/GEGRB		CAFETERIA SUPPLIES	1300	5310000	1,500.00
000000618	9/22/2016	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5310000	107.35
000000618	9/22/2016	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5310000	317.37
000000618	9/22/2016	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5454000	280.85
000000619	9/22/2016	004398	AMERICAN PRODUCE DISTRIBUTORS		CAFETERIA FOOD	1300	5370000	1,549.80
000000653	9/26/2016	001641	XEROX CORPORATION		CONTRACTED SERVICES	1300	5310000	1,312.14
000000688	9/27/2016	004678	AMAZON.COM, INC.		OFFICE SUPPLIES	1300	5310000	172.69
000000689	9/27/2016	004258	SALUM REVILLA ENTERPRISES LLC		CONTRACTED SERVICES	1300	5310000	194.27
000000695	9/27/2016	001161	HOME DEPOT		MAINTENANCE SUPPLIES	1300	5310000	3,500.00
000000730	9/28/2016	001641	XEROX CORPORATION		CONTRACTED SERVICES	1300	5310000	93.72
							Total for 13-00	123,981.72
000000595	9/16/2016	004732	LEAL & TREJO APC		LEGAL FEES	2110	9010000	10,649.00
000000753	9/29/2016	0000000046	MARIBEL S. MEDINA		LEGAL FEES	2110	9010000	5,761.19
							Total for 21-10	16,410.19
000000668	9/27/2016	002130	DECISIONINSITE		CONTRACTED SERVICES	2518	9010000	10,068.00
000000668	9/27/2016	002130	DECISIONINSITE		CONTRACTED SERVICES	2518	9010000	2,500.00
							Total for 25-18	12,568.00
							Grand Total	3,036,296.81

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 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 August 29, 2016 through September 30, 2016. Listing sheets #889 through #911. Payments were made with checks #14-155519 through #14-168248 for a total expenditure of \$1,274,747.27 from the following sources:

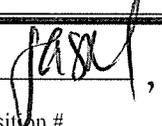
General Fund - \$1,113,208.29  
Cafeteria Fund - \$145,161.85  
Child Development Fund- \$3,492.66  
Building Fund- \$12,884.47

**RECOMMENDATION:**

Approve/Ratify expenditures incurred by the District during the period of August 29, 2016 through September 30, 2016. Listing sheets #889 through #911. Payments were made with checks #14-155519 through #14-168248 for a total expenditure of \$1,274,747.27.

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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

\$1,274,747.27  
(Amount)

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

--  
(Funding account number)

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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

03300: San Ysidro 2016-09-30

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000067 - SAN DIEGO GAS & ELECTRIC	14168244	58,376.20	SEPTEMBER2016	58,376.20	0000000199	58,209.91	0100	00000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14168244	58,376.20	SEPTEMBER2016	58,376.20	0000000199	166.29	0100	00000000	0000	8200	5500002	069		
000069 - CITY TREASURER	14168245	6,152.64	WATER BILL	6,152.64	0000000196	6,152.64	0100	00000000	0000	8200	5500004	069		
000080 - STATE BOARD OF EQUALIZATION	14168246	51.76	TAX DIESEL APR-JUNE2016	51.76		51.76	0100	0982000	0000	3600	4300022	074		
004589 - ESTHER VALLE	14168247	324.00	MILEAGE	324.00		324.00	0100	6500000	5001	3900	5200002	054		
004913 - ENVIROMATRIX ANALYTICAL, INC	14168248	189.00	6030954	189.00	0000000692	189.00	0100	8150000	0000	8100	5600005	070		

Business Unit Total: \$65,093.60

911

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-29

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	14167521	715.68	REIMBURSEMENT	715.68		715.68	0100	6500000	5001	1190	5200001	054		
000000006 - K & M Foodservice	14167522	5,757.22	2306322	5,757.22	0000000228	5,757.22	1300	5310000	0000	3700	4700001	085		
000000028 - DANIEL B.T. HO	14167523	5,000.00	003	5,000.00	0000000625	5,000.00	0100	0000001	1110	1000	5800010	061		
000000069 - EDWARD DON & COMPANY	14167524	6,076.70	19760251	6,076.70	0000000305	6,076.70	1300	5310000	0000	3700	4300026	085		
000000071 - SOUTHWEST FEED GRAIN & HAY	14167525	140.40	24552	140.40	0000000358	140.40	1300	5310000	0000	3700	4300028	085		
000000074 - MTGL INC	14167526	2,080.00	0054792	2,080.00	0000000356	2,080.00	0100	8150000	0000	8100	5600005	070		
000000095 - FOOD 4 THOUGHT, LLC	14167527	1,018.50	35908	1,018.50	0000000569	1,018.50	1300	5370000	0000	3700	4700001	085		
000000107 - CAROLYN KARINEN	14167528	3,600.00	2001	3,600.00	0000000612	3,600.00	0100	6500000	5770	1190	5800010	054		
000067 - SAN DIEGO GAS & ELECTRIC	14167529	1,250.31	SEPTEMBER BILL	1,250.31	0000000199	1,250.31	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14167529	1,250.31	SEPTEMBER BILL	1,250.31	0000000199	1,250.31	0100	0000000	0000	8200	5500002	069		
000073 - SOUTHLAND TECHNOLOGY, INC.	14167530	1,000.00	SI-68522	1,000.00	0000000609	1,000.00	0100	0000000	0000	7700	5600005	067		
000717 - HOLLANDIA DAIRY INC.	14167531	10,763.12	1830483	10,763.12	0000000299	10,763.12	1300	5310000	0000	3700	4700001	085		
001178 - SAN DIEGO COUNTY	14167532	550.00	099-008034	550.00	0000000577	550.00	0100	4035000	1110	1000	5200003	061		
001438 - REPUBLIC SERVICES	14167533	11,836.21	SEPTEMBER BILL	11,836.21	0000000197	11,836.21	0100	0000000	0000	8200	5500005	069		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	386.56	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	236.18	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	401.81	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	544.44	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	394.58	0100	0000000	0000	7200	5600006	062		

910

512

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	14167534	35,285.69	300355785	29,010.05	0000000653	381.21	0100	0000000	0000	7200	5600006	071		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	367.16	0100	0000000	0000	8200	5600006	069		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	954.19	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	1,790.51	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	1,331.81	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	7,727.85	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	3,857.03	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	1,819.09	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	8,345.27	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14167534	35,285.69	300355785	29,010.05	0000000653	472.36	1200	6105000	0001	1000	5600006	076		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	57.58	0100	0000000	0000	7200	5600005	071		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	41.66	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	15.62	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	31.24	0100	0982000	0000	3600	5600006	074		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	15.62	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	140.60	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	31.24	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	31.24	0100	0000000	0000	7700	5600006	067		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	31.24	0100	0000000	0000	8100	5600006	069		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	567.73	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14167534	35,285.69	230034964	6,275.64	0000000730	859.26	0100	0000000	1110	1000	5600006	016		

910

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	14167534	35,285.69	23003496 4	6,275.64	00000007 30	926.95	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14167534	35,285.69	23003496 4	6,275.64	00000007 30	890.48	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14167534	35,285.69	23003496 4	6,275.64	00000007 30	942.55	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14167534	35,285.69	23003496 4	6,275.64	00000007 30	1,109.32	0100	0000000	1110	1000	5600006	024		
001641 - XEROX CORPORATION	14167534	35,285.69	23003496 4	6,275.64	00000007 30	473.65	0100	0000000	1110	1000	5600006	025		
001641 - XEROX CORPORATION	14167534	35,285.69	23003496 4	6,275.64	00000007 30	109.66	1200	6105000	0001	1000	5600006	076		
001958 - LLOYD PEST CONTROL CO.	14167535	32.00	2084644	32.00	00000002 53	32.00	1300	5310000	0000	3700	5600005	085		
002419 - CINTAS CORPORATION NO. 3	14167536	1,444.78	69426464	1,444.78	00000004 56	1,444.78	1300	5310000	0000	3700	5600005	085		
002770 - FLEETWASH INC	14167537	136.08	X-822880	136.08	00000005 62	136.08	0100	0982000	0000	3600	5600005	074		
002771 - SMART & FINAL	14167538	253.92	136374-44720	253.92	00000003 96	253.92	1300	5310000	0000	3700	4700002	085		
002976 - FEDEX	14167539	51.01	5-511-64261	51.01	00000003 10	51.01	0100	0000000	0000	7200	5900012	071		
003192 - WAL-MART COMMUNITY/GEOR	14167540	75.85	014881-6074008154024	75.85	00000005 89	75.85	1300	5310000	0000	3700	4700002	085		
003935 - AMS - ACOUSTICAL MATERIAL	14167541	493.97	14600800-00	493.97	00000005 85	493.97	1300	5310000	0000	3700	4300007	085		
004091 - PRUDENTIAL OVERALL SUPPLY	14167542	1,280.00	30601696	1,280.00	00000005 86	1,280.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14167543	13,110.89	16083024 1	1,549.80	00000006 19	1,549.80	1300	5370000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14167543	13,110.89	16090903 1	11,239.81	00000002 35	11,239.81	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14167543	13,110.89	16091205 0	321.28	00000002 60	321.28	1300	5310000	0000	3700	4700002	085		
004482 - GALASSO'S BAKERY	14167544	2,867.33	47216256 06	2,867.33	00000003 23	2,867.33	1300	5310000	0000	3700	4700001	085		
004571 - STAFF REHAB	14167545	6,600.00	SS-243 SS-204 SS-131	6,600.00	00000005 90	6,600.00	0100	6500000	5770	1190	5800010	054		

910

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
004678 - AMAZON.COM, INC.	14167546	899.60	27413193 2187	629.65	00000005 17	629.65	1300	5310000	0000	3700	43000026	085		
004678 - AMAZON.COM, INC.	14167546	899.60	10585062 6853	269.95	00000005 05	269.95	1300	5310000	0000	3700	43000026	085		
004761 - MIND STREAM EDUCATION, LLC	14167547	1,400.00	763 & 762	1,400.00	00000005 68	1,400.00	0100	4035000	1110	1000	58000010	014		
004775 - AFFORDABLE GREASE PUMPING	14167548	430.00	152036	430.00	00000005 87	430.00	1300	5310000	0000	3700	58000010	085		

Business Unit Total: \$114,149.26

910

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-27

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000106 - CHEVRON U.S.A. INC.	14166523	2,651.53	SEPTEMBER	2,651.53	0000000204	556.02	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14166523	2,651.53	SEPTEMBER	2,651.53	0000000204	86.22	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14166523	2,651.53	SEPTEMBER	2,651.53	0000000204	1,002.37	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14166523	2,651.53	SEPTEMBER	2,651.53	0000000204	1,006.92	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14166523	2,651.53	SEPTEMBER	2,651.53	0000000204	0.00	1300	5310000	0000	3700	4300022	085		
001510 - EWING IRRIGATION	14166524	355.24	2167489&2121826	355.24	0000000262	355.24	0100	0000000	0000	8200	4300014	069		
002578 - CLARK SECURITY PRODUCTS	14166525	48.88	18K-92529	48.88	0000000269	48.88	0100	8150000	0000	8100	4300007	070		
002721 - CALIFORNIA ELECTRIC SUPPLY	14166526	154.62	1069-717284	154.62	0000000250	154.62	0100	8150000	0000	8100	4300007	070		
002839 - ADELANTE MUJER	14166527	900.00	ADELANTE MUJER	900.00	0000000613	900.00	0100	0000001	1110	1000	5200003	061		
003113 - PHONAK HEARING SYSTEMS	14166528	2,790.76	5154348085	2,790.76	0000000494	108.72	0100	6500000	5770	1190	4300001	054		
003113 - PHONAK HEARING SYSTEMS	14166528	2,790.76	5154348085	2,790.76	0000000494	929.53	0100	6500000	5770	1190	4300001	054		
003113 - PHONAK HEARING SYSTEMS	14166528	2,790.76	5154348085	2,790.76	0000000494	1,752.51	0100	6500000	5770	1190	4300001	054		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14166529	184.64	A232487-A232542	184.64	0000000238	184.64	0100	8150000	0000	8100	4300007	070		
004231 - PRO POWER	14166530	218.03	122508-122504-122503	218.03	0000000264	218.03	0100	0000000	0000	8200	4300014	069		

Business Unit Total: \$7,303.70

909

**03300: San Ysidro 2016-09-26**

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	14166000	6,256.41	REIMBUR SEMENT	6,256.41		2,181.27	0100	4035000	1110	1000	5200003	061		
000000002 - JOSE ARTURO SANCHEZ MACIAS	14166000	6,256.41	REIMBUR SEMENT	6,256.41		4,075.14	0100	6264000	1110	1000	5200003	061		
001570 - LORENA VARELA	14166001	421.00	REIMBUR SEMENT	421.00		421.00	0100	0300120	0001	1000	4300015	076		
002279 - COX COMMUNCIATION	14166002	17,659.34	JULY- AUG- SEP2016	17,659.34		17,659.34	0100	0000000	0000	8200	5800010	067		

Business Unit Total: \$24,336.75

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 DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	21.00	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	21.00	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	24.12	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	29.68	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	30.50	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	37.87	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	40.74	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	40.87	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	43.10	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	45.75	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	52.67	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	64.56	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	68.31	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	77.57	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	81.24	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	81.69	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	86.11	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#511	2,036.58	00000005 11	86.21	0100	00000000	0000	2100	4300011	061		

907

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-23

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000112 - FRANCISCO MATA	14165443	50.37	REIMBURSEMENT	50.37		50.37	0100	00000000	0000	7100	43000015	064		
000034 - OTAY MESA CHAMBER OF COMMERCE	14165444	125.00	MEMBER SHIP	125.00	0000000060	125.00	0100	00000000	0000	7100	53000000	063		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	2.01	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	2.01	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	3.82	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	8.69	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	9.16	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	25.63	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#474	104.43	00000000474	53.11	0100	33150000	5730	1110	43000001	076		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	3.36	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	9.05	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	22.75	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	26.53	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	28.92	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	33.69	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	35.39	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	44.22	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	44.44	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	84.08	0100	00000000	1110	1000	43000001	025		
000809 - OFFICE DEPOT	14165445	4,255.93	PO#502	2,114.92	00000000502	132.28	0100	00000000	1110	1000	43000001	025		

907

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
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	210.51	0100	00000000	1110	1000	4300001	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	219.12	0100	00000000	1110	1000	4300001	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	231.56	0100	00000000	1110	1000	4300001	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	252.02	0100	00000000	1110	1000	4300001	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	252.02	0100	00000000	1110	1000	4300001	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	307.62	0100	00000000	1110	1000	4300001	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	4.21	0100	00000000	1110	1000	4300011	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	10.53	0100	00000000	1110	1000	4300011	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	18.95	0100	00000000	1110	1000	4300011	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	20.75	0100	00000000	1110	1000	4300011	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	45.49	0100	00000000	1110	1000	4300011	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#502	2,114.92	00000005 02	77.43	0100	00000000	1110	1000	4300011	025		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	10.87	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	11.84	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	13.30	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	13.50	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	16.05	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	17.39	0100	00000000	0000	2100	4300011	061		

907

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	14165445	4,255.93	PO#511	2,036.58	00000005 11	118.44	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	230.09	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	281.28	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14165445	4,255.93	PO#511	2,036.58	00000005 11	286.49	0100	0000000	0000	2100	4300011	061		
001093 - KONE INC	14165446	10,035.00	94940540 4	10,035.00	00000001 50	10,035.00	0100	8150000	0000	8100	5600005	070		
001223 - MANUELA COLOM	14165447	101.41	REIMBUR SEMENT	101.41		31.62	0100	0000000	1110	1000	4300013	012		
001223 - MANUELA COLOM	14165447	101.41	REIMBUR SEMENT	101.41		69.79	0100	0000000	1110	1000	4300015	012		
001570 - LORENA VARELA	14165448	453.20	REIMBUR SEMENT	110.82		110.82	1200	6105000	0001	1000	4300015	076		
001570 - LORENA VARELA	14165448	453.20	REIMBUR SEMENT	106.49		106.49	1200	6105000	0001	1000	4300001	076		
001570 - LORENA VARELA	14165448	453.20	REIMBUR SEMENT	150.96		150.96	1200	5210000	0001	1000	4300001	076		
001570 - LORENA VARELA	14165448	453.20	REIMBUR SEMENT	84.93		84.93	1200	6105000	0001	1000	5900012	076		
001906 - LEARNING A-Z	14165449	3,160.00	1678149	3,160.00	00000005 25	0.00	0100	4203000	4760	1000	4300001	061		
001906 - LEARNING A-Z	14165449	3,160.00	1678149	3,160.00	00000005 25	1,580.00	0100	4203000	4760	1000	4300001	061		
001906 - LEARNING A-Z	14165449	3,160.00	1678149	3,160.00	00000005 25	1,580.00	0100	4203000	4760	1000	4300001	061		
002529 - GCR TIRES&SERVICE	14165450	86.00	832-40693	86.00	00000005 18	86.00	0100	0982000	0000	3600	5600005	074		
004543 - SCHOOL OUTFITTERS	14165451	1,074.42	12094501	1,074.42	00000004 52	1,074.42	0100	0000000	1110	1000	4300011	025		
004601 - SIR SPEEDY PRINTING 02890	14165452	127.44	23117	127.44	00000005 82	63.72	0100	0000000	0000	2100	4300011	061		
004601 - SIR SPEEDY PRINTING 02890	14165452	127.44	23117	127.44	00000005 82	63.72	0100	0000000	0000	7200	4300011	071		
004732 - LEAL & TREJO APC	14165453	51,060.99	JUNE BILL	51,060.99	00000005 95	1,909.99	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14165453	51,060.99	JUNE BILL	51,060.99	00000005 95	6,296.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14165453	51,060.99	JUNE BILL	51,060.99	00000005 95	12,149.00	0100	0000000	0000	7100	5800002	063		

907

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
004732 - LEAL & TREJO APC	14165453	51,060.99	JUNE BILL	51,060.99	00000005 95	10,649.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14165453	51,060.99	JUNE BILL	51,060.99	00000005 95	12,015.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14165453	51,060.99	JUNE BILL	51,060.99	00000005 95	8,042.00	0100	0000000	0000	7200	5800200	062		
01641A - XEROX CORPORATION	14165454	12,673.12	JULY&AU GUST	12,673.12	00000006 16	12,673.12	0100	0000000	0000	7200	5600001	073		
CN280 - CAROLINA FERNANDEZ	14165455	72.44	REIMBUR SEMENT	72.44		72.44	0100	0000000	1110	1000	4300001	012		

Business Unit Total: \$83,275.32

907



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
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570561	1,141.81	00000005 08	176.65	0100	0000000	1110	1000	4300001	024		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570561	1,141.81	00000005 08	452.98	0100	0000000	1110	1000	4300011	024		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	2.67	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	5.66	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	6.04	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	8.37	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	10.83	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	12.06	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	13.27	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	14.40	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	15.48	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	16.55	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	17.17	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	18.14	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	28.25	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	37.15	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	37.79	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	39.72	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	45.88	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	47.65	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	49.11	0100	0000000	1110	1000	4300010	022		

906

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	50.07	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	74.73	0100	0000000	1110	1000	4300010	022		
001755 - WILLIAM V. MAC GILL & CO.	14164852	1,906.27	IN0570592	764.46	00000005 21	213.47	0100	0000000	1110	1000	4300010	022		
001958 - LLOYD PEST CONTROL CO.	14164853	902.00	2024189& 2042833& 2069857	902.00	00000003 28	902.00	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	1,302.99	00000005 55	34.46	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	1,302.99	00000005 55	40.94	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	1,302.99	00000005 55	42.56	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	1,302.99	00000005 55	114.85	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	1,302.99	00000005 55	375.47	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	1,302.99	00000005 55	694.71	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	972.09	00000005 91	37.70	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	972.09	00000005 91	40.94	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	972.09	00000005 91	96.14	0100	8150000	0000	8100	5600005	070		
003573 - R&L PERFORMANCE AUTO SERVICE	14164854	2,275.08	OIL CHANGE	972.09	00000005 91	797.31	0100	8150000	0000	8100	5600005	070		
003622 - FASTENAL COMPANY	14164855	49.31	CACHU47 038	49.31	00000002 47	49.31	0100	8150000	0000	8100	4300007	070		
004071 - DOMTAR PAPER CO. LLC	14164856	5,702.40	1265275	5,702.40	00000005 46	5,702.40	0100	0000000			9320000			
004643 - DIALCOM SYSTEMS GROUP, INC	14164857	190.00	5485	190.00	00000004 88	190.00	0100	8150000	0000	8100	5600005	070		

906

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Gaal	Funct	Object	Site	OP Unit	PY
004678 - AMAZON.COM, INC.	14164858	2,304.04	23150822 8720	17.49	00000003 72	17.49	0100	0000000	0000	7100	4300015	064		
004678 - AMAZON.COM, INC.	14164858	2,304.04	12609794 9267- 10399587 6825	62.40	00000004 36	17.09	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14164858	2,304.04	12609794 9267- 10399587 6825	62.40	00000004 36	45.31	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14164858	2,304.04	21162213 7208	32.40	00000004 81	32.40	0100	0000000	0000	7100	4300011	064		
004678 - AMAZON.COM, INC.	14164858	2,304.04	06178441 5025- 06178087 3979	1,466.80	00000005 13	711.80	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14164858	2,304.04	06178441 5025- 06178087 3979	1,466.80	00000005 13	755.00	0100	6500000	5770	1190	4300001	054		
004678 - AMAZON.COM, INC.	14164858	2,304.04	28927899 6200	699.00	00000005 01	699.00	0100	0000000	1110	1000	4300011	024		
004678 - AMAZON.COM, INC.	14164858	2,304.04	16866994 1265- 16866569 2188	25.95	00000004 99	25.95	0100	0000000	1110	1000	4300001	024		

Business Unit Total: \$15,374.91

906

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
000801 - GRAINGER	14164016	823.51	GRAINGER	823.51	00000002	823.51	0100	8150000	0000	8100	4300007	070		
001102 - ORIENTAL TRADING COMPANY, INC.	14164017	360.30	67940713	360.30	00000005	18.53	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14164017	360.30	67940713	360.30	00000005	85.44	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14164017	360.30	67940713	360.30	00000005	85.44	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14164017	360.30	67940713	360.30	00000005	85.44	0100	0000000	1110	1000	4300001	016		
001102 - ORIENTAL TRADING COMPANY, INC.	14164017	360.30	67940713	360.30	00000005	85.45	0100	0000000	1110	1000	4300001	016		
002453 - LAURA ENGLISH	14164018	71.69	REIMBUR	71.69		71.69	0100	0300477	1110	1000	4300001	016		
002580 - COOLE SCHOOL	14164019	1,732.50	162723	1,732.50	00000003	1,732.50	0100	0000000	1110	1000	4300001	012		
002711 - ROCHESTER 100 INC.	14164020	900.00	P25341	900.00	00000004	900.00	0100	0000000	1110	1000	4300001	025		
002770 - FLEETWASH INC.	14164021	425.52	857121 & 845269	425.52	00000005	425.52	0100	0982000	0000	3600	5600005	074		
002874 - ACSA	14164022	4,100.23	035390	1,645.83	00000005	375.00	0100	0000000	0000	7200	5300000	071		
002874 - ACSA	14164022	4,100.23	035390	1,645.83	00000005	1,270.83	0100	0000000	0000	7200	5300000	071		
002874 - ACSA	14164022	4,100.23	035391	2,454.40	00000005	2,454.40	0100	0000000	0000	7100	5300000	064		
004779 - JULIO FONSECA	14164023	50.96	REIMBUR	50.96		50.96	0100	0000000	0000	7100	5200003	064		

Business Unit Total: \$37,497.16

905

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

**03300: San Ysidro 2016-09-21**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000012 - ANA BUSH	14164009	17.25	SCHL2SC HL MILES	17.25		17.25	1300	5310000	0000	3700	5200003	085		
000000099 - LORENA VEGA	14164010	68.69	MILEAGE	68.69		68.69	0100	0000000	0000	8100	5200002	061		
000000102 - MARTHA RODRIGUEZ	14164011	63.56	MILEAGE	63.56		63.56	0100	0000000	1110	3900	5200002	061		
000039 - DIXIELINE LUMBER CO	14164012	56.48	09-0065995	56.48	00000002 33	56.48	0100	8150000	0000	8100	4300007	070		
000073 - SOUTHLAND TECHNOLOGY, INC.	14164013	1,117.92	SI-68793	1,117.92	00000005 64	49.17	0100	0000000	0000	7700	5600005	067		
000073 - SOUTHLAND TECHNOLOGY, INC.	14164013	1,117.92	SI-68793	1,117.92	00000005 64	190.67	0100	0000000	0000	7700	5600005	067		
000073 - SOUTHLAND TECHNOLOGY, INC.	14164013	1,117.92	SI-68793	1,117.92	00000005 64	878.08	0100	0000000	0000	7700	5600005	067		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	882.36	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	1,020.87	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	1,021.90	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	1,062.94	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	1,072.17	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	1,633.39	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	1,711.37	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	2,462.08	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	7,639.59	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164014	26,469.45	51832109 16	26,469.45	00000005 03	7,962.78	0100	4203000	4760	1000	4300001	061		
000146 - LAKESHORE	14164015	1,239.10	RSD	1,239.10	00000002 34	1,239.10	0100	8150000	0000	8100	4300007	070		

905

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
LEARNING INC.														
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	16,475.05	0100	00000001	1110	1000	58000006	061		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	16,560.80	0100	00000001	1110	1000	58000006	061		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	28,100.04	0100	00000001	1110	1000	58000006	061		
004218 - ALICIA MARISCAL	14163357	650.00	TR- HHP07051 6-73	650.00	00000005 93	650.00	0100	81500000	0000	8100	56000005	070		
004578 - STAFF REHAB	14163358	4,200.00	11327 & 11342	4,200.00	00000005 90	4,200.00	0100	65000000	5770	1190	58000010	054		
004678 - AMAZON.COM, INC.	14163359	1,677.00	09446062 3066	1,677.00	00000004 15	1,677.00	1300	53100000	0000	3700	43000026	085		
004747 - PRINCIPAL'S EXCHANGE	14163360	18,500.00	1124	18,500.00	00000003 83	18,500.00	0100	30100000	1110	1000	58000010	061		

Business Unit Total: \$146,011.97

9004

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-20

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000095 - FOOD 4 THOUGHT, LLC	14163351	1,637.50	35757	1,637.50	00000005 69	1,637.50	1300	5370000	0000	3700	4700001	085		
000258 - PARADIGM HEALTHCARE SERVICES	14163352	2,285.46	31177	2,285.46	00000003 95	2,285.46	0100	5640000	0000	3140	5800010	052		
000778 - SAFEWAY INC. -VONS DIVISION	14163353	199.29	430300-082316-2115	199.29	00000002 58	199.29	1300	5310000	0000	3700	4700001	085		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	5.19	0100	3315000	5730	1110	4300001	076		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	15.01	0100	3315000	5730	1110	4300001	076		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	15.03	0100	3315000	5730	1110	4300001	076		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	16.62	0100	3315000	5730	1110	4300001	076		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	49.48	0100	3315000	5730	1110	4300001	076		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	49.93	0100	3315000	5730	1110	4300001	076		
001775 - STAPLES, INC.	14163354	319.66	16352145 91&16352 14371	319.66	00000004 30	168.40	0100	3315000	5730	1110	4300001	076		
001958 - LLOYD PEST CONTROL CO.	14163355	128.00	2069515	128.00	00000002 53	128.00	1300	5310000	0000	3700	5600005	085		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	2,800.00	0100	0000001	1110	1000	5800006	061		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	10,948.00	0100	0000001	1110	1000	5800006	061		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	12,281.33	0100	0000001	1110	1000	5800006	061		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	12,838.43	0100	0000001	1110	1000	5800006	061		
002386 - RENAISSANCE LEARNING INC.	14163356	116,415.06	RENEWAL S	116,415.06	00000005 22	16,411.41	0100	0000001	1110	1000	5800006	061		

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PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-19

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000070 - SITEONE LANDSCAPE SUPPLY	14162721	122.12	77475059	122.12	00000003 13	122.12	0100	00000000	0000	8200	4300014	069		
000000094 - ADVANCED BIONICS LLC	14162722	100.00	924567	100.00	00000004 95	100.00	0100	65000000	5770	1190	4300001	054		
000136 - WAXIE SANITARY SUPPLY	14162723	79.16	76197388	79.16	00000004 87	79.16	0100	03000070	0000	8200	4300014	069		
000379 - HAWTHORNE MACHINERY	14162724	929.42	SS100103 647	929.42	00000005 07	929.42	0100	09820000	0000	3600	5600005	074		
000654 - LOS ANGELES COUNTY OFFICE	14162725	114.40	52420	114.40	00000003 64	114.40	0100	00000000	0000	2100	4300011	061		
001023 - WIRELESS PRO'S	14162726	42.12	109	42.12	00000002 88	42.12	0100	81500000	0000	8100	4300007	070		
001775 - STAPLES, INC.	14162727	601.02	16755480 01	601.02	00000004 54	601.02	0100	42030000	4760	1000	4300001	061		
002578 - CLARK SECURITY PRODUCTS	14162728	68.40	18K- 211785	68.40	00000002 69	68.40	0100	81500000	0000	8100	4300007	070		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14162729	44.55	099- 007603	44.55	00000005 84	44.55	0100	65000000	5770	1190	4300001	054		
003529 - WESTERN GRAPHIX	14162730	243.78	47490	243.78	00000005 04	243.78	0100	09820000	0000	3600	4300060	074		
004231 - PRO POWER	14162731	195.37	121874	195.37	00000002 64	195.37	0100	00000000	0000	8200	4300014	069		

Business Unit Total: \$2,540.34

903

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

**03300: San Ysidro 2016-09-16**

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	14162047	5,345.30	76196397	2,457.44	00000004 80	26.65	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	27.88	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	205.27	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	207.26	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	229.14	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	291.69	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	302.15	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	351.69	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	76196397	2,457.44	00000004 80	815.71	1200	6105000	8500	8200	4300020	076		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	6.12	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	8.01	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	9.40	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	26.86	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	29.49	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	44.09	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	51.06	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	59.29	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	62.04	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	78.14	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	82.10	0100	0000000	0000	8200	4300020	018		

902

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
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	176.29	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	242.11	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	310.22	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	378.49	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	592.85	0100	0000000	0000	8200	4300020	018		
000136 - WAXIE SANITARY SUPPLY	14162047	5,345.30	PO#426	2,887.86	00000004 26	731.30	0100	0000000	0000	8200	4300020	018		
000801 - GRAINGER	14162048	320.30	GRAINGER	320.30	00000002 31	320.30	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	3.14	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	3.37	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	5.82	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	6.27	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	6.71	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	7.63	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	9.43	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	10.29	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	12.13	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	12.34	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	12.78	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	14.37	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	15.62	0100	0000000	0000	7200	4300011	071		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#470	1,057.84	00000004 70	15.73	0100	0000000	0000	7200	4300011	071		

902

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	14162049	2,330.96	PO#470	1,057.84	00000004 70	15.95	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	18.51	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	21.30	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	23.59	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	25.61	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	26.95	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	28.08	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	30.24	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	30.85	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	37.06	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	40.44	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	55.06	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	60.62	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	67.40	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	67.41	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	67.42	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	86.46	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	101.35	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#470	1,057.84	00000004 70	117.91	0100	00000000	0000	7200	4300011	071		
000809 - OFFICE DEPT	14162049	2,330.96	PO#477	714.99	00000004 77	6.46	0100	00000000	0000	2100	4300011	061		
000809 - OFFICE DEPT	14162049	2,330.96	PO#477	714.99	00000004 77	7.74	0100	00000000	0000	2100	4300011	061		

902

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 DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	8.49	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	15.13	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	15.69	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	15.70	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	15.79	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	17.54	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	18.47	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	18.47	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	23.01	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	23.09	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	25.85	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	27.71	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	32.49	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	42.11	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	51.72	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	53.40	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	70.76	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	PO#477	714.99	00000004 77	225.37	0100	0000000	0000	2100	4300011	061		
000809 - OFFICE DEPOT	14162049	2,330.96	86152142 1001	558.13	00000004 86	30.98	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14162049	2,330.96	86152142 1001	558.13	00000004 86	182.34	0100	0000000	1110	1000	4300011	024		
000809 - OFFICE DEPOT	14162049	2,330.96	86152142 1001	558.13	00000004 86	344.81	0100	0000000	1110	1000	4300011	024		

902

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
001161 - HOME DEPOT	14162050	1,534.16	HD#89	732.03	0000000270	732.03	0100	0000000	0000	8200	4300014	069		
001161 - HOME DEPOT	14162050	1,534.16	HD MAINTEN ANCE	802.13	0000000214	802.13	0100	8150000	0000	8100	4300007	070		
001502 - CALIFORNIA DEPT. OF JUSTICE	14162051	767.00	185215	767.00	0000000337	767.00	0100	0000000	0000	7200	5800010	062		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	41.36	0100	6500000	5770	1190	4300001	054		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	43.01	0100	6500000	5770	1190	4300001	054		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	44.06	0100	6500000	5770	1190	4300001	054		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	49.57	0100	6500000	5770	1190	4300001	054		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	57.90	0100	6500000	5770	1190	4300001	054		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	87.12	0100	6500000	5770	1190	4300001	054		
002326 - THERAPRO, INC.	14162052	412.34	IN457707	412.34	0000000485	89.32	0100	6500000	5770	1190	4300001	054		
004084 - RUSSELL SIGLER, INC	14162053	59.01	SND16012701	59.01	0000000240	59.01	0100	8150000	0000	8100	4300007	070		
004571 - DOMTAR PAPER CO. LLC	14162054	5,702.40	1261496	5,702.40	0000000534	5,702.40	0100	0000000			9320000			
004831 - ELLA SOUTH BAY MAGAZINE INC.	14162055	2,600.00	SEPTEMBER	2,600.00	0000000360	2,600.00	0100	0000001	0000	7200	5800007	064		
004858 - FLYERS ENERGY	14162056	3,077.85	FLYERS	3,077.85	0000000287	3,077.85	0100	0982000	0000	3600	4300022	074		

Business Unit Total: \$22,149.32

902

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000762 - SOUTH BAY FENCE, INC.	14161384	995.00	716-33	995.00	0000000338	995.00	0100	8150000	0000	8100	56000005	070		
001958 - LLOYD PEST CONTROL CO.	14161385	96.00	2069840	64.00	0000000253	64.00	1300	5310000	0000	3700	56000005	085		
001958 - LLOYD PEST CONTROL CO.	14161385	96.00	2069817	32.00	0000000253	32.00	1300	5310000	0000	3700	56000005	085		
002419 - CINTAS CORPORATION NO. 3	14161386	1,116.97	694251461	1,116.97	0000000456	1,116.97	1300	5310000	0000	3700	56000005	085		
003147 - CALIFORNIA DEPARTMENT OF	14161387	845.00	17 SF-55589	845.00	0000000491	845.00	1300	5310000	0000	3700	47000001	085		
004464 - EDUCATION MANAGEMENT	14161388	5,990.00	27917	5,990.00	0000000416	5,990.00	1300	5310000	0000	3700	56000005	085		
004801 - EAST L.A. CLASSIC THEATRE	14161389	35,000.00	1062	35,000.00	0000000559	35,000.00	0100	00000001	1110	1000	58000010	061		

Business Unit Total: \$44,042.97

901

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-09-14

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000010 - SELECTA INTERNATIONAL	14160819	285.45	053933	285.45	00000002 30	285.45	1300	5310000	0000	3700	4700001	085		
000069 - CITY TREASURER	14160820	31,005.49	AUGUST BILL	31,005.49	00000001 96	31,005.49	0100	0000000	0000	8200	5500004	069		
000717 - HOLLANDIA DAIRY INC.	14160821	9,651.26	1818183	9,651.26	00000002 99	9,651.26	1300	5310000	0000	3700	4700001	085		
004388 - AMERICAN PRODUCE DISTRIBUTORS	14160822	11,527.82	16082603 8	11,527.82	00000002 35	11,527.82	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14160823	2,595.82	47216242 06	2,595.82	00000003 23	2,595.82	1300	5310000	0000	3700	4700001	085		

Business Unit Total: \$55,065.84

900

APX2030  
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
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#00000 00425	3,634.18	00000004 25	648.18	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#00000 00425	3,634.18	00000004 25	1,006.63	0100	0000000	0000	8200	4300020	012		
00067A - SAN DIEGO GAS & ELECTRICT	14160324	54,804.10	AUGUST 2016	54,804.10	00000001 98	54,804.10	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14160324	54,804.10	AUGUST 2016	54,804.10	00000001 98	0.00	0100	0000000	0000	8200	5500002	069		
001438 - REPUBLIC SERVICES	14160325	11,881.21	JUNE SERVICE S	11,881.21		11,881.21	0100	0000000			9510000			
001678 - ANITA GILLCHREST	14160326	73.49	MILEAGE	73.49		73.49	0100	6500000	5001	3140	5200002	052		
002032 - ASELTINE SCHOOL	14160327	10,102.56	JULY 2016	10,102.56	00000004 51	10,102.56	0100	6500000	5750	1180	5800009	054		

Business Unit Total: \$103,106.09

299

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-13

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	14160321	22,599.75	1932-1948-1959	22,599.75	0000000409	22,599.75	0100	6500000	5001	3900	5800010	052		
000000098 - MARY TUCKER	14160322	10.80	TUCKER	10.80		10.80	0100	0000000	1110	3160	5200002	057		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	9.85	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	12.11	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	32.74	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	34.65	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	44.22	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	55.72	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	58.30	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	63.68	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	79.82	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	83.50	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	101.89	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	162.64	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	162.64	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	174.09	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	193.04	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	204.80	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	228.77	0100	0000000	0000	8200	4300020	012		
000136 - WAXIE SANITARY SUPPLY	14160323	3,634.18	PO#000000425	3,634.18	0000000425	276.91	0100	0000000	0000	8200	4300020	012		

299

Peoplesoft Accounts Payable  
 AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-09-12

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000530 - NATIONAL SCHOOL DISTRICT	14159820	400.00	23111	400.00	00000004 67	400.00	0100	0982000	0000	3600	56000005	074		

Business Unit Total: \$400.00

298

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.	14159201	20,383.66	JULY SERVICE S	20,383.66	00000003 89	20,383.66	0100	00000000	0000	7200	58000010	064		

Business Unit Total: \$102,658.17

8077

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
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	1,121.75	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	1,701.40	0100	0000000	0000	8200	4300020	025		
000370 - DUNN- EDWARDS CORP.	14159189	949.23	DUNNED	949.23	00000002 71	949.23	0100	8150000	0000	8100	4300007	070		
000379 - HAWTHORNE MACHINERY	14159190	346.25	PS0000779 856	346.25	00000003 27	346.25	0100	0982000	0000	3600	4300060	074		
000548 - NEXT DAY PRINTED TEES	14159191	2,211.98	73673 & 73672	2,211.98	00000004 76	986.06	0100	0000000	1110	1000	4300019	020		
000548 - NEXT DAY PRINTED TEES	14159191	2,211.98	73673 & 73672	2,211.98	00000004 76	1,225.92	0100	0000000	1110	1000	4300019	020		
000553 - SPRINT	14159192	4,411.36	PHONE	4,411.36		4,411.36	0100	0000000	0000	8200	5900001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14159193	34,356.71	AUGUST 2016	34,356.71	00000001 98	34,010.09	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14159193	34,356.71	AUGUST 2016	34,356.71	00000001 98	346.62	0100	0000000	0000	8200	5500002	069		
000809 - OFFICE DEPOT	14159194	30.56	86133157 1001	30.56	00000005 09	15.28	0100	0000000	1110	1000	4300001	024		
000809 - OFFICE DEPOT	14159194	30.56	86133157 1001	30.56	00000005 09	15.28	0100	0000000	1110	1000	4300001	024		
001725 - SPINITAR/PRESENTA TION PRODUCTS	14159195	1,928.08	350736	1,928.08	00000004 23	1,928.08	0100	0000000	1110	1000	4300001	018		
002032 - ASELTINE SCHOOL	14159196	4,079.88	AUGUST 2016	4,079.88	00000004 51	4,079.88	0100	6500000	5750	1180	5800009	054		
002102 - A-Z BUS SALES, INC.	14159197	1,903.62	01P62034 2	1,903.62	00000002 26	571.09	0100	0982000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14159197	1,903.62	01P62034 2	1,903.62	00000002 26	1,332.53	0100	0982000	0000	3600	5600005	074		
002151 - RANCHO AUTO & TRUCK PARTS	14159198	333.32	7693- 271935	266.51	00000002 83	266.51	0100	0982000	0000	3600	4400000	074		
002151 - RANCHO AUTO & TRUCK PARTS	14159198	333.32	7693- 269959	66.81	00000002 29	66.81	0100	8150000	0000	8100	4300007	070		
000373 - R&L PERFORMANCE AUTO SERVICE	14159199	1,988.06	39026	1,988.06	00000004 96	1,988.06	0100	0982000	0000	3600	5600005	074		
004623 - DIALCOM SYSTEMS GROUP, INC	14159200	1,888.31	5423 & 5331	1,888.31	00000004 88	1,888.31	0100	8150000	0000	8100	5600005	070		

897

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-09

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000032 - CORODATA RECORDS MANAGEMENT, INC.	14159182	115.45	RS426202 3	115.45	00000003 08	115.45	0100	0000000	0000	7200	4300011	071		
000000061 - GRECIA AGUNDEZ	14159183	49.63	MILEAGE	49.63		49.63	0100	0000000	0000	3140	5200002	010		
000000091 - AVID CENTER	14159184	22,715.00	00012656	22,715.00	00000004 49	3,719.56	0100	6264000	1110	1000	5800010	061		
000000091 - AVID CENTER	14159184	22,715.00	00012656	22,715.00	00000004 49	4,399.05	0100	6264000	1110	1000	5800010	061		
000000091 - AVID CENTER	14159184	22,715.00	00012656	22,715.00	00000004 49	5,838.56	0100	6264000	1110	1000	5800010	061		
000000091 - AVID CENTER	14159184	22,715.00	00012656	22,715.00	00000004 49	8,757.83	0100	6264000	1110	1000	5800010	061		
000000101 - JANETTE RIDGELS	14159185	28.18	MILEAGE	28.18		28.18	0100	6500000	5001	3900	5200002	054		
000000103 - GEORGE LEYVA	14159186	31.39	MILEAGE	31.39		31.39	0100	0000000	0000	7700	5200002	067		
000039 - DIXIELINE LUMBER CO	14159187	310.96	09- 0064778 & 09- 0065014	310.96	00000002 33	310.96	0100	8150000	0000	8100	4300007	070		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	25.64	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	31.86	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	56.51	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	64.59	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	81.06	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	89.68	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	98.33	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	143.35	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	570.26	0100	0000000	0000	8200	4300020	025		
000136 - WAXIE SANITARY SUPPLY	14159188	4,596.54	PO#00000 00363	4,596.54	00000003 63	612.11	0100	0000000	0000	8200	4300020	025		

897

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-08

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	14158655	1,421.19	76187229	1,421.19	00000004 79	20.52	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14158655	1,421.19	76187229	1,421.19	00000004 79	151.06	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14158655	1,421.19	76187229	1,421.19	00000004 79	152.44	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14158655	1,421.19	76187229	1,421.19	00000004 79	234.90	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14158655	1,421.19	76187229	1,421.19	00000004 79	391.72	0100	0300070	0000	8200	4300020	069		
000136 - WAXIE SANITARY SUPPLY	14158655	1,421.19	76187229	1,421.19	00000004 79	470.55	0100	0300070	0000	8200	4300020	069		
000801 - GRAINGER	14158656	880.35	GRAINGE R	880.35	00000002 31	880.35	0100	8150000	0000	8100	4300007	070		
002776 - CPI	14158657	2,670.00	CUSI0085 433	2,670.00	00000004 83	2,670.00	0100	6500000	5770	1110	5200003	054		
003143 - THE HOME DEPOT SUPPLY	14158658	1,561.55	91478297 51 & 91483029 57	1,561.55	00000002 32	1,561.55	0100	8150000	0000	8100	4300007	070		
003909 - TEAMTALK NETWORK	14158659	298.36	049261	298.36	00000004 82	298.36	0100	0982000	0000	3600	5600005	074		

Business Unit Total: \$6,831.45

896

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
003888 - STANLEY CONVERGENT SECURITY	14158178	1,942.60	13746319 & 13740657	1,942.60	00000004 65	984.20	0100	8150000	0000	8100	5600005	070		
004323 - MCGREGOR AND ASSOCIATED	14158179	418.20	SY1609	418.20	00000003 07	418.20	0100	0300100	0000	7200	5600005	071		
004571 - DOMTAR PAPER CO. LLC	14158180	5,702.40	1256947	5,702.40	00000004 37	5,702.40	0100	0000000			9320000			
004823 - CABLE, PIPE & LEAK DETECTION,	14158181	270.00	31285-972262	270.00	00000005 28	270.00	0100	8150000	0000	8100	5600005	070		
004833 - SPARKLETTS	14158182	80.10	15231732 082516	80.10	00000002 03	80.10	0100	0000000	0000	7200	5600005	071		

Business Unit Total: \$23,685.24

2915

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
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#00000 00440	6,204.65	00000004 40	1,534.58	0100	00000000	0000	8200	43000020	020		
000279 - COURTNEY TIRE SERVICE	14158170	472.44	11368	472.44	00000002 22	472.44	0100	81500000	0000	8100	56000005	070		
000762 - SOUTH BAY FENCE, INC.	14158171	12.96	70270	12.96	00000002 41	12.96	0100	81500000	0000	8100	43000007	070		
000809 - OFFICE DEPOT	14158172	5,616.00	85832307 9001	5,616.00	00000004 22	5,616.00	0100	00000000			93200000			
001178 - SAN DIEGO COUNTY	14158173	1,123.20	099- 007509	1,123.20	00000005 12	183.60	0100	00000000	0000	7550	43000050	073		
001178 - SAN DIEGO COUNTY	14158173	1,123.20	099- 007509	1,123.20	00000005 12	388.80	0100	00000000	0000	7550	43000050	073		
001178 - SAN DIEGO COUNTY	14158173	1,123.20	099- 007509	1,123.20	00000005 12	550.80	0100	00000000	0000	7550	43000050	073		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	2.12	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	2.26	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	2.50	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	4.24	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	5.41	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	8.43	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	11.43	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	12.75	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	13.54	0100	33150000	5730	1110	43000001	076		
001487 - DISCOUNT SCHOOL SUPPLY	14158174	79.42	D2316825 0002	79.42	00000004 75	16.74	0100	33150000	5730	1110	43000001	076		
001510 - EWING IRRIGATION	14158175	911.01	2107445 & 2107444	911.01	00000002 62	911.01	0100	00000000	0000	8200	43000014	069		
001700 - SAN DIEGO ELECTRIC	14158176	412.99	65301	412.99	00000002 48	412.99	0100	81500000	0000	8100	43000007	070		
002509 - GCR TIRES & SERVICE	14158177	364.81	832-40591	364.81	00000005 18	364.81	0100	09820000	0000	3600	56000005	074		
003800 - STANLEY CONCRETE SECURITY	14158178	1,942.60	13746319 & 13740657	1,942.60	00000004 65	958.40	0100	81500000	0000	8100	56000005	070		

895

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-09-07

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000043 - PRUDENTIAL OVERALL	14158168	74.46	30598566-30596504-30604782	74.46	0000000417	74.46	0100	8150000	0000	8100	4300007	070		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	9.84	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	12.10	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	19.34	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	19.95	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	35.37	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	36.51	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	43.75	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	58.24	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	75.76	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	117.31	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	127.25	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	159.69	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	206.85	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	241.03	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	245.52	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	468.93	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	748.91	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	837.90	0100	0000000	0000	8200	4300020	020		
000136 - WAXIE SANITARY SUPPLY	14158169	6,204.65	PO#0000004040	6,204.65	0000000440	1,205.82	0100	0000000	0000	8200	4300020	020		

295

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-09-06

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003888 - STANLEY CONVERGENT SECURITY	14157678	58,278.24	13444401	357.36	00000000 96	357.36	0100	8150000	0000	8100	5600005	070		
003888 - STANLEY CONVERGENT SECURITY	14157678	58,278.24	13605594	57,920.88	00000004 63	57,920.88	0100	8150000	0000	8100	5600005	070		
004774 - THINK TOGETHER	14157679	93,665.82	118-16/17-1	93,665.82	00000004 64	93,665.82	0100	9065005	1110	1000	5800000	061		
004830 - THE TITAN GROUP, PROFESSIONAL	14157680	9,955.00	16087	9,955.00	00000004 44	9,955.00	0100	0000000	0000	7200	5800010	062		

Business Unit Total: \$161,899.06

894

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

**03300: San Ysidro** **2016-09-02**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unif	PY
000000068 - P.I.P.S.	14157206	57,539.75	188372	57,539.75	00000004 71	57,539.75	0100	00000000			9910360			
001161 - HOME DEPOT	14157207	76.35	HOME DEPOT	76.35	00000002 14	76.35	0100	81500000	0000	8100	4300007	070		
001278 - JOHNSON CONTROLS	14157208	2,852.00	1-36606000 303	2,852.00	00000002 75	2,852.00	0100	81500000	0000	8100	5600005	070		

Business Unit Total: \$60,468.10

893

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-09-01

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14156811	106.92	REIMBUR SEMENT	106.92		106.92	0100	00000000	0000	7200	53000000	071		
000000075 - FLOYD & HOWERTON PLUMBING, INC	14156812	785.00	19756	785.00	00000003 61	785.00	0100	81500000	0000	8100	56000005	070		
001023 - WIRELESS PRO'S	14156813	77.76	134	77.76	00000002 88	77.76	0100	81500000	0000	8100	43000007	070		
001438 - REPUBLIC SERVICES	14156814	11,836.21	AUGUST BILL	11,836.21	00000001 97	11,836.21	0100	00000000	0000	8200	55000005	069		
001947 - BELLAMA	14156815	104.09	22569	104.09	00000002 85	104.09	0100	81500000	0000	8100	43000007	070		
002578 - CLARK SECURITY PRODUCTS	14156816	233.73	18K- 207792 & 18K- 207791	233.73	00000002 69	233.73	0100	81500000	0000	8100	43000007	070		
002836 - WESTAIR GASES & EQUIPMENT INC	14156817	201.36	10359421 & 10348584	201.36	00000002 44	201.36	0100	81500000	0000	8100	43000007	070		
003524 - ACE COOLING & FREEZING	14156818	356.84	73423	356.84	00000004 66	356.84	0100	81500000	0000	8100	56000005	070		
003622 - FASTENAL COMPANY	14156819	46.03	CACHU46 849	46.03	00000002 47	46.03	0100	81500000	0000	8100	43000007	070		
004056 - OPTIMUM FLOORCARE	14156820	545.23	414233 & 414232	545.23	00000002 63	545.23	0100	00000000	0000	8200	43000020	069		
004231 - PRO POWER	14156821	222.17	121527 & 121528	222.17	00000002 64	222.17	0100	00000000	0000	8200	43000014	069		
004762 - WHOLESALE SCHOOLWEAR, INC.	14156822	8,064.00	10610	8,064.00	00000003 14	8,064.00	0100	30100005	1110	1000	43000001	061		
004847 - KELLI HAY	14156823	615.14	REIMBUR SEMENT	615.14		615.14	0100	00000001	0000	7200	52000003	061		
03146A - STOTZ EQUIPMENT	14156824	198.24	P28218	198.24	00000002 65	198.24	0100	00000000	0000	8200	43000014	069		

Business Unit Total: \$23,392.72

892

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

**03300: San Ysidro 2016-08-31**

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	14156396	3,271.61	REIMBUR SEMENT	3,271.61		3,271.61	0100	6500000	5770	1190	4300001	054		
000000072 - ALL AMERICAN EMPLOYEE AWARDS	14156397	2,225.84	20160721 14434845 54	2,225.84	00000003 16	370.98	0100	0000000	0000	7200	4300011	062		
000000072 - ALL AMERICAN EMPLOYEE AWARDS	14156397	2,225.84	20160721 14434845 54	2,225.84	00000003 16	1,854.86	0100	0000000	0000	7200	4300011	062		
000039 - DIXIELINE LUMBER CO	14156398	45.66	09-0063960 & 09-0063605	45.66	00000002 33	45.66	0100	8150000	0000	8100	4300007	070		
000067 - SAN DIEGO GAS & ELECTRIC	14156399	64,996.45	AUGUST BILL	64,996.45	00000001 99	64,838.88	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14156399	64,996.45	AUGUST BILL	64,996.45	00000001 99	157.57	0100	0000000	0000	8200	5500002	069		
000809 - OFFICE DEPOT	14156400	1,107.93	85943428 3001	513.95	00000002 55	513.95	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14156400	1,107.93	85957525 3001	593.98	00000004 47	593.98	0100	0000000	1110	1000	4300011	020		
001532 - UNISOURCE WORLDWIDE INC.	14156401	775.98	745-41956596	775.98	00000004 38	775.98	0100	0000000	0000	7550	4300050	073		
002578 - CLARK SECURITY PRODUCTS	14156402	894.02	18k-209212 209211 209543	894.02	00000002 69	894.02	0100	8150000	0000	8100	4300007	070		
002909 - AT&T	14156403	4,064.61	AUGUST BILL	4,064.61		4,064.61	0100	0000000	0000	8200	5900003	069		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14156404	392.44	A231614 & A231384	392.44	00000002 38	392.44	0100	8150000	0000	8100	4300007	070		
003524 - ACE COOLING & FREEZING	14156405	1,675.00	73116	1,675.00	00000003 20	1,675.00	1300	5310000	0000	3700	5600005	085		
004258 - SALLUM REVILLA ENTERPRISES LLC	14156406	647.57	86535	647.57	00000004 04	647.57	1300	5310000	0000	3700	4700002	085		
004603 - DIALCOM SYSTEMS GROUP, INC	14156407	13,980.00	5358	13,980.00	00000003 32	13,980.00	0100	8150000	0000	8100	5600005	070		

Budget Unit Total: \$94,077.11  
123.2  
84.45

8/31

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-08-30

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	14155936	5,327.07	2297585	5,327.07	00000002 28	5,327.07	1300	5310000	0000	3700	4700001	085		
000000010 - SELECTA INTERNATIONAL	14155937	160.89	055883	160.89	00000002 30	160.89	1300	5310000	0000	3700	4700001	085		
000000043 - LEABO FOODS DISTRIBUTION, INC.	14155938	25,313.18	401559B	25,313.18	00000002 59	25,313.18	1300	5310000	0000	3700	4700001	085		
000777 - HOLLANDIA DAIRY INC.	14155939	10,774.94	1808431	10,774.94	00000002 99	10,774.94	1300	5310000	0000	3700	4700001	085		
000809 - OFFICE DEPOT	14155940	108.12	19720834 53	108.12	00000002 55	108.12	1300	5310000	0000	3700	4300011	085		
00117A - UNITED STATES POSTAL SERVICE	14155941	1,144.83	BULK MAIL	1,144.83		1,144.83	0100	0000000	1110	1000	5710001	061		
002419 - CINTAS CORPORATION NO. 3	14155942	1,666.87	69424146 1	1,666.87	00000004 56	1,666.87	1300	5310000	0000	3700	5600005	085		
003147 - CALIFORNIA DEPARTMENT OF BAKER	14155943	48.28	16SF-D1356	48.28	00000004 57	48.28	1300	5310000	0000	3700	4700002	085		
003766 - MICHAEL BAKER INTERNATIONAL	14155944	2,235.47	948339	2,235.47	00000003 86	2,235.47	2110	9010000	0000	8100	5800010	025		
003909 - TEAMTALK NETWORK	14155945	596.72	048356&0 48815	596.72	00000004 82	596.72	0100	0982000	0000	3600	5600005	074		
004310 - ISITE SOFTWARE, LLC	14155946	990.00	2016878	990.00	00000004 55	990.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14155947	14,861.13	16081201 9	14,861.13	00000002 35	14,861.13	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14155948	1,897.74	47216228 07	1,897.74	00000003 23	1,897.74	1300	5310000	0000	3700	4700001	085		
004779 - JULIO FONSECA	14155949	52.44	REIMBUR SEMENT	52.44		52.44	0100	0000000	0000	7100	5200003	064		
004872 - 1 ONLINE TUTORING LLC	14155950	79.20	DECEMBE R BILL	79.20		79.20	0100	3010000			9510000			

Business Unit Total: \$65,256.88

290

PeopleSoft Accounts Payable  
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

**03300: San Ysidro** **2016-08-29**

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.	14155519	15,000.00	192389	15,000.00	00000004 78	15,000.00	0100	0000000	0000	7200	5450000	071		
000208 - SCHOOL HEALTH CORPORATION	14155520	1,131.31	3178031- 00	1,131.31	00000004 10	1,131.31	0100	0490000	0000	3140	4300010	052		

Business Unit Total: \$16,131.31

289

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 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 \$2,230.00 to help support and enrich our educational programs.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: ASL

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Donations  
\$2,230.00  
(Amount)

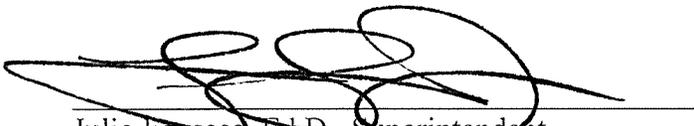
Cash/Checks Only  
Donations Account  
(Name of funding source and/or location)

(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:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

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

**BACKGROUND INFORMATION:**

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

The synopsis below reports that from July 1, 2016 to September 30, 2016, the District has received no written complaints pertaining to teacher mis-assignments, instructional materials deficiencies or facilities disrepair.

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

**RECOMMENDATION:**

Accept the Report of William's Complaints for the first quarter, July 1, 2016 to September 30, 2016 of the 2016-2017 school year for submission to the San Diego County Office of Education.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JASM  

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

Yes     No                       Yes     No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Danielle Clark, Director

**AGENDA ITEM:** AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR UNIVERSAL DESIGN FOR LEARNING

**BACKGROUND INFORMATION:**

Universal Design for Learning (UDL) is a set of principles for curriculum development that gives all individuals equal opportunities to learn. UDL provides a blueprint for creating instructional goals, methods, materials, and assessments that work for everyone, not a single individual or a one-size-fits-all solution but rather flexible approaches that can be customized and adjusted for individual needs. The goal of education in the 21st century is not simply the mastery of content knowledge or use of new technologies. It is the mastery of the learning process.

San Diego County Superintendent of Schools' Learning and Leadership Services Division is to design and deliver three professional development sessions (20 hours of consultation) that address the needs of diverse learners by introducing Universal Design for Learning and the connection of UDL to instruction and assessment.

**RECOMMENDATION:**

Approve/Ratify the agreement with San Diego County Superintendent of Schools for the Universal Design for Learning Professional Development at a cost not to exceed \$2,500.00 from supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: JASM

Financial Implications?

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

Requisition # from PeopleSoft:

Yes     No

Yes     No

\$2,500.00  
(Amount)

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

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SERVICE AGREEMENT BETWEEN  
SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
SAN YSIDRO SCHOOL DISTRICT**

This Agreement is made and entered into by the SanYsidro School District, hereinafter referred to as **DISTRICT**, and San Diego County Superintendent of Schools hereinafter referred to as **SDCSS**.

**I. PURPOSE & SCOPE**

The purpose of this agreement is to clearly identify the roles and responsibilities of each party as they relate to:

- Assist in identifying and planning for a system that address the needs of students with disabilities and students at-risk
- Collect information for the purpose of identifying specific contract work items to build said system

**II. DISTRICT RESPONSIBILITIES UNDER THIS AGREEMENT**

**DISTRICT** shall undertake the following activities:

- Attend planning meetings and site activities as appropriate
- Engage in work as co-collaborators in identifying needs and planning the development of a system that address the needs of students with disabilities and students at-risk
- Provide coordination with district and site staff as appropriate

**III. SDCSS RESPONSIBILITIES UNDER THIS AGREEMENT**

**SDCSS** agrees to undertake the following activities:

- 20 hours of consultation to assist in the identification and planning for a system that addresses the needs of students with disabilities and students at-risk (e.g. planning time, walking classrooms, etc.)

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

**1. Contract Terms and Conditions**

- A. The Term of Contract shall be for the 2016-2017 school year, beginning September 19, 2016 to June 30, 2017.
- B. **DISTRICT** agrees to pay **SDCSS** the amount due for services provided to **DISTRICT** under the terms of this Agreement, within 30 days of receipt of invoice.

i. Payment

1. The total contract due within 30 days of receipt of invoice.

C. The total Contract cost shall be \$2,500

D. Fees contracted shall include:

i. Consultation (20 hours) \$2,500

2. **Cancellation of Agreement**

A. This Agreement may be cancelled prior to **June 30, 2017**, upon mutual written agreement between **DISTRICT** and SDCSS. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SDCSS.

B. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.

C. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

GOVERNING LAW/VENUE SAN DIEGO

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

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

**SDCSS AND SAN YSIDRO SCHOOL DISTRICT**  
**CONTACT INFORMATION**

Dan Wolfson, Ed.D.  
Senior Director, District & School Improvement  
San Diego County Office of Education  
Learning & Leadership Services  
6401 Linda Vista Road, 321 North  
San Diego, CA 92111  
858-569-5451  
[dawolfson@sdcoe.net](mailto:dawolfson@sdcoe.net)

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

**V. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of **SDCSS** and **DISTRICT** authorized officials. It shall be in force from Sept 1, 2016 to June 30, 2017. **SDCSS** and **DISTRICT** indicate agreement to this agreement by their signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**San Diego County Superintendent of Schools      San Ysidro School District**

\_\_\_\_\_  
**Signature**

Lora L. Duzyk, Assistant Superintendent

\_\_\_\_\_  
Business Services

**Name/Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**District Administrator's Signature**

Arturo Macias-Sanchez, Deputy Supt.

\_\_\_\_\_  
Business Services

**Name/Title**

\_\_\_\_\_  
**Date**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

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

**BACKGROUND INFORMATION:**

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

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2016 to September 30, 2017 at an estimated cost of \$3,660.00 plus expenses and \$600.00 for the CADIE and SABRE Reports.

**RECOMMENDATION:**

Approve the Agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2016 through September 30, 2017 at an estimated cost of \$4,260.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *JASM*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Estimated Cost:

\$4,260.00

(Amount)

General Fund

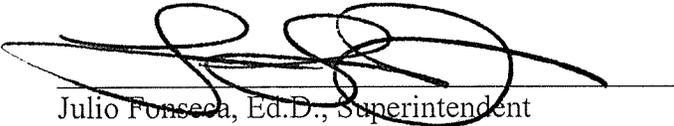
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of October 1, 2016.

**RECITALS**

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

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

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

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

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Fiscal Implications of School District Reorganization
    - iii. Associate Student Body
    - iv. Attendance Accounting
  - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

**SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**

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- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.

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

3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, upon receipt of a billing from Consultant
  - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

**SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**

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- 4. This Agreement shall be for the period of one year, beginning October 1, 2016, and terminating September 30, 2017. This Agreement may be terminated prior to September 30, 2017 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
  
- 5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

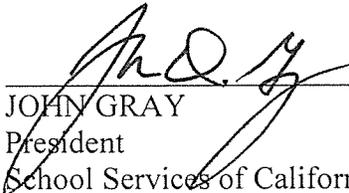
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title  
San Ysidro Elementary School District

BY:  \_\_\_\_\_  
 JOHN GRAY  
 President  
 School Services of California, Inc.

DATE: August 24, 2016

**ADDENDUM A  
TO SPECIAL SERVICES AGREEMENT**

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

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS and CBEDS data.

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

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

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

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

---

Please check the appropriate items below:

<input type="checkbox"/>	<b>CADIE Only</b>	<b>\$400</b>	<input checked="" type="checkbox"/>	Use the same districts as last year	<input type="checkbox"/>	Current year
<input type="checkbox"/>	<b>SABRE Only</b>	<b>\$250</b>	<input checked="" type="checkbox"/>	Use districts of similar type and size	<input type="checkbox"/>	Next year
<input checked="" type="checkbox"/>	<b>CADIE &amp; SABRE</b>	<b>\$600</b>	<input type="checkbox"/>	Call me to discuss comparative group		

\*Reports are a year behind as the data is released by the CDE.

\*\*Next year: SABRE will be released in December 2016, CADIE will be released in May 2017

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District Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address (no P.O. boxes please): \_\_\_\_\_

Telephone with extension: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** AGREEMENT WITH MRC SMART TECHNOLOGY SOLUTIONS  
FOR DUPLICATION EQUIPMENT

**BACKGROUND INFORMATION:**

During a routine review of duplicating equipment, it was determined that the existing duplicating equipment is long overdue to be replaced. The District would like to enter into an agreement with MRC Smart Technology Solutions, a Xerox Company to replace the copier in the Business Services office. MRC will lease the new equipment at a fixed monthly fee for a three year term.

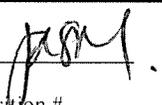
The cost implications are based on the following fixed rates which include consumable supplies for all prints for the term of the agreement (*supplies, service calls, analyst support, staples and automatic toner shipments*):

	<b>Equipment New Lease Cost Monthly Fee</b>	<b>Print Charges</b>
W7845PT (I-Series)	\$318.38	\$0.0050 (Black prints)
		\$0.0456 (Color prints)
Total Monthly:	<b>\$318.38</b>	<b>Vary</b>

**RECOMMENDATIONS:**

Approve/Ratify the three year agreement with MRC Smart Technology Solutions, a Xerox Company, for a duplication machine at an estimated monthly fee of \$318.38 plus print charges to be paid from the general fund.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

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

Requisition #

ESTIMATED  
**\$318.38**  
(Amount)

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

--  
(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 8th day of September, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

MRC Smart Technology Solutions (A Xerox Company)

Company/Consultant

(858) 573-6700

Telephone Number

5657 Copley Drive, San Diego, CA 92111

Address

mkhoja@mrc360.com

Email

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

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

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

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

#### 1.2 TERM

Initial Term:

From: September 9, 2016

To: September 9, 2019

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.

12B.7

Page 2 of 12

# 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

# 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

(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.

<b>CONSULTANT:</b>	<b>MRC Smart Technology Solutions</b>
Name:	Marya Khoja
Title:	Education Technology Advisor
Address:	5657 Copley Dr.
City/State/Zip Code:	San Diego, CA 92111
Telephone:	(619) 372-8324
Email:	mkhoja@mrc360.com

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

MRC Smart Technology Solutions  
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

09-08-16  
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

SCOPE OF SERVICES

	<b>Equipment New Lease Cost Monthly Fee</b>	<b>Overage Costs for All Prints</b>
W7845PT (I-Series)	\$318.38	\$0.0050 (Black prints)
		\$0.0456 (Color prints)
Total Monthly:	<b>\$318.38</b>	<b>Vary</b>

Consumable Supplies included for all prints and Pricing fixed for term (36 months).

Refer to attached Lease Agreement.//

# Lease Agreement



Customer: SAN YSIDRO SCHOOL DISTRICT

Bill To: SAN YSIDRO SCHOOL DISTRICT  
4350 OTAY MESA RD  
SAN YSIDRO, CA 92173-1685

Install: SAN YSIDRO SCHOOL DISTRICT  
4350 OTAY MESA RD  
SAN YSIDRO, CA 92173-1685

Tax ID#: .

State or Local Government Negotiated Contract : 072715400

## Solution

Item	Product Description	Agreement Information	Requested Install Date
1. W7845PT (W7845PT TANDEM)	- I-series-1 Line Fax - Professional Finishr - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	9/14/2016

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7845PT	\$318.38	1: BLACK	All Prints	\$0.0050	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: COLOR	All Prints	\$0.0456	
Total	\$318.38	Minimum Payments (Excluding Applicable Taxes)			

## Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: J ARTURO SANCHEZ-MACIAS      Phone: (619)428-4476</p> <p>Signature: _____      Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p style="text-align: center;"><b>MARYA KHOJA</b> <b>(858)573-6300</b></p> <p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p> <div style="text-align: right;"> </div>
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Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**PRICING PLAN/OFFERING SELECTED:**

**4. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**GENERAL TERMS & CONDITIONS:**

**5. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 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 - CAMP SURF

**BACKGROUND INFORMATION:**

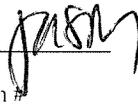
YMCA of San Diego County - Camp Surf, will provide after school programs with outdoor enrichment activities. Depending on the age level, students will experience rotational activities to learn about fun, safe and healthy outdoor activities, outdoor science, outdoor skills, teambuilding and community service. In addition, the participant's family will be invited to attend free weekend activities to further build upon the student's experience and the families experience as well.

**RECOMMENDATION:**

Approve the agreement with YMCA of San Diego County - Camp Surf for school year 2016-17 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

# 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 October, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

YMCA of San Diego, Camp Surf  
Company/Consultant

619-423-5850  
Telephone Number

560 Silver Strand Blvd, Imperial Beach, CA 91932  
Address

ncorrall@ymca.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: October 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.

# 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. All work to be performed shall be in accordance with the work described herein, subject to such direction and

## 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

(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.

12B.8

# 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.

<b>CONSULTANT:</b>	<b>YMCA Camp Surf</b>
Name:	Natalie Corral
Title:	Program Director
Address:	560 Silver Strand Blvd.
City/State/Zip Code:	Imperial Beach, CA 91932
Telephone:	(619) 423-5850
Email:	ncorral@ymca.org

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	J. Arturo Sanchez Macias	Omar Calleros
Title:	Deputy Superintendent	Coordinator, Full Day Community School
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@sbsd.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**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Phone Number

**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

Every two weeks a YMCA Camp Surf staff member will visit your schools after school site to provide outdoor enrichment. Depending on the age of the students classes may include a rotation of recreational activities, outdoor science, outdoor skills, teambuilding, and community service.

We also offer free weekend family events at YMCA Camp Surf that build on the student's afterschool experience, and provide a variety of outdoor opportunities of shared teaching and discovery for the entire family. Every month we will host at least one event. Some examples of events we've had in the past include: Surfing and Body Boarding, Archery and Rock Climbing, Kayaking, and even Beach Camping!

This program is 100% FREE and made possible by YMCA Camp Surf

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
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:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH  
SCRIPPS MERCY HOSPITAL CHULA VISTA WELL BEING CENTER

**BACKGROUND INFORMATION:**

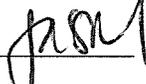
Scripps Mercy Hospital Chula Vista Well Being Center offers Parent, Education, Support and Empowerment (PESE) Workshops that are composed of four topics: Health, Learning, Family and Community. Each workshop is offered in English and Spanish to parents and guardians with children 0-5 years old. These workshops will help parents better prepare their young children for a healthier life. Parents that complete the four workshops will receive a certificate of completion.

**RECOMMENDATION:**

Approve the Agreement with Scripps Mercy Hospital Chula Vista Well Being Center for Parenting, Education, Support and Empowerment (PESE) Workshops 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)

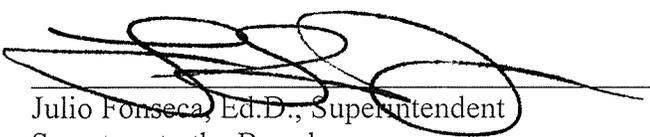
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**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 October, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Scripps Mercy Hospital Chula Vista Well Being Center  
Company/Consultant

(619) 862-6600  
Telephone Number

237 Church Avenue, Chula Vista, CA 91910  
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: October 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.

# 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 conditions as may be set forth in the Agreement.

# 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

(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 \_\_\_\_\_.

12B.9

Page 7 of 11

# 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.

<b>CONSULTANT:</b>	<b>Scripps Mercy Hospital Chula Vista Well Being Center</b>
Name:	Lorena Quiroz
Title:	Manager
Address:	237 Church Avenue
City/State/Zip Code:	Chula Vista, CA 91910
Telephone:	(619) 862-6600
Email:	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	J. Arturo Sanchez Macias	Omar Calleros
Title:	Deputy Superintendent	Coordinator, Full Service 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. 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

Scripps Mercy Hospital Chula Vista Well Being Center

Firm Name

Signature of Authorized Agent

Tom Gammieri, Chief Executive, Senior VP

Print Name, Title

Date:

Phone Number

### DISTRICT

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

10-13-16  
Board Approved

12B.9

**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

Program Name: Parent, Education, Support and Empowerment (PESE) Workshops

Provider Name: Scripps Mercy Hospital Chula Vista Well-Being Center

Services: The PESE workshops are composed of 4 topics: Health, Learning, Family and Community. Each workshop is offered in English and Spanish. Workshops are offered for parents and guardians with children 0-5 years old.

#### TOPICS:

##### 1. **Health/ Salud**

- Sleep/ Dormir
- Nutrition/ Nutrición
- Physical Activity/ Actividad Física
- Oral Health/ Salud Oral
- Safety/ Seguridad

##### 2. **Learning/Apredizaje (ASQ provided)**

- Child Development/ Desarrollo infantil
- Parents: A Child's First Teacher/ Los Padres: El Primer Maestro del Niño
- Monitor Your Child's Development/ Supervisar el Desarrollo de Su Hijo

##### 3. **Family/Familia**

- Support Systems/ Sistema de Apoyo
- Quality Family Time/Tiempo de Calidad
- Way to Deal with tantrums/Como manejar los berrinches
- Positive Parenting/Crianza Positiva
- Take Care of Yourself/ Cuidarse a si Mismo

##### 4. **Community/Comunidad**

- Community Activities/ Actividades en la Comunidad
- Community Resources Information/ Información de Recursos en la Comunidad
- Advocacy Strategies-Health, Educational, Community/ Estrategias de Abogacía-Salud, Educación, Comunidad

#### PESE Terms/Palabras

**Topic/Tema-** Health, Learning, Family, Community / Salud, Desarrollo, Familia, Comunidad

**Workshop/Taller-** 90 minute topic in English and Spanish / Tema 90 minutos en Inglés y Español

**ASQ3-**Behavior questionnaire / Cuestionario sobre el comportamiento

**ASQSE-Social and emotional questionnaire / Cuestionario social y emocional**

**PESE Calendar/Calendario-** Schedule of weekly workshops by age and topic/ Calendario de talleres semanales por edad y tema

**PESE Certificate/Certificado -** Once parents complete the four workshops, they will receive a Certification of Completion. Una vez que los padres completen los cuatro talleres, recibirán un Certificado.

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**Scripps Mercy Hospital Chula Vista Being Center**

Firm Name

**San Ysidro School District**

Firm Name

Signature of Authorized Agent

Signature

Tom Gammiere, Chief Executive, Senior VP  
Print Name, Title

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** 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.

**RECOMMENDATION:**

Approve 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 #

N/A

(Amount)

N/A

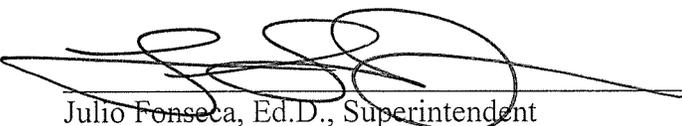
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



## 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 1<sup>st</sup> grade through to 4<sup>th</sup> or 5<sup>th</sup> 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**

The collaborative partner acknowledges that their staff may acquire information from a variety of sources concerning or belonging to SBCS during the term of this Memorandum that is confidential. Such confidential information includes but is not limited to all proprietary information on 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. The collaborative partner agrees to maintain the confidentiality of this information. The collaborative partner also agrees that s/he will not directly or indirectly use or disclose any such information during or after the term of this Memorandum by SBCS 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 the collaborative partner on this document and the attached Business Associate Contract (**Attachment A**) ensures that the collaborative partner shall be in full compliance with the applicable Health Insurance Portability and Accountability (HIPAA) regulations, Title 45 of the Code of Federal Regulations. The collaborative partner to SBCS, 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 the contract 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 the , 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 the SYSD 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 the Contract of final payment hereunder, and is in addition to any other rights or remedies that SBCS or District may have under the law or this contract.

## VI. Insurance

South Bay Community Services shall maintain Public Liability and Property Damage Insurance to protect them and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

### **Amount of Insurance:**

Commercial General Liability	\$1,000,000 per occurrence
Auto Liability for owned and non-owned vehicles	\$1,000,000 per occurrence
Umbrella Liability	\$4,000,000 per occurrence
Improper Sexual Contact	\$1,000,000 per occurrence

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. The 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: \_\_\_\_\_

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

\_\_\_\_\_  
Julio Fonesca, Ed. D., Superintendent

Date: \_\_\_\_\_

SYSD Board Approved: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 8, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH THINK TOGETHER, INC. FOR MIDDLE SCHOOL SPORTS PROGRAM

**BACKGROUND INFORMATION:**

The District would like to bring a sports program for students in grades 7<sup>th</sup> and 8<sup>th</sup>. THINK Together, Inc. will employ seasonal coaches to provide instruction to participants at three schools: Ocean View Hills, San Ysidro Middle and Willow Schools. Each school will offer three sports leagues in the fall, four in the winter, and three in the spring. Sports leagues may be gender-specific or co-ed depending upon the sport. Each coach will receive 45 hours of employment per season, three of which are designated for training and orientation.

Cost implications: THINK Together will be paid 15% of total personnel costs for staffing, supervision and payroll processing in an amount not to exceed \$27,348.00. This fee covers labor and administrative costs only. Any materials, supplies and equipment to deliver the selected activities will be paid by the District.

**RECOMMENDATION:**

Approve/Ratify the Memorandum of Understanding with THINK Together, Inc. to provide a Middle School Sports Program during 2016-17 at a cost not to exceed \$27,348.00 from supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

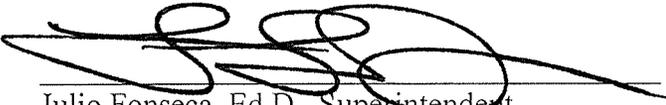
(Name of funding source and/or location)

(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**  
**Between**  
**San Ysidro School District**  
**And**  
**THINK Together, Inc.**

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**MIDDLE SCHOOL SPORTS PROGRAM SERVICES**

**PURPOSE**

The Memorandum of Understanding (MOU) that follows is a formal agreement between San Ysidro School District (SYSD) and THINK Together (THINK) to deliver sports program services to students in grades 7 and 8.

**SCOPE OF SERVICES**

THINK will employ seasonal coaches to provide instruction to participants at three schools within SYSD serving students in grades 7 and 8; Ocean View Hills, San Ysidro Middle and Willow. Each school will offer three sports leagues in the fall, four in the winter, and three in the spring. Sports leagues may be gender-specific or co-ed depending upon the sport. Each coach will receive 45 hours of employment per season, three of which is designated for training and orientation. THINK will be paid 15% of total personnel costs for staffing, supervision and payroll processing.

**PAYMENT**

SYSD will pay to THINK Together an annual fee not to exceed \$27,348 (TWENTY-SEVEN THOUSAND, THREE HUNDRED FORTY-EIGHT DOLLARS) to provide the scope of services described herein. This fee shall cover labor and administrative costs only. Any materials, supplies and equipment required to deliver the selected activities shall be paid for by SYSD. THINK will invoice monthly, in the amount of \$2,734.80 each month, from September, 2016, through June, 2017.

**TERM**

This MOU shall become effective immediately when signed by both parties and remain in effect until June 30, 2017.

**TERMINATION**

Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the SYSD makes a good faith, reasonable determination that THINK is in default of its obligations under this MOU, SYSD must provide THINK with a written request to cure the default. If the SYSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the SYSD shall have the right to immediately terminate this MOU upon written notification to THINK.

If at any time during the performance of this MOU the SYSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the SYSD shall have the right to terminate the performance of THINK's services hereunder by giving sixty (60) days written notification to THINK of its intention to terminate.

### **INDEMNIFICATION**

THINK shall indemnify, pay for the defense of, and hold harmless SYSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of THINK's negligent or willful acts and/or omissions in rendering any services hereunder. THINK shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning THINK or any employee of THINK and shall further indemnify, pay for the defense of, and hold harmless SYSD of and from any such payment or liability arising out of or in any manner connected with THINK's performance under this MOU.

The SYSD shall indemnify, pay for the defense of, and hold harmless THINK and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the SYSD's negligent or willful acts and/or omissions in relation to this MOU.

### **INSURANCE**

During the term of this MOU, THINK shall procure, pay for and keep in full force and effect the following types of insurance:

- Commercial General Liability Insurance, including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractor Liability; \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- Professional Errors and Omissions Liability: Insurance appropriate to the type of business/services/profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- Automobile Liability: Owned and non-owned automobile (vehicle) liability insurance \$1,000,000 each accident for bodily injury and property damage.
- Workers' Compensation (Employers Insurance): as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of \$1,000,000 per accident for death, bodily injury or disease.
- Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision.
- All insurance policies shall state the name of the insurance carrier and name SYSD as an additional insured with endorsements and waivers of subrogation where applicable.

The policies of insurance described above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates reflecting the coverage described above shall be provided to SYSD prior to the commencement of services under this MOU. THINK agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving SYSD thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, THINK agrees to immediately provide SYSD true and correct copies of all new or revised certificates of insurance.

### **SUBCONTRACT AND ASSIGNMENT**

Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

**INDEPENDENT CORPORATION STATUS**

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

**CALIFORNIA LAW AND VENUE**

This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California and the venue will be within San Diego County.

**AMENDMENT**

This MOU may be amended only by written instrument signed by duly authorized representatives of the SYSD and THINK.

**NOTICES**

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: THINK Together, Inc  
2101 E. Fourth St., Suite B-200  
Santa Ana, CA 92705

To: San Ysidro School District  
4350 Otay Mesa Boulevard  
San Ysidro, CA 92173

**SEVERABILITY**

The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, THINK Together, Inc and the San Ysidro School District have executed this Memorandum of Understanding as of the dates indicated below.

\_\_\_\_\_  
Arturo Sanchez Macias  
Deputy Superintendent, Business Services  
San Ysidro School District

\_\_\_\_\_  
Randy Barth  
CEO & Founder  
THINK Together, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH  
SAN DIEGO FOOD BANK FOR THE FOOD 4 KIDS PROGRAM TO  
INCLUDE SUNSET AND WILLOW SCHOOLS

**BACKGROUND INFORMATION:**

The San Ysidro School District is partnering with the San Diego Food Bank (SDFB) to bring free nutritious food to our students and their families through the Food 4 Kids Program. SDFB will deliver the food to participating school sites once or twice a month. The food will be stored at the school sites and distributed to students who are referred to the Food 4 Kids Program. Parent/guardian consent is required before students are able to participate. This is a great collaborative effort and a great support to students and their families in need.

The District is working diligently to have Food 4 Kids Program at all schools. On August 23, 2016, the Governing Board approved and authorized the District to enter into an agreement for all schools except Sunset and Willow because they were already participating in a similar program through Feeding America San Diego. The District has reconsidered and would like to include these schools in the Food 4 Kids Program allowing them to extend the food programs at these schools to eligible students.

**RECOMMENDATION:**

Authorize the Superintendent/designee to enter into agreement for Sunset and Willow Schools if/when approved by the San Diego Food Bank. These services are provided at no cost to the students, families and District.

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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

N/A  
(Amount)

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

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



### San Diego Food Bank

# FOOD 4 KIDS APPLICATION FORM

Yes, we would like to apply as a new school to participate in Food 4 Kids to receive food and backpacks to distribute to the chronically hungry students.

Yes, our school participated last year and we are interested in participating in Food 4 Kids for the school year of 20 16 - 20 17.

No, we wish to no longer participate.

Name of School: Sunset Elementary School		
Mailing Address: 3825 Sunset Lane		
City: San Ysidro	State: California	Zip: 92173
Principal Name: Efrain Burciaga	County: San Diego	
Principal's E-Mail Address: eburciaga@sysdschools.org		
Street Address (physical location): 3825 Sunset Lane		
City: San Ysidro	State: California	Zip: 92173
Phone Number: (619) 428-1148	Fax Number: (619) 428-0065	
Food 4 Kids School Coordinator: (not necessary for first time applicants to fill out until approved) Maria Castro		
School Coordinator's E-Mail Address: mcastro@sysd.k12.ca.us		
What is your average enrollment? 780 Students		
How many kids would you consider to be chronically hungry? 20% of our enrollment		
What percentage of your students are on the Free/Reduced Price Lunch Program? 88% of our enrollment		
<b>I CERTIFY THAT THIS INFORMATION IS TRUE AND COMPLETE</b>		
Signature of Principal:		Date:

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Human Resources  
Daniel Zummo, Director

**AGENDA ITEM:** AGREEMENT WITH CALIFORNIA STATE UNIVERSITY

**BACKGROUND INFORMATION:**

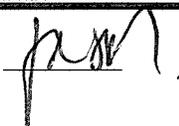
The District will enter into an agreement with California State University (CSU), Dominguez Hills College of Education to participate in a supervised fieldwork program to increase the pool of fully qualified educators available to our District. CSU specializes in specific areas of need including Multiple and Single Subject and Education Specialist through their internship program. This is a 3-year agreement with no cost implications to the District.

**RECOMMENDATION:**

Approve the agreement with California State University (CSU), Dominguez Hills College of Education for Supervised Fieldwork from July 1, 2016 to June 30, 2019 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)

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Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**

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



**Multiple and Single Subject and Education Specialist Intern Credential Programs  
Participating District Intern Agreement**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Dominguez Hills ("University")**

and **San Ysidro School District** ("School District").

In consideration of the mutual promises set forth below, the University and School District ("parties") agree as follows:

**1. Purpose:** The California Commission on Teacher Credentialing's *Standards of Quality and Effectiveness for Multiple, Single, and Education Specialist Credentials* stipulated conditions under which teacher credentialing institutions must abide to be accredited for recommending candidates for California teaching credentials.

(See CTC Coded Correspondence #1404 for recent changes to supervision and support requirements for interns: <http://www.ctc.ca.gov/notices/coded/2014/1404.pdf>.)

This agreement outlines relevant common standards, program standards, and preconditions, which must be met for intern program approval. It also contains quality-related criteria for University (CSU Dominguez Hills) candidates.

University Internship Programs are designed to be partnerships between institutions of higher education and public school districts to meet the growing need for qualified teachers. Both the districts and the institution must certify that interns do not displace certificated employees in participating districts.

It is further agreed that an intern's salary will not be reduced to pay for supervision. University stipulates that interns' services meet the instructional needs for the Multiple Subject, Single Subject, and Education Specialist teachers (including Bilingual Authorization) in the participating School District.

**2. University's Responsibilities:**

Provide supervision, administration, and implementation of all components of the program including filing for intern credentials with the California Commission on Teacher Credentialing (CCTC).

Provide a Preservice Preparation Program that meets current CCTC Standards for English Learner Preservice Preparation.

Provide support training and orientation to University Supervisors.

Choose and assign University Supervisors based on the following qualifications:

- Current knowledge in the content area in which they supervise.
- Understanding of the context of public schooling.
- Ability to model best professional practices in teaching and learning, scholarship and service.
- Knowledge about diverse abilities, as well as cultural, linguistic, ethnic, and gender diversity.
- In-depth understanding of the academic standards, frameworks, and accountability systems that drive the public school curriculum.

Ensure that University Supervisors will observe and evaluate interns at least three times during a semester, for two semesters, and allocate time with each intern after each visit to discuss the observation. The California Teacher Performance Expectations form the basis for these discussions and evaluations.

Direct University Supervisors to meet and consult with employer-provided on-site support providers as needed. Collect employer-provided support documentation.

Provide program advisement.

### **3. School District's Responsibilities:**

Assign a support provider to each intern, preferably on-site, and at the intern's grade level and in the intern's subject area. Provide orientations and training for on-site support providers.

Clearly define and facilitate the implementation of the terms of employment of the support provider, including compensation and evaluation of the support provider. Ensure that employers are responsible for providing adequate supervision for the hired intern. University and the School District together must provide a total of 189 hours annually of support for the intern (45 hours of which will be dedicated to ELL support). School-site based support will include content-specific coaching, and co-planning to address included special needs students and English Learners.

Ensure that at least one of the employer-provided mentor(s) meet the following minimum qualifications:

- Valid corresponding Clear or Life Credential.
- Three years of successful teaching experience.
- EL Authorization (if responsible for providing specified EL support).

Employer will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English language learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed. (This may be the primary support provider, providing he/she has an EL authorization.)

Facilitate intern attendance and participation in the prescribed course of study at University.

Provide opportunities for interns to attend and participate in district-sponsored workshops, staff development, new-teacher orientations, and grade level or department meetings related to curriculum, planning, instruction, and/or assessment.

Allocate sufficient resources for support of the intern, including the identification of protected time for the support provider to work with the intern within the school day, including clearly defined expectations for type and frequency of support.

Agree to allow the university supervisor to visit the intern in his/her classroom during the university's academic semesters.

Appoint a district level contact person to serve as a liaison to the Co-Chairs of the University (CSU Dominguez Hills) Division of Teacher Education for the purpose of coordinating and evaluating the program.

The district designee will assist the University Co-Chairs in obtaining a letter of support from the certificated employees' bargaining unit.

Provide access to district resources at a level comparable to other district teachers to allow the intern to perform successfully in his or her position.

Agree to place interns in teaching positions for which they are qualified, and to give them the full range of responsibilities of full-time teachers.

Verify each intern's readiness for advancement to intern teaching responsibilities.  
Appoint representatives to the University (CSU Dominguez Hills) Multiple and Single Subject and Education Specialist Intern Advisory Board, for on-going development and evaluation of the program.

The principal of the School District will serve as the district's evaluator of the intern, complete required documentation in a timely manner, and meet with the university supervisor as needed to monitor and assess the intern's progress. The principal and the University supervisor will review the documentation to determine candidate competence and jointly recommend/not recommend the intern for a teaching credential. If there is a lack of consensus between the supervisor and the principal, the documentation will be reviewed by the Co-Chairs of the Teacher Education Division and a District Level Administrator, at which time a decision will be made.

#### **4. General Provisions**

- A. This Agreement will become effective as of the date last written below and continue for a period of 3 years from 7/1/16 to 6/30/19 unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the School District terminates this Agreement, it will permit any student working at the School District at the time of termination to complete his/her work. At the termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The School District and the University agree to indemnify, defend and hold

harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The University either shall provide or shall ensure that each student secures and maintains professional liability coverage throughout the term of such student's participation in the program at District in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- E. The School District and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- F. The School District may dismiss a student if the student violates its standards, mission or goals. The School District will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- G. Students participating in a learning activity at the School District are not officers, employees, agents or volunteers of the University or the School District.
- H. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- I. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- J. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

**UNIVERSITY:**

Name: Garth Kwiecien, Director  
Procurement, Contracts, Logistical & Support Services  
1000 E. Victoria Street  
Carson, CA 90747  
  
Tel. Number: 310-243-3799

**SCHOOL DISTRICT:**

Name: Daniel Zummo  
Title: Director of Human Resources  
Address: 4350 Otay Mesa Road  
San Ysidro, CA 92173  
  
Tel. Number: 619-428-4476  
Email Address: daniel.zummo@sysd.k12.ca.us

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**CALIFORNIA STATE UNIVERSITY,  
DOMINGUEZ HILLS**

Signature: \_\_\_\_\_

Name: Deandrea Nelson

Title: Co-Chair, Division of Teacher Education

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: John Davis

Title: Dean, College of Education

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Garth Kwiecien, Director  
(or designee) Procurement  
and Contracts

Date: \_\_\_\_\_

SI: \_\_\_\_\_

**SCHOOL DISTRICT:**

San Ysidro School District

Signature: \_\_\_\_\_

Name: J. Arturo Sanchez Macias

Title: Deputy Superintendent

Date: 10-14-16

# SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
After School Educational Services (ASES)  
Alexis Rodriguez, Coordinator

**AGENDA ITEM:** AGREEMENTS WITH JUNIOR ACHIEVEMENT FOR BIZTOWN PROGRAM

**BACKGROUND INFORMATION:**

The McGrath Family Junior Achievement (JA) BizTown is a 10,000 sq. foot mini-city in which kids discover how the "real world" works. Each day, hundreds of students become JA BizTown "citizens," where they work in one of 21 businesses, make personal financial decisions as well as for their business, hold business meetings, pay taxes and donate to charity. This interactive, project-based program not only teaches students how to manage their own personal finances and the importance of becoming a successful professional within our community, but it also empowers them to take responsibility for their professional and educational futures.

After four weeks of curriculum and preparation in the classroom, where students learned how to be a citizen, how the economy works, how to apply for a job and run a successful business, students visit the McGrath Family JA BizTown facility for a 4.5 hour simulated work day experience. Each citizen had a job for the day, participated in business and town meetings, got paid twice, managed a checking account, purchased retail items to take home, got a health check-up, and much more.

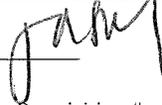
The 5<sup>th</sup> grade students from La Mirada and Sunset Schools participated in the JA BizTown Program on October 6th and 7th, 2016 at a rate of \$21.00 per student. If schools qualify for a scholarship, the estimated price would be reduced substantially.

School	Students	Date	Fees	Scholarship	District's Responsibility
• La Mirada	167	October 6, 2016	\$3,549.00	\$3,049.00	\$500.00
• Sunset	150	October 7, 2016	\$3,150.00	\$2,650.00	\$500.00

**RECOMMENDATION:**

Approve/Ratify the agreements with Junior Achievement for 5th grade students from La Mirada and Sunset Schools to participate in the McGrath Family JA BizTown Program. The estimated cost is \$1,000.00 from the supplemental and concentration funds. Schools may qualify for a scholarship which would reduce the cost substantially.

Renewal  
  New  
  Amendment  
  Ratify  
  Other

Business Services Reviewed:  Requisition #: \_\_\_\_\_

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

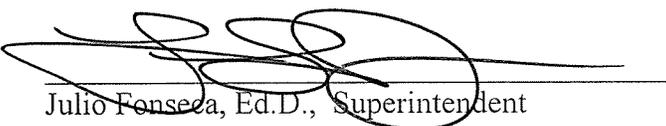
Estimate  
**\$1,000.00**  
 (Amount)

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

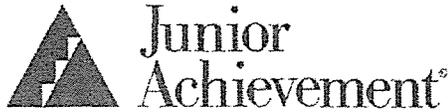
(Funding account number)

Recommended for:     Approval     Denial      Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

100%  
100% 20 / 20 Please Submit the Form.



JA BizTown

## The McGrath Family JA BizTown Program Agreement 2016-2017

Thank you for being a part of our BizTown program.

This Program Agreement is necessary to ensure all participants are committed and held accountable to their selected BizTown date. Please fill it out completely and accurately to ensure all necessary information is received in a timely manner.

### School Information

School Name: \*

Sunset Elementary Scho

District:

San Ysidro School Distric

School Phone (Main Office): \*

619 - 428-1148

Area Code Phone Number

Your Reserved JA BizTown Date is: \*

10	07	2016	
Month	Day	Year	

**PLEASE NOTE:** The above reserved date is the date that you have selected during the online selection process, and has been confirmed by the BizTown Manager. Contact your BizTown Manager if you need to reschedule your date.

If your school is coming on two separate dates, please list the second date here:

			
Month	Day	Year	

Arrival Time (time students will be at our facility) \*

9	:	15	AM
Hour		Minutes	

Departure Time (4.5hrs after your arrival) \*

1	:	45	AM
Hour		Minutes	

**PLEASE NOTE!** The arrival/departure times are selected by the school based on preference and bus availability. The earliest arrival is 8:30am, and the latest arrival is 12:00pm.

Student Number: \* 150

**PLEASE NOTE!** The student number you specified above will be used to calculate your invoice total.

- Any additional student growth will be invoiced separately
- For those students who do not attend no adjustments or reimbursements will be made

We base our staffing and resources on these projections.

### Contact Information

**Principal: \***

Efrain	Burciaga
First Name	Last Name

**Principal Email: \***

eburciaga@sysd.k12.ca.us

**Contact Teacher: \***

Veronica	Hernandez
First Name	Last Name

**Contact Teacher Email: \***

vhernandez@sysd.k12.ca.us

**Please list all teachers that will be teaching the curriculum and their email addresses below: \***

vhernandez@sysd.k12.ca.us;  
 ana.garcia@sysd.k12.ca.us;  
 jscarlet@sysd.k12.ca.us;  
 aaricaga-laurino@sysd.k12.ca.us;  
 iloiza@sysd.k12.ca.us

### Financial Information

The fee for the BizTown program is **\$21/student**. This fee includes all of the materials, teacher trainings and the one day simulation at our facility. This cost **does not include transportation fees or meals**.

**IMPORTANT, PLEASE READ BELOW:**

**No deposits are required, you will receive one invoice for the full amount due.**

**All payments MUST be received 30 days prior to your BizTown visit date.**

**No materials will be released until invoice is paid or payment arrangements have been made.**

**You will be invoiced for any additional students within one week after your BizTown visit date.**

**Please select your preferred method of payment: \***

- Check
- Credit Card

**Make checks payable to:**

Junior Achievement - JA BizTown

4756 Mission Gorge Place

San Diego, CA 92120

(Please include school name in memo section and/or invoice number)

**Please send invoice to: \***

- School
- District
- Sponsor
- Other

**If paying by credit card complete the information below:**

Student Fee \$21.00

0 Quantity

**Total: \$0.00**

---

**Credit Card**

First Name

Last Name

Credit Card Number

Security Code

Expiration Month

Expiration Year

**Billing Address**

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Country

**PLEASE READ:**

**Contact information for invoicing:**

- For school payment enter school contact information
- For district payment enter district contact information
- For other funding sources enter appropriate information

**Payment Contact Name: \***

Arturo

Macias

First Name

Last Name

**Payment Address: \***

4350 Otay Lakes Rd.  
Street Address

Street Address Line 2

San Ysidro CA  
City State / Province  
92173 United States  
Postal / Zip Code Country

**Payment Contact E-mail \***

arturo.macias@sysd.k12.ca.us

### Volunteer Information

Your school will need 26-38 volunteers for your JA BizTown visit day. If you do not request volunteer assistance, your school will be responsible for recruiting and identifying all volunteers. If your needs change please contact the BizTown Manager as soon as possible. \*

- Our school will recruit all volunteers needed
- Our school will recruit volunteers, but is requesting assistance (see below)

Number of volunteers requested: 20

### Training & Materials

Do any teachers require BizTown Teacher Training? (New teachers to the program are required to attend a training) \*

- Yes
- No

## Program Information

### Timeline/Requirements

**Start of the School Year:** Complete Program Agreement, attend teacher training (new teachers), pick up program materials, confirm bus transportation.

**5 Weeks Before:** Distribute pre-testing, begin lessons/activities, send out Parent Consent Forms, and begin recruiting volunteers.

**2-3 Weeks Before:** Invoice has been paid, fill out Volunteer Assignment Sheet and submit to Administrative Coordinator, finish all lessons/activities, and collect all Parent Consent Forms.

**1 Week Before:** Lessons/activities are completed, checkbooks are completed (2 deposit tickets and one savings check), BizPrep Workbooks are completed, and Parent Consent Forms are in.

**Day of the Visit:** Bring Photo Consent Forms, BizPrep workbooks, checkbooks, unused program materials, and UT flashdrive.

**1 Week After Visit:** Distribute post-testing, begin post-visit lesson/activity and pay invoice for additional students (if applicable).

### JA BizTown Programs Terms and Conditions \*

I agree \*

By checking this box and signing below on behalf of our school, I understand all of the requirements and responsibilities asked of us as participants in the JA BizTown program. I agree to all terms and conditions within the JA BizTown Program Agreement, and verify that all of the information provided above is valid.

Contact Teacher Signature: \*



Clear

**If you have any questions or concerns please contact:**

**Deanne Markle, *McGrath Family JA BizTown Manager***

**Direct 619.906.4905 Email [dmarkle@jasandiego.org](mailto:dmarkle@jasandiego.org)**

or

**Claire Shannon, *McGrath Family JA BizTown Administrative Coordinator***

**Direct 619.906.4914 Email [cshannon@jasandiego.org](mailto:cshannon@jasandiego.org)**

JA BizTown Program Agreement 2016-2017

**Submission Date** 2016-09-11 14:17:09

**School Name:** Sunset Elementary School

**District:** San Ysidro School District

**School Phone (Main Office):** (619) 428-1148

**Your Reserved JA BizTown Date is:** 10-07-2016

**Arrival Time (time students will be at our facility)** 9:15 AM

**Departure Time (4.5hrs after your arrival)** 1:45 AM

**Student Number:** 150

**Principal:** Efrain Burciaga

**Principal Email:** eburciaga@sysd.k12.ca.us

**Contact Teacher:** Veronica Hernandez

**Contact Teacher Email:** vhernandez@sysd.k12.ca.us

**Please list all teachers that will be teaching the curriculum and their email addresses below:** vhernandez@sysd.k12.ca.us;  
ana.garcia@sysd.k12.ca.us;  
jscarlet@sysd.k12.ca.us;  
aaricaga-laurino@sysd.k12.ca.us;  
iloiza@sysd.k12.ca.us

**Please select your preferred method of payment:** Credit Card

**Please send invoice to:** District

**If paying by credit card complete the information below:**

**Payment Contact Name:** Arturo Macias

**Payment Address:** 4350 Otay Lakes Rd.  
San Ysidro  
CA  
92173  
United States

**Payment Contact E-mail** arturo.macias@sysd.k12.ca.us

**Your school will need 26-38 volunteers for your JA BizTown visit day. If you do not request volunteer assistance, your school will be responsible for recruiting and identifying all volunteers. If your needs change please contact the BizTown Manager as soon as possible.**

Our school will recruit volunteers, but is requesting assistance (see below)

**Number of volunteers requested:** 20

**Do any teachers require BizTown Teacher Training? (New teachers to the program are required to attend a training)** Yes

**JA BizTown Programs Terms and Conditions** Accepted

**Contact Teacher Signature:**



A handwritten signature in black ink, consisting of a stylized 'J' and 'P' followed by a horizontal line extending to the right.

**Program Agreement Submission** JASDBT-80

JA BizTown Program Agreement 2016-2017

**Submission Date** 2016-09-02 12:01:58

**School Name:** La Mirada Elementary School

**District:** San Ysidro School District

**School Phone (Main Office):** (619) 428-4424

**Your Reserved JA BizTown Date is:** 10-06-2016

**Arrival Time (time students will be at our facility)** 9:00 AM

**Departure Time (4.5hrs after your arrival)** 1:30 PM

**Student Number:** 169

**Principal:** Manuela Colom

**Principal Email:** mcolom@sysd.k12.ca.us

**Contact Teacher:** Janielle Ednalino

**Contact Teacher Email:** jednalino@sysd.k12.ca.us

**Please list all teachers that will be teaching the curriculum and their email addresses below:** Cyndi Barron  
Maria Canale  
Erin Cronin  
Janielle Ednalino  
David Perez  
Mayra Sarabia

**Please select your preferred method of payment:** Check

**Please send invoice to:** District

**If paying by credit card complete the information below:**

**Payment Contact Name:** Arturo Sanchez Macias

**Payment Address:** 4350  
Otay Mesa Rd.  
San Ysidro  
CA  
92173  
United States

**Payment Contact E-mail** arturo.macias@sysd.k12.ca.us

Your school will need 26-38 volunteers for your JA BizTown visit day. If you do not request volunteer assistance, your school will be responsible for recruiting and identifying all volunteers. If your needs change please contact the BizTown Manager as soon as possible.

Our school will recruit volunteers, but is requesting assistance (see below)

Do any teachers require BizTown Teacher Training? (New teachers to the program are required to attend a training)

Yes

JA BizTown Programs Terms and Conditions

Accepted

Contact Teacher Signature:

A handwritten signature in black ink, appearing to read "C. Brown", with a horizontal line underneath it.

Program Agreement Submission

JASDBT-64

JA BizTown Scholarship Application 2016-2017

**Submission Date** 2016-09-02 10:07:56

**School Name:** La Mirada

**School Phone (Main Office):** (619-) 4424

**Your Reserved JA BizTown Date is:** 10-06-2016

**Student Number:** 167

**Contact Person:** Manuela Colom

**Contact Person Email** mcolom@sysd.k12.ca.us

**Please write your answer below:** San Ysidro School District has the highest poverty rate out of all the schools in the San Diego County. Our free and reduce lunch rate is at 90%. Out of 5,000 students in our District, 1,500 of them are homeless. This scholarship would help the students in the District that otherwise would not be made available to them if it were not for this scholarship.

**JA BizTown Scholarship Terms and Conditions** Accepted

**Contact Person Signature:**



**Program Agreement Submission** JASDBT-19

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c)

**BACKGROUND INFORMATION:**

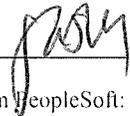
The District periodically has inventory items that become obsolete and are recommended for disposal, donation or sale on an "as is" basis. Attached is a list of items that are no longer needed by the District and are no longer usable due to age and/or are unrepairable. These items are determined to have no use by the District staff and will be sold/auctioned/donated/disposed of in compliance with the California Education Code Sec. 17546 (a) (b) (c).

**RECOMMENDATION:**

Approve/Declare District personal property as obsolete and surplus to be disposed, sold, or donated as per California Education Code Sec. 17546 (a) (b) (c) at an estimated cost of \$5,000.00 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes     No

Yes     No

\$5,000.00  
(Amount)

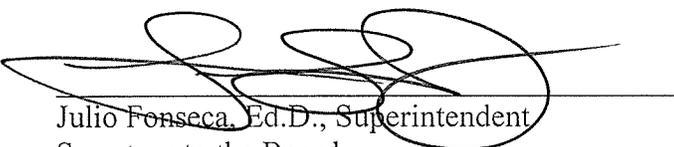
General Fund  
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c)

October 13, 2016

QTY	Description
75	File Cabinets
44	Metal Book Shelves
2	Metal Cabinets
4	Wood Cabinets
9	Rectangular Tables
6	Desk
7	Wood Book Shelves
1	Metal Book Cart
1	Wood Book Cart
4	Big Conference Tables
1	Round table without legs
6	Kinder furniture center stations
1	Changing station
2	Trapezoid tables
1	Old book shelf system from SYMS 8oz
6 segments	Old furniture from D.O Cubicles
4	Old Stage
1	Broken Compressor
53	Student individual desks
56	Mix of chairs
92	Mix tile boxes
5	Mosaic
4	Cafeteria tables
3	Metal Shelves
13	Rigby Boxes
1	Broken lift
1	Smart board
9	Old Printers & faxes
1	Big printer
2	Electric Typewriter
2	White boards
35	MDF Boxes
16	Monitors
3	Printers DCP-8060
4	TV 27"
5	CPU
3	Headphone kits
1 pallet	Projector tube extensions
1 pallet (26 boxes)	
1 pallet	Wire mold conduit
4	APC Boxes
2	Bogan Rack
34	Power strip boxes

QTY	Description
2 boxes	Pig tail cables
27	Fiber optic splitter box
2	Parallel port cable boxes
4 rolls	Fiber optic cable
4	Big Trapezoid tables
1	Print Shop booklet maker – Stitch n Fold (Serial #2575) SYSD ID #005437 & 08766

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Nadia Aviles, Principal of Ocean View Hills School  
Manuela Colom, Principal of La Mirada School

**AGENDA ITEM:** YMCA CAMP FACILITY USE AGREEMENT 2016-17 FOR  
6<sup>TH</sup> GRADE CAMP – OCEAN VIEW HILLS AND LA MIRADA SCHOOLS

**BACKGROUND INFORMATION**

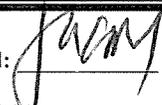
Each year the Governing Board approves participation of the District's sixth grade students to attend a sixth grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Ocean View Hills and La Mirada Schools have selected the YMCA's Camp Marston/Raintree Ranch for their 2016-17 sixth grade camp. The rate per person is \$265 plus bus transportation fees paid from pupil fees, school fundraisers and supplemental & concentration funds.

<u>SCHOOL</u>	<u># STUDENTS</u>	<u>WEEK OF</u>	<u>ESTIMATED COST</u>
Ocean View Hills	90	April 10, 2017	\$23,850.00
La Mirada	60	December 12, 2016	\$15,900.00
<b>TOTAL:</b>			<b>\$39,750.00</b>

**RECOMMENDATION:**

Approve the agreement with the YMCA of San Diego County for Ocean View Hills and La Mirada Schools' sixth grade students to attend the 2016-17 Camp Marston/Raintree Ranch at an estimated cost of \$39,750.00 from student fees, fundraisers and supplemental & concentration funds.

Renewal   
  New   
  Amendment   
  Ratify   
  Other   
 Business Services Reviewed: 

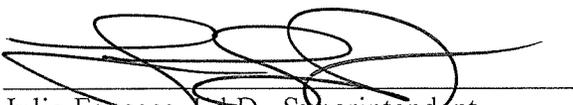
Financial Implications?    Are funds for this item included in the 2016-2017 Budget?    Requisition #

Yes     No   
  Yes     No   

ESTIMATED \$39,750.00 (Amount)	Student Fees, Fundraisers and Supplemental & Concentration (Name of funding source and/or location)	<input style="width: 100%; height: 30px;" type="text"/> (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 Ocean View Hills 2017 (User) and YMCA of San Diego County (YMCA), a California non-profit public benefit corporation, for its Camp Marston / Raintree Ranch (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. 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.

**7. INDEMNIFICATION.**

Except for YMCA's gross negligence or 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.

**8. 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.

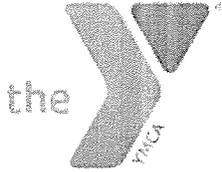
**9. RELEASE.**

Except for YMCA's gross negligence or 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.

**10. 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.

<b>I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in the agreement above. 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</b>	
Authorized Representative (Over 21 years of age):	YMCA CAMP MARSTON and YMCA RAINTREE RANCH PO Box 2440 Julian, CA 92036 Phone: 760-765-0642 Fax: 760-765-0183 Web: camp.ymca.org
Print name and Title: _____	
Authorized Signature: _____	
Date : _____	
Group Name: Ocean View Hills 2017	Group ID: 2790
Agreement Written by: Ryan James, rjames@ymca.org	5/2/2016



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:** Ocean View Hills 2017 **Site:** Marston  
**Group Type:** OE **Reservation ID:** 2790  
**Reg. Date:** 4/14/2016

**Group Leader:** Nadia Aviles  
**Address:** 4919 Del Sol Blvd, San Diego, Ca, 92154  
**Home Phone:** **Work Phone:** 619-661-0457  
**Cell Phone:** **Fax:**  
**E-Mail:** naviles@sysd.k12.ca.us

*DATES / TIMES*

**Arrival Date:** Mon, Apr 10, 2017 **Arrival Time** 10:30 am  
**Departure Date:** Fri, Apr 14, 2017 **Departure Time** 10:30 am  
**First Meal:** Lunch **Last Meal:** Breakfast

*FINANCIAL EXPECTATIONS*

**Rate Per Person:** \$265.00  
**Expected #:** 90

<b>Estimated Total:</b> \$23,850.00	<b>Deposit Amount</b> \$1,000.00	<b>Deposit Due</b> Jan 10, 2017
-------------------------------------	----------------------------------	---------------------------------

- 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:** 72  
**Your Minimum Financial Commitment is:** \$19,080.00

*NOTES*

**User Agreement Notes:**

**Agreement Written by:** Ryan James, rjames@ymca.org

**Initial Here:**



**YMCA Camp Marston/Raintree Ranch  
Outdoor Education  
Terms and Conditions**

**Emergency Medical Authorization and Waiver** \ YMCA Health History form (which includes liability waiver, medical authorization and photo release) is required to be submitted for every student attending. Please use the form provided by the YMCA in the school planning guide or on the website. All adults must properly sign a separate release waiver for upon arrival at camp.

**Camp Courtesy and Conduct:**

- We understand that we are responsible for cleaning our own campsite and/or cabins, and adjacent ground before leaving
- We agree to pay (minimum \$50 per incident) for all damages, graffiti or loss of camp equipment by our group
- To help foster an environment for children and families, no alcoholic beverages or illegal drugs are permitted on the premises.
- We will abide by the 10pm to 7am quiet hours
- Buildings and cabins must be vacated 1 hour after the last meal in order to allow for cleaning of facilities
- The Camp reserves the right to change cabin assignments, activities offered, even if prearranged, due to scheduling, maintenance, and/or weather conditions
- Unless otherwise written in this contract, group leaders, members and/or participants must adhere to check in and check out times
- Additional charges may be incurred if group members arrive early and/or depart late
- Following items are prohibited: Weapons, pets, open flames inside cabins, and smoking only allowed in designated areas
- Camp is not responsible for lost items
- Camp is a shared facility; there may be other groups on site

**Group Leader Expectations:**

- Camper medications need to be turned into the Health Care Supervisor upon arrival and **all medications must be in their original packaging or prescription bottle.**
- We must have your **exact count of students 14 days prior** to your scheduled arrival for meal and staffing requirements
- Schools must provide **one certified employee for every 30 students to be on site until lights out each evening.**
- School staff will be required to attend meals and supervise the recess period daily. At least one certified staff member from the school will stay on site 24 hours a day.
- All transportation to and from camp will be the responsibility of the school except in a medical emergency.
- Group Leaders are responsible to pre-screen all participants for potential health issues that could be exacerbated by camp and/or camp activities. Leader will take additional precautions in the event that campers or participants have serious health issues.
- The Group Leader is responsible for pre-screening and completing background checks on all adult chaperones for their group
- Group Leader accepts all responsibilities and requirements as stated in the School Planning Guide
- \*\* Disregard of Camp Rules may result in the immediate dismissal (w/ no refund) of group members and/or entire group\*\***

**I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in the agreement above. 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 term and conditions of this agreement**

Authorized Representative (Over 21 years of age):

Print name and Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date : \_\_\_\_\_

YMCA CAMP MARSTON / RAIN TREE RANCH  
PO Box 2440  
Julian, CA 92036  
Phone: 760-765-0642  
Fax: 760-765-0183  
Web: camp.ymca.org

GroupName: Ocean View Hills 2017

GroupID: 2790



## YMCA CAMP FACILITY USE AGREEMENT

This Facilities Use Agreement (FUA) is entered into by and between La Mirada 2016 (User) and YMCA of San Diego County (YMCA), a California non-profit public benefit corporation, for its Camp Marston / Raintree Ranch (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. 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.

**7. INDEMNIFICATION.**

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 Camp by the User, its employees, participants or representatives.

**8. 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.

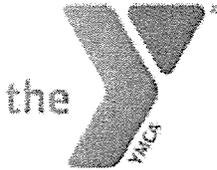
**9. RELEASE.**

The User, for itself, its employees, participants and representatives forever release and discharge YMCA from any and all liabilities, claims, demands, or causes of action that the User may have for injuries and damages arising out of User's use of the Camp, except to the extent caused by the gross negligence or willful misconduct of the YMCA or its employees and representatives, and except as otherwise provided for in this FUA.

**10. 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.

<b>I have read, understand and will meet the terms, payment schedule and minimum total financial obligation outlined in the agreement above. 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</b>	
Authorized Representative (Over 21 years of age):	YMCA CAMP MARSTON and YMCA RAINTREE RANCH PO Box 2440 Julian, CA 92036 Phone: 760-765-0642 Fax: 760-765-0183 Web: camp.ymca.org
Print name and Title: _____	
Authorized Signature: _____	
Date : _____	
Group Name: La Mirada 2016	Group ID: 2570
Agreement Written by: Ryan James, rjames@ymca.org	4/19/2016



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:** La Mirada 2016 **Site:** Marston  
**Group Type:** OE **Reservation ID:** 2570  
**Reg. Date:** 12/18/2015

**Group Leader:** Ms. Santos  
**Address:** 222 Avenida De La Madrid, San Ysidro, Ca, 92173  
**Home Phone:** **Work Phone:** 619.428.4424  
**Cell Phone:** **Fax:**  
**E-Mail:**

### DATES / TIMES

**Arrival Date:** Mon, Dec 12, 2016 **Arrival Time** 10:30 am  
**Departure Date:** Fri, Dec 16, 2016 **Departure Time** 10:30 am  
**First Meal:** Lunch **Last Meal:** Breakfast

### FINANCIAL EXPECTATIONS

**Rate Per Person:** \$265.00  
**Expected #:** 60

<b>Estimated Total:</b> \$15,900.00	<b>Deposit Amount</b> \$1,000.00	<b>Deposit Due</b> Sep 12, 2016
-------------------------------------	----------------------------------	---------------------------------

- 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.

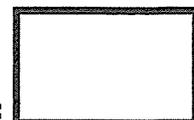
**Your minimum number of guests (regardless of attendance) is:** 48  
**Your Minimum Financial Commitment is:** \$12,720.00

### NOTES

**User Agreement Notes:**

**Agreement Written by:** Ryan James, rjames@ymca.org

**Initial Here:**



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Efrain Burciaga, Principal – Sunset School  
Manuel Bojorquez, Principal – Willow School

**AGENDA ITEM:** AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE 2016-17 OUTDOOR EDUCATION PROGRAM (6TH GRADE CAMP)

**BACKGROUND INFORMATION**

Each year the Governing Board approves participation of the District's sixth grade students to attend a sixth grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

This year 2016-17, Sunset and Willow Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth grade camp.

<u>SCHOOL</u>	<u># STUDENTS</u>	<u>WEEK OF</u>	<u>ESTIMATED COST</u>
Sunset	90 at \$320 each	April 17, 2017 (5 days)	\$28,800.00
Willow	50 at \$270 each	May 30, 2017 (4 days)	\$13,500.00

Cost implications: Sixth Grade Camp cost per student: \$270 - \$320 per student will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

**RECOMMENDATION:**

Approve the agreement with the San Diego County Office of Education for Sunset and Willow Schools' six grade students to attend the 2016-17 Cuyamaca Camp at an estimated cost of \$42,300.00 from student fees, school fundraisers and supplemental & concentration funds.

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   
Requisition #

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

Yes     No       Yes     No

ESTIMATED  
\$42,300.00  
(Amount)

Student Fees, School Fundraisers and  
Supplemental & Concentration  
(Name of funding source and/or location)

(Funding account number)

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**AGREEMENT FOR PARTICIPATION AND SERVICES 2016-2017  
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.
- (9) Availability of health and accident insurance of pupils and to notify the SCHOOL/DISTRICT of the pertinent information.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "district estimated fee" based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "district estimated fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) Pay to the OFFICE, a "pupil fee" for each student in actual attendance at the encampment based on a daily rate calculated by dividing the total scheduled program "pupil fee" by the number of days in the scheduled program.
- (4) For purposes of this agreement:
  - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's food, lodging, and support services, also referred to as "Operational Fee".
  - (b) "District estimated fee" means the minimum fee estimated by the OFFICE for each school year as the cost of the instructional program, also referred to as "Instructional Fee", and is subject to final adjustment at the close of the school year as provided in section I.B.(6) of this agreement.
  - (c) Attendance for any portion of a day shall be counted a full day in camp.
  - (d) No refund of fees shall be made for students sent home for disciplinary reasons.

- (5) Payments to OFFICE for all fees under this agreement shall be made as follows:
- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment and at year-end if section B.(2) is applicable. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
  - (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.
- (6) If the cost of the instructional program for the school year exceeds payments made by the participating SCHOOL/DISTRICTS as called for under Section I.B.(1) hereof, the excess cost shall be apportioned among the participating districts based on the actual per pupil attendance from each such district.
- (7) Provide transportation for pupils to and from outdoor school.
- (8) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (9) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (10) Comply with the outdoor school schedule.
- (11) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.
- (12) SCHOOL/DISTRICT agrees, except in a case of active negligence of OFFICE, to indemnify, defend and hold OFFICE and State of California, its officers, agents and employees, harmless from any liability or claim of whatsoever nature, arising out of, or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The SCHOOL/DISTRICT at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof. Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.
- (13) Provide all required information on the Application to Participate form for each school which will participate in the OFFICE Outdoor School program. Form shall be completed and submitted OFFICE by the deadline noted on the application form.
- (14) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's name

nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(15) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period and Termination

- A. The term of this agreement shall commence on **July 1, 2016** and will continue through **June 30, 2017**.
- B. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

- A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2016-2017** is attached and is hereby made a part of this agreement.
- B. The SCHOOL/DISTRICT guarantees payment of the "district estimated fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Willow	50	43	4	5/30/2017
Sunset	90	77	5	4/17/17

Executed by the parties on the dates shown below their respective signatures.

San Ysidro  
School/District

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

County Superintendent of Schools  
San Diego County Office of Education



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Authorized Signature

Senior Director, Outdoor Education  
Title

**May 23, 2016**  
Date

Authorized or ratified by the Board of Education on:  
\_\_\_\_\_

Authorized by the San Diego County Board of Education on:  
\_\_\_\_\_ **March 9, 2016** \_\_\_\_\_

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

SAN DIEGO COUNTY OFFICE OF EDUCATION  
 OUTDOOR EDUCATION PROGRAM  
 FEES & CHARGES 2016-2017

Program Name	Unit Base for Charge	Notes	Adopted 2016-2017	
<b>Outdoor School Program</b>				
5 - Day Program	Per Student	(8)	\$320.00	
4 - Day Program	Per Student	(3) (8)	\$270.00	
5 - Day Program - Orange County	Per Student		\$380.00	
4 - Day Program - Orange County	Per Student	(3)	\$320.00	
Classroom Teachers - Food Svc Ops	Per Teacher/Per Day		\$11.00	
Insurance	Per Student/Per Day	(1)	\$0.25	
<b>Outreach Programs</b>				
Marine Science Floating Lab	Per Trip		\$697.04	Contract Rates
Splash Science Mobile Lab	Per Day	(9)	\$676.83	16-17
Green Machine Mobile Classroom	Per Day	(9)	\$454.59	733.00 526.00
<b>All Programs</b>				
Visitor Meal - Food Service Operations	Per Meal - Minimum 3 meals		\$8.18	
<b>Site Rental Program</b>				
One Overnight with 3 meals	Per Guest	(4), (5)	\$74.00	
Two Overnights with 4 meals	Per Guest		\$118.00	
Three Overnights with 10 meals	Per Guest		\$197.00	
Four Overnights with 13 meals	Per Guest		\$232.00	
Overnights without meals	Per Guest/Per Night	(10)	\$52.00	
Kitchen access for self-prep meals	Per Scheduled Meal	(10)	\$182.00	
Plus State Park Fee (Cuyamaca and Palomar only)	Per Guest/Per Night	(2)	\$2.00	
<b>Additional Services/Facilities</b>				
Overnights (after 4 nights)	Per Guest/Per Night	(4)	\$35.36	
Camper Insurance	Per Guest/Per Day	(1)	\$0.23	
Day Use Fee - Outside Only	Per 4 hours or part thereof during regular work day		\$414.18	
Facilities:				
Individual Bedroom	Per Night or part thereof	(4)	\$26.27	
Assembly Hall	Per Day or part thereof		\$36.37	
Craft Shop, Infirmary, Lodge, or Staff Lounge	Per Day or part thereof		\$46.47	
Dining Room or Meeting Room	Per Day or part thereof (for day use group)		\$333.37	
Auxiliary SDCOE Staff:				
Instructional Staff or Summer Program Staff	Per 8-hour Day/Per Staff Member or part thereof	(4) (4) (6)	\$368.72	
Lifeguard	Per 8-hour Day/Per Staff Member or part thereof	(4) (6)	\$368.72	
Nurse	Per 8-hour Day/Per Staff Member or part thereof	(4) (6)	\$409.13	

**Notes:**

1. Insurance rates are set by an insurance company and are subject to change.
2. State Park Fees are set by State Parks & Recreation and are subject to change.
3. 4-Day programs are available on designated SDCOE holiday weeks only. Refer to your Outdoor School Schedule.
4. All accommodations and staffing are subject to availability and must be arranged in advance.
5. Minimum group sizes for 1-2 nights: 50; for more than 2 nights: 100, smaller groups may call director for consideration.
6. This rate charged for up to a maximum 8 hours per day or 40 hours per week. OT will be charged if hours exceeded.  
The availability of auxiliary staff is not guaranteed, it is highly recommended that groups bring their own staff (lifeguard must be certified).
7. Director reserves right to alter above fee schedule to accommodate special staffing, groups sizes, or unusual program needs.
9. Schools may request an additional TA to accompany the Splash Lab or Green Machine in lieu of the school providing a volunteer.  
Additional TA's are subject to availability and additional fee of \$152.82 per day/per TA. Please request at least two weeks in advance of trip.  
Fee is for direct booking by schools only, additional charges will apply for reporting and if SDCOE is requested to assist in booking  
Fees with OE booking assistance or targeted schools: Green Machine \$526 Splash Lab \$733
10. Site rental without meals by special arrangement. If access to kitchen for self-prep meals is needed, additional charges will apply for supervision.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** INJURY AND ILLNESS PREVENTION PROGRAM

**BACKGROUND INFORMATION:**

Title 8 California Code of Regulations §3203(a)(1) states that effective July 1, 1991, every employer shall establish, implement and maintain an effective Injury and Illness Prevention Program (IIPP). The program needs to be in writing and at a minimum identify the person or persons with authority and responsibility for implementing the program. Include a system for:

- Ensuring that employees comply with safe and healthy work practices.
- Communicating with employees in a form readily understandable by all affected employees on matters relating to occupational safety and health;
- Procedures to identify and evaluate work place hazards.
- Provide training to all new employees, employees on new job assignments for which training has not previously been received. Whenever a new substance, process, procedure or equipment are introduced to the workplace and representation a new hazard.
- Records of trainings, of scheduled and periodic inspections need to be kept for a minimum of one year.

The District is updating the list of persons with authority and responsibility for implementing the program during school year 2016-2017.

**RECOMMENDATION:**

Approve/Ratify the Injury and Illness Prevention Program as required by Title 8 California Code of Regulations §3203(a)(1) to be implemented in all of our District sites.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   *passed*  

Financial Implications?

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

Requisition #

Yes     No

Yes     No

N/A

(Amount)

N/A

(Name of funding source and/or location)

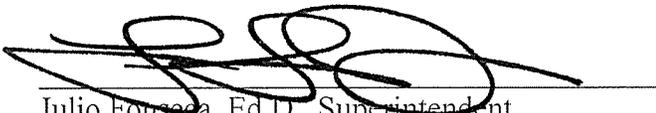
(Funding account number)

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Recommended for:     Approval     Denial

Certification Requested     Yes     No

**Superintendent's Office Certification:**



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

# INJURY AND ILLNESS PREVENTION PROGRAM

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

Arturo Sanchez-Macias  
(619) 428-4476 Ext. 3004 Fax (619) 428-9355  
Name and Contact Information for Individual Completing this form

## ASSIGNMENT OF RESPONSIBILITY (Title 8 California Code of Regulations §3203(a)(1))

Our school district's lead Injury and Illness Prevention Program (IIPP) administrator is:

Arturo Sanchez-Macias, Deputy Superintendent (619) 428-4476 Ext. 3004

IIPP Administrator's Name, Job Title, and Contact Information (address, phone numbers)

(Optional) Our school district's co-administrator for our IIPP is:

Dr. Julio Fonseca, Superintendent (619) 428-4476 Ext. 3021

Co-Administrator's Name, Job Title, and Contact Information (address, phone numbers)

- This IIPP applies to all schools in our district.
- (Optional but recommended.) Each school in our district has been assigned a safety supervisor. School-site safety supervisors are responsible for implementing and maintaining this IIPP at their school sites and for answering employee questions about the district's IIPP. Each school-site safety supervisor has a copy of this IIPP. A list of all the district's school-site safety supervisors who will implement and maintain the IIPP at their school sites is attached as Form A.

The master copy of this IIPP can be found at: Business Services Office

Other copies of the IIPP can be found at: Human Resources

## HAZARD ASSESSMENT/INSPECTION (Title 8 CCR §3203(a)(4))

Periodic inspections to identify and evaluate hazards in our schools sites will be performed by one or more of the following checked individuals:

- School-site safety supervisors in their school sites
- Our district's IIPP Administrator(s)/SASH Coordinator(s)
- Other: Director of Maintenance, Operations, Transportations & Facilities

Periodic inspections are always performed according to the following schedule:

- When we initially established our IIPP.\*<sup>1</sup>
- Whenever new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace.\*
- Whenever new, previously unidentified hazards are recognized.\*
- Whenever occupational injuries and illnesses occur.\*
- Whenever workplace conditions warrant an inspection.\*
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted.\*
- Other times: \_\_\_\_\_

### ACCIDENT/EXPOSURE INVESTIGATIONS (Title 8 CCR §3203(a)(5))

Investigations of workplace accidents, hazardous substance exposures and near accidents will be conducted by:

School-site Safety Supervisors listed on Form A and Director of MOTF

Name and Job Title

Our procedures for investigating workplace accidents and hazardous substance exposures include:

- Visiting the scene as soon as possible.
- Interviewing injured employees and witnesses.
- Determining the cause of the accident/exposure.
- Examining the workplace and the incident for underlying causes associated with the accident/exposure.
- Taking corrective action to prevent the accident/exposure from reoccurring.
- Recording the findings and actions taken.
- Other: \_\_\_\_\_

### HAZARD CORRECTION (Title 8 CCR §3203(a)(6))

Unsafe or unhealthy work conditions, practices or procedures will be corrected in a timely manner based on the severity of the hazards. Hazards will be corrected according to the following procedures:

- When observed or discovered;\* and
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed employees from the area except those necessary to correct the existing condition. Employees who are required to correct the hazardous condition will be provided with the necessary protection and training.\*

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<sup>1</sup> Items with an asterisk (\*) are activities that are required by Cal/OSHA for compliance with the IIPP standard.

**COMMUNICATION WITH EMPLOYEES ABOUT SAFETY (Title 8 CCR §3203(a)(3))**

All supervisors are responsible for communicating with their employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform supervisors about workplace hazards without fear of reprisal.

Our communication system includes all of the following checked items:

- A.  New employee orientation including a discussion of safety and health policies and procedures.\*
  - Follow-through by supervisors to ensure effectiveness.\*
  - Worksite-specific health and safety training.\*
  - Regularly scheduled safety meetings. Our safety meetings are held on the following schedule: \_\_\_\_\_
  - Effective communication of safety and health concerns between workers and supervisors, including language translation where appropriate.\*
  - Posted or distributed safety information.\*
  - A system for employees to anonymously inform administration about workplace hazards.\* This system involves: \_\_\_\_\_

--OR--

- B.  Our district elects to use a labor/management health and safety committee to meet all the requirements of Title 8 CCR §3203(c)(1) – (7), thereby complying with the communication requirements of Title 8 CCR §3203(a)(3).
- C.  Other methods we use to ensure communication with and involvement of employees include: \_\_\_\_\_

**TRAINING AND INSTRUCTION (Title 8 CCR §3203(a)(7))**

All employees, including supervisors, will have training and instruction on general and job-specific safety and health practices. Training and instruction is provided according the following schedule:

- When our IIPP was first established.\*
- To all new employees.\*
- To all employees given new job assignments for which training has not previously provided.\*
- Whenever new substances, processes, procedures, or equipment are introduced to the school district and represent a new hazard.\*
- Whenever anyone is made aware of a new or previously unrecognized hazard.\*
- To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.\*
- To all employees about the hazards specific to each employee's job assignment.\*

This training will include (but is not limited to):

- An explanation of our IIPP, emergency action plan, fire prevention plan, measures for reporting any unsafe conditions, work practices, injuries and any additional instructions that are needed.
- The availability of toilet, hand-washing, and drinking water facilities.
- Provisions for medical services and first aid, including emergency procedures.
- Proper housekeeping, such as keeping stairways and aisles clear, keeping work areas neat and orderly, and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that adversely influence safety.
- Proper storage to prevent:
  - stacking goods in an unstable manner
  - storing materials and good against doors, exits, for extinguishing equipment and electrical panels.

Where applicable, our training may also include:

- The prevention of musculoskeletal disorders, including proper lifting techniques.
- The use of appropriate clothing, including gloves, footwear, and personal protective equipment.
- Information about chemical hazards to which employees could be exposed and other hazard communication program information.
- Proper food and beverage storage to prevent them from becoming contaminated.

In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other trainings.

#### **EMPLOYEE COMPLIANCE WITH SAFETY PROCEDURES** (Title 8 CCR §3203(a)(2))

All district employees, including supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all employees comply with these practices includes all of the following checked practices:

- Informing employees of the provisions of our IIPP.
- Evaluating the safety performance of all employees.
- Providing training to employees whose safety performance is deficient.
- Recognizing employees who perform safe and healthful work practices.
- Other systems we have in place to ensure compliance with safety practices: \_\_\_\_\_

#### **RECORDKEEPING AND DOCUMENTATION** (Title 8 CCR 3203(b))

Although school districts are not required to keep records or documentation of the elements of an IIPP, except the written program itself, our school district maintains the following records to help us more efficiently and effectively implement our IIPP (optional):

- Records of scheduled and periodic inspections (to identify unsafe conditions and work practices, including the names of the person(s) conducting the inspection, the unsafe conditions and the work practices that have been identified, as well as the action(s) taken to correct the identified unsafe conditions and work practices. These records are maintained for at least one (1) year.
- Documentation of our safety and health training.

**Form A**

The following school-site safety supervisors are responsible for maintaining our district’s Injury and Illness Prevention Program and communicating with employees about our IIPP at their sites:

La Mirada School Site	Manuela Colom
Vista Del Mar School Site	Maria Concepcion Rodriquez
Ocean View Hills School Site	Nadia Aviles
Smythe School Site	Joel Tapia
Sunset School Site	Efrain Burciaga
Willow School Site	Manuel Bojorquez
San Ysidro Middle School School Site	Roberto Carrillo
Child Development/Preschool Department	Lorena Varela-Reed
Maintenance, Operations, Transportation & Facilities Department	Victor Guzman
Child Nutrition Department	Pamela Lambert
Information Technology Department	Rey Bautista
Special Education Department	Danielle Clark
Educational Services Department	Jose Arturo Sanchez-Macias
Human Resources Department	Daniel Zummo
Business Services/Administrative Services Department	Jose Arturo Sanchez-Macias
School Site	Name of Supervisor

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** AGREEMENT WITH LENOVO FINANCIAL SERVICES

**BACKGROUND INFORMATION:**

The National Cooperative Purchasing Alliance (NCPA) and Region XIV Education Service Center awarded Lenovo Inc. Contract No. 01-46 for Technology Solutions. The NCPA contract allows school districts to purchase products and services at lower prices.

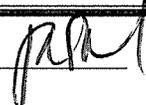
The District would like to lease brand new computers for all school classrooms, school labs, school offices and the District Offices. By acquiring new computers, the District will finally be equipped with the latest in computer technology. The term of the lease is 36 months, during this time the District has the option to purchase the equipment from Lenovo.

**RECOMMENDATION:**

Approve/Ratify the agreement with Lenovo Financial Services for lease of computers through the National Cooperative Purchasing Alliance Contract No. 01-46 at an annual cost of \$294,719.58 from the general fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

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

Yes     No

Requisition #

3-year term \$884,158.74 (Amount)
---

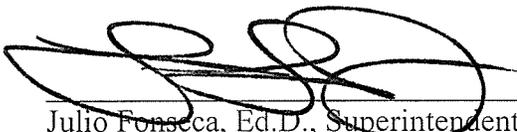
General Fund (Name of funding source and/or location)
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(Funding account number)
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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



# Schedule to Master State & Local Government Lease Agreement

This Schedule No. 1381766 (the "Schedule") to Master State & Local Government Lease Agreement No. 1194492 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean Lenovo Financial Services.

## Product/Equipment Description

Quantity	Description	Product/Equipment Address
	See Additional Products Addendum	

For additional equipment and accessories, attach addendum.

### Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- Fair Market Value
- \$1.00 Purchase Option  Other \_\_\_

### Term and Lease

Lease Payment \$294,719.58 (plus taxes, if applicable)

Term (Months) 36

Payment Frequency Annual

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

\_\_\_ payments @ \_\_\_; followed by \_\_\_ payments @ \_\_\_ followed by \_\_\_ payments @ \_\_\_; followed by \_\_\_ payments @ \_\_\_

Payments are due in Advance

Documentation Fee: \$ (due with first invoice)

### Additional Provisions:

First payment due 30 days from commencement.

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services  
10201 Centurion Parkway N. #100  
Jacksonville, FL 32256

Authorized Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

### Lessee

San Ysidro School District  
Lessee Legal Name

Lessee "Doing Business As" Name

4350 Otay Messa Rd

Billing Street Address

San Ysidro, CA, 92173

Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

### TERMS AND CONDITIONS

#### BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE; (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATION. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

### LESSEE SIGNATURE

**San Ysidro School District**

Lessee Legal Name

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Authorized Signature Date Signed

**X** \_\_\_\_\_  
Print Signer's Name

Print Signer's Title \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_



**Additional Product Addendum to Schedule #1381766  
to Master State & Local Government  
Lease Agreement #1194492**

This Additional Product Addendum is made a part of the Product Schedule to Master State & Local Government Lease Agreement ("Lease") identified above by and between San Ysidro School District ("Lessee") and Lenovo Financial Services ("Lessor") and adds the below Products thereto. Capitalized terms used by not defined herein will have the same meaning given them in the Lease.

**Product Description**

Quantity	Product Description	Product Address
1970	Lenovo ThinkCentre M700	4350 Otay Messa Rd, San Ysidro, CA 92173
50	Lenovo ThinkCentre M800	4350 Otay Messa Rd, San Ysidro, CA 92173
1970	Lenovo ThinkVision T224d	4350 Otay Messa Rd, San Ysidro, CA 92173
1970	ThinkCentre Tiny VESA Mount	4350 Otay Messa Rd, San Ysidro, CA 92173
100	Lenovo ThinkVision T2424p	4350 Otay Messa Rd, San Ysidro, CA 92173

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects the Lease will remain in full force and effect.

<b>Lessor:</b> Lenovo Financial Services 10201 Centurion Pkwy #100 Jacksonville, FL 32256	
Authorized Signature	
Print Name	
Print Title	Date Signed

**Lessee Signature**

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Print Signer's Name / Title                      Date Signed

Master Lease Number: 1194492

## Master State & Local Government Lease Agreement

This Master State & Local Government Lease Agreement #1194492 (the "Master Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your** and **lessee** mean you, our customer. The words **we, us, our** and the **lessor**, mean **Lenovo Financial Services**

**1. LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment ("Equipment"), and finance any software and/or services described in any schedule (collectively the "Products") that incorporates this Master Lease by reference. A schedule to this Master Lease ("Schedule") shall incorporate this Master Lease by reference by listing the Master Lease Number set forth above on the Schedule. Each Schedule that incorporates this Master Lease shall be governed by the terms and conditions of this Master Lease, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute an agreement separate and distinct from this Master Lease and any other Schedule. In the event of a conflict between the provisions of this Master Lease and a Schedule, the provisions of the Schedule shall govern but only with respect to that Schedule. The termination of this Master Lease will not affect any Schedules executed before the effective date of such termination. If you have entered into any purchase agreement or purchase order ("Purchase Contract") with any Vendor (as set forth on the applicable Schedule), you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Products to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. Each Schedule, upon the delivery to us of a signed Delivery and Acceptance Certificate, will be deemed irrevocably accepted by you and will continue for the number of months specified in the Schedule, unless earlier terminated in accordance with Section 16 of this Master Lease. The first Lease Payment (as specified in the applicable Schedule) is due on or after the date the Equipment is delivered to you. The remaining Lease Payments (as specified in the applicable Schedule) will be due on the day of each subsequent month (or such other time period specified in each Schedule) designated by us. You will make all payments required under such Schedule to us at such address as we may specify in writing. If any Lease Payment or other amount payable under any Schedule is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment, or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law.)

**2. NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT VENDOR BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of each Schedule any warranties made by the manufacturer or Supplier with respect to the Equipment leased pursuant to such Schedule.

**3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You may move the Products within the continental United States provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and you will notify us and be responsible for any tax increases should the Base Location change. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with the terms of the applicable Schedule, at the end of or upon termination of each Schedule you will immediately return the Equipment subject to each expired or terminated Schedule to us, in good condition and repair, subject to ordinary wear and tear, to any place in the United States that we tell you. You will pay all remaining unpaid lease payments, late charges, insurance charges, and our estimated property taxes on the Products (based upon the prior year's actual property tax), shipping and other expenses, and you will insure the Products for its full replacement value during shipping. Unless we request return to you, you must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

You may, at the time of providing your end of lease notice to us, elect to substitute and return a similar piece of equipment at end of a Schedule in the event the specific piece of Equipment that has reached end of lease is not immediately available for return. In order to elect a like for like return, you must identify the Equipment being retained by serial number and the Equipment being returned shall be the same model, configured similarly, as the Equipment being retained. If the substituted Equipment was also leased by us, the Equipment retained past its original end of lease date must then be returned to us at or before the end of lease date for the substituted Equipment that was previously returned. If the substituted Equipment is not under a lease with us, then you shall at the time of return, provide us with a bill of sale for the substituted Equipment providing us with free and clear title to the substituted Equipment.

**4. DATA SECURITY:** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Products are shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Products, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

**5. TAXES AND FEES.** You are responsible for all sales and use (unless you provide us with an acceptable Sales/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal, or local government or agency. You agree to pay when due, or reimburse us for, all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or annually as invoiced by us. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize our rights in any of the Products, (c) you pay us for any taxes we remitted to the taxing authorities even though you be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

**6. LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively, "Loss") from any cause at all, whether or not insured, until delivered to us at the end of the applicable Schedule. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) of this Master Lease.

**7. INSURANCE.** You will provide and maintain at your expenses property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee; and (2) public liability and third party property insurance naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self-insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (1) and (2) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

**LESSOR: Lenovo Financial Services**  
10201 Centurion Parkway N. #100  
Jacksonville, FL 32256

**LESSEE: San Ysidro School District**  
Lessee Legal Name

Lessee "Doing Business As" Name  
4350 Otay Mesa Rd  
Street Address  
San Ysidro, CA 92173  
City, State, Zip

X \_\_\_\_\_  
Authorized Signature Date Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Print Title

X \_\_\_\_\_  
Authorized Signature Date Signed

X \_\_\_\_\_  
Print Signer's Name and Title

X \_\_\_\_\_  
Federal Tax ID

**8. PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default has occurred and is continuing under this Master Lease or the relevant Schedule, you will have the option (other than \$1 purchase option leases) at the end of the initial or any renewal term of a Schedule to: (a) purchase all or a portion of the Products covered by such Schedule at the Purchase Option price shown on such Schedule, plus any applicable taxes; (b) return all of the Products or any portion of the Products not purchased or renewed by such Schedule by the Schedule termination date; or (c) elect a fixed term renewal of all or a portion of the Products at the fair market rental value of the Products. We will use our reasonable judgment to determine the Product's fair market rental value as configured, in place and installed ("Fair Market Rental Value"). You agree that the Fair Market Rental Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing lessor and a willing Lessee, including costs to make the Products fully operational. If you do not agree with the determination of the fair market rental value, the fair market rental value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to the Parties.

To exercise any of these options you must provide written notice to us at least 90 days but not more than 180 days before the end of the initial term of a Schedule that you will either return, purchase or renew the Schedule as set forth above. If you elect a partial return, purchase, or renewal of Products, you will identify the impacted Products by serial number in your end of lease notice. If you fail to provide this notice or if, having given such notice, you do not purchase, deliver the Products in accordance with the terms and conditions of this Lease and the applicable Schedule, or renew, the Schedule will automatically renew for successive month to month renewals until the end of the Schedule notice has been provided and acted upon. If you elect to exercise a return, purchase or renewal of some but not all Products, your notice must identify which Products are going to be returned, purchased or renewed. During any renewal term this notice period is reduced to 30 days prior to the end of the renewal term. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

If the Fair Market Value Purchase Option has been selected under any Schedule, we will use our reasonable judgment to determine the Product's fair market value as configured, in place and installed ("Fair Market Value"). You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller, including costs to make the Products fully operational. If you do not agree with our determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to both parties. Upon payment of the Purchase Option price, we will transfer our interest in the Products to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and the applicable Schedule will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

**9. DEFAULT.** Each of the following is a "Default" under this Master Lease and any Schedule: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Master Lease or any Schedule or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Master Lease or in any instrument you have provided us proves to be incorrect in any material respect.

**10. REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Lease and/or any or all Schedules and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to Section 16, we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at 4% per year, plus (ii) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully possess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Master Lease or any Schedules, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Master Lease or any Schedules. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice.

**11. FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to a Schedule, such Schedules will be considered a "finance lease" as that term is defined in Article 2A. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

**12. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING IN A COMMERCIALLY REASONABLE MANNER.** We may, without notifying you, sell, assign, or transfer this Master Lease or any Schedule and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Master Lease and any Schedule but not our obligations, which obligations we will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that you may have against us or the supplier.

**13. INDEMNIFICATION. To the extent not prohibited by applicable law,** You are responsible for and agree to indemnify and hold us harmless from any (a) losses, damages, penalties claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the manufacture, installation, ownership, use, lease, possession or delivery of the Products or any defects in the Products and (b) all reasonable costs and attorneys' fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this section and the Taxes and Fees section of this Master Lease shall survive the termination of this Master Lease for Claims arising during the term of this Master Lease or any Schedule.

**14. MISCELLANEOUS.** You agree that the terms and conditions contained in this Master Lease and any Schedule make up the entire agreement between you and us regarding the lease of the Equipment. This Master Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Master Lease or any Schedule must be in writing and signed by us, either manually or by electronic transmission. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Master Lease. If we delay or fail to enforce any of our rights under this Master Lease or any Schedule, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Lease or any Schedule. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Master Lease or any Schedule, we have the right, but not the obligation to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay.

IF A SIGNED COPY OF THIS MASTER LEASE OR A SCHEDULE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS MASTER LEASE OR A SCHEDULE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE APPLICABLE SCHEDULE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED MASTER LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS MASTER LEASE, WE MAY PRODUCE A COPY OF THE MASTER LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS MASTER LEASE. TO THE EXTENT (IF ANY) THAT ANY SCHEDULE TO THIS MASTER LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THE SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS MASTER LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS MASTER LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Master Lease, each of you agrees that your liability is joint and several.

**15. FUNDING INTENT.** You reasonably believe that funds can be obtained to make all Lease Payments during the Term of any Schedule and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. You and we agree that your obligation to make Lease Payments under any Schedule will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. It is your intent to make Lease Payments for the full Term of any Schedule if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

**16. NONAPPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder) under a Schedule, and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and the Schedule shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate any Schedule in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

**17. AUTHORITY AND AUTHORIZATION.** You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Master Lease and Schedules; (c) this Master Lease and any Schedule have been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Master Lease or Schedules; (e) the entering into and performance of this Master Lease and Schedules will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Master Lease or any Schedule; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Master Lease, the Schedule and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Master Lease and Schedules in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Schedules for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Schedule to this Master Lease. Contemporaneously with your execution of a Schedule to this Master Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 17.

**18. GOVERNMENT USE. YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS MASTER LEASE, OR ANY SCHEDULE HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY SCHEDULE. IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS MASTER LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.**

**19. CHOICE OF LAW.** This Master Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State where the Equipment is located. If any provision of this Master Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Lease or any Equipment or Payment Schedule. This Master Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

**CERTIFICATE OF APPROPRIATIONS**  
(Master State & Local Government Subscription Agreement)

I, \_\_\_\_\_ do hereby certify that I am the duly elected or appointed and acting \_\_\_\_\_ of San Ysidro School District ("Subscriber"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain Master State & Local Government Subscription Agreement #1194492 and, Schedule Number(s) 1381766, between Subscriber and Lenovo Financial Services as owner ("Agreement"), for the fiscal year ending \_\_\_\_\_, 20\_\_\_\_, are available from unexhausted and unencumbered appropriations and/or funds within Subscriber's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

The undersigned official of Subscriber hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

**CERTIFICATION OF ESSENTIAL USE**

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RE: Schedule to Master State & Local Government Subscription Agreement #1381766, dated September 22, 2016 (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Owner") and San Ysidro School District ("Subscriber")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

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Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? \_\_\_\_\_

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Our source of funds for payments due under the Agreement for the current fiscal year is \_\_\_\_\_

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We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: \_\_\_\_\_

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**SUBSCRIBER: San Ysidro School District**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name and Title - printed or typed)

Date: \_\_\_\_\_



**INCUMBENCY CERTIFICATE**

**Master State & Local Government Subscription Agreement and all Schedules thereto (collectively, the "Agreement") between San Ysidro School District and Lenovo Financial Services signed by \_\_\_\_\_ on September 22, 2016**

I, \_\_\_\_\_, certify that I am the duly elected or appointed and acting Clerk of San Diego, a political subdivision or agency duly organized and existing under the laws of the State of CA, that I have custody of the records of such entity, and that, as of the date hereof (and for six (6) months prior thereto), the individuals named below are duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that: (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into the Agreement identified above by and between such entity and Lenovo Financial Services.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed and sealed by the undersigned on \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Clerk

## DELIVERY & ACCEPTANCE CERTIFICATE

**By signing this Certificate, you, the Subscriber identified below, agree:**

- A) That all products described in the Schedule to Master State & Local Government Subscription Agreement identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Schedule to Master State & Local Government Subscription Agreement; and
  
- B) That we, **Lenovo Financial Services**, are authorized to purchase the Equipment and start billing you under the Schedule to Master State & Local Government Subscription Agreement.

Schedule No. 1381766		
Subscriber Name: San Ysidro School District		
Authorized Signature		
<b>X</b>		
Title		Date



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, October 1<sup>st</sup>, 2015

Lenovo (United States), Inc.  
ATTN: Ricardo Santos  
1009 Think Place  
Morrisville, NC 27560

Dear Ricardo:

Region XIV Education Service Center is happy to announce that Lenovo, Inc. has been awarded an annual contract for Technology Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on October 31<sup>st</sup>, 2018. The contract can be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Lenovo, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in cursive script that reads 'Ronnie Kincaid'.

Ronnie Kincaid  
Region XIV, Executive Director



## Overview

Lenovo has U.S. headquarters in North Carolina. Our \$34 billion global personal technology company recently became the world's largest PC manufacturer. We operate in more than 66 countries serving customers in 160+ countries. Lenovo has more than 38,000 employees which include 3,200 designers, scientists and engineers. Market segments in federal, state, local government and education are essential to our growth and sustainment strategy making us a reliable, innovative and cost effective partner for your organization.

## Contract Info

**Awarded Vendor:**  
Lenovo

**Contract Awarded:**  
Technology Solutions

**Contract Number:**  
01-46

**Lead Agency:**  
Region 14 ESC

**Contract Term:**  
3 year term, October 1, 2015 to October 31, 2018  
*\*Option to renew for five (5) additional one (1) year periods.*

## Due Diligence

**Request for Proposal:**  
[RFP for Technology Solutions](#)

**Awarded Vendor Response:**  
[Lenovo's Response to RFP](#)

**Evaluation:**  
[Bid Tab & Request for RFP List](#)

**Award Letter:**  
[Region 14 Award Letter](#)

**Advertisements:**  
[USA Today Ad 1](#)  
[USA Today Ad 2](#)  
[NCPA Website Ad](#)

## Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of October 1, 2015, by and between National Cooperative Purchasing Alliance (“NCPA”) and Lenovo (United States) Inc. (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated October 1, 2015 referenced as Contract Number 01-46, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Technology Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-- -marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** AGREEMENT WITH JOHNSON CONTROLS

**BACKGROUND INFORMATION:**

The District would like to retain the services of Johnson Controls on an "as needed" basis for preventive maintenance and repair services under a block repair agreement. The District currently has approximately 380 HVAC units and the District's manpower is not sufficient to cover all service calls. The cost implications for the Block Repair Agreement is \$20,000.00 with the option to purchase additional block units as may be necessary.

**RECOMMENDATION:**

Approve the renewal agreement with Johnson Controls at an amount not to exceed \$50,000.00 from the general fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: JSM

Financial Implications?

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

Requisition # from PeopleSoft:

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## PROFESSIONAL SERVICES AGREEMENT

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

Johnson Controls  
Company/Contractor

858-614-8544  
Telephone Number

9630 Redgarden Ct. #A/SAN DIEGO, CA 92123  
Address

gary.a.brown@jci.com  
Email

hereinafter referred to as "Contractor."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Contractor Services Documentation ("attached documents") attached hereto as *Exhibit "A"* 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, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor 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. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

#### 1.2 TERM

Initial Term:

From: October 14, 2016

To: October 14, 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

# 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

(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 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 \_\_\_\_\_.

12B.20

Page 7 of 12

# 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.

<b>CONSULTANT:</b>	<b>Johnson Controls</b>
Name:	Gary Brown
Title:	Account Executive
Address:	9630 Ridgehaven Ct., Suite A
City/State/Zip Code:	San Diego, CA 92123
Telephone:	(858) 614-8544
Email:	Gary.a.brown@jci.com

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	arturo.macias@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

\_\_\_\_\_  
Firm Name

**San Ysidro School District**  
\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE 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**

Please see attached proposal – Estimate #GB16-1166

Dated 10-04-16

- **Block Repair Agreement**



EXHIBIT A

# PROPOSAL



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

**Site:** Same

**Subject:** Block Repair Agreement

**Estimate #:** GB16-1166  
**Proposal Date:** 10/4/16

## Base Scope of Work

To provide San Ysidro School District with our preferred customer rate schedule, we would like to extend our preventative maintenance and repair services on an "as needed" basis under this block repair agreement. With this agreement, the San Ysidro School District will receive the reduced rates listed below (15%) and a parts discount of 45% discount from list price on Johnson Controls parts or software. If the block dollar amount has been reached, additional block repairs may be purchased at that time.

### HVAC MECHANICAL TECHNICIAN:

- Regular Time – \$131 per hour
- Overtime – \$195 per hour
- Holiday Time – \$222 per hour
- Zone Charge – \$85 per visit

### METASYS CONTROL TECHNICIAN:

- Regular Time – \$161 per hour
- Overtime – \$241 per hour
- Holiday Time – \$322 per hour
- Zone Charge – \$85 per visit

**BLOCK PRICE: \$20,000.00**

Thank you for this opportunity to be of service and for your confidence in allowing Johnson Controls to provide your facility's service needs. To proceed with this proposal, please sign below and return an approved copy for our records. If you would like more information, please contact me at **(858) 614-8544**.

Sincerely,

Gary Brown  
 Account Executive  
 Johnson Controls, San Diego Branch  
 HVAC|Controls|Security|Fire

APPROVED: \_\_\_\_\_ PO# \_\_\_\_\_ DATE: \_\_\_\_\_

9630 Ridgeway Ct., Suite A, San Diego, CA 92123 – 24 Hour Service (866) 283-6733

# PROPOSAL

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc (JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICE AND PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
5. **LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose. Under no circumstances shall JCI be liable for any special, indirect, or consequential damages arising from or relating to any defect in material or workmanship of equipment or the performance of services.
6. **LIABILITY.** JCI shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
9. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
10. **DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** AGREEMENT WITH UC SAN DIEGO– SCHOOL OF MEDICINE FOR  
SCHOOL WELLNESS PROGRAM

**BACKGROUND INFORMATION:**

UC San Diego 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.

**RECOMMENDATION:**

Approve the Partnership Agreement with UC San Diego, School of Medicine to provide a School Wellness Program at Sunset Elementary School at no cost to the District.

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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)

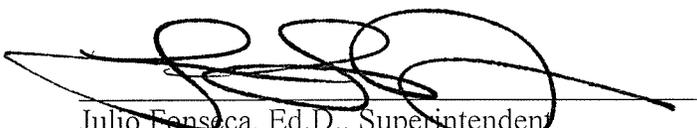
N/A  
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

October 5, 2016

**Partnership Agreement- UC San Diego School Wellness Program and Sunset Elementary School**

UC San Diego Center for Community Health School Wellness Program has selected Sunset Elementary School in San Ysidro School District to provide three year of School Wellness, Nutrition Education & 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.

**Program Goals**

UCSD School Wellness Program provides students, teachers, and administrators with the tools they need to create a healthy school environment that supports a culture of wellness.

- Encourage students to make daily healthy food & beverage choice
- Empower students to be physically active and reduce sedentary behavior
- Provide environmental supports for nutrition education during the school day
- Increase student consumption and access to healthy foods and beverages
- Improve school and cafeteria environmental conditions to promote nutrition and physical activity
- By June 2019, adopt and implement 2-3 components in school wellness policies to increase access to healthy food and physical activity for elementary students
- Evaluate, sustain, and share successful implementation strategies

**UCSD School Wellness Program will provide:**

- 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

**School agrees to:**

- Form or re-energize a School Site Wellness Committee and provide roster of committee members by October 2016
- Assess the school health environment using the CDC School Health Index (SHI) tool

- Develop a school site wellness policy aligned to the district wellness policy
- Choose from a menu of physical activity, nutrition education, and health promotion interventions to improve school wellness
- Create a three-year action plan to implement school wellness policy
- Provide recommendations to district to improve or enhance existing wellness policy

**Principal Support:**

Please initial beside the following:

\_\_\_\_ I will support staff, parents & existing community partners to develop a School Site Wellness Committee and Site-Based Wellness Policy

\_\_\_\_ I will participate in our School Site Wellness Committee

\_\_\_\_ I will support staff, parents & existing community partners in conducting the CDC School Health Index, with UCSD School Wellness staff guidance

\_\_\_\_ I will schedule time for teachers to conduct nutrition education (aligned to Common Core/CA Content Standards in multiple subject areas) for 15-30 minutes at the beginning of every month

\_\_\_\_ I will schedule grade-level (K-3) assemblies for 30-minute MyPlate/Re-Think Your Drink educational lesson

SAN YSIDRO SCHOOL DISTRICT

Principal's Name (Please Print):

Efraim Burciaga

Principal's Signature: \_\_\_\_\_

Date \_\_\_\_\_

Deputy Superintendent \_\_\_\_\_

Date \_\_\_\_\_

UC San Diego School Wellness Program Representative Name and Title (Please Print):

Kate Edna, Program Coordinator.

Representative's Signature: \_\_\_\_\_

Date \_\_\_\_\_

10/05/16

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** UNITED CEREBRAL PALSY OF SAN DIEGO COUNTY

**BACKGROUND INFORMATION:**

An estimated 57 million Americans live with a disability. Some need lots of support, others only a little...but all deserve to live a life without limits.

The District strives to support the needs of all students. As a promise to the community, the District has chosen to partner with several community agencies to improve the options and opportunities for all students to succeed. One powerful partnership the District wishes to establish is with the United Cerebral Palsy (UCP) of San Diego County to help educate stakeholders about the impact that cerebral palsy has on children and adults and how to get involved to help support this cause. Establishing this partnership will allow students to have opportunities to give back to their community and possibly earn community service hours needed to graduate from high school.

The UCP advocates and provides support services to ensure a life without limits for people with a spectrum of disabilities. UCP works to advance the independence, productivity and full citizenship of people with disabilities through an affiliate network that has helped millions.

**RECOMMENDATION:**

Approve the establishment of a partnership with United Cerebral Palsy of San Diego County.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** \_\_\_\_\_

Financial Implications?

Yes     No

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

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**



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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Willow School  
Manuel Bojorquez, Principal

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH NAVAIR NORTH ISLAND'S SCIENCE ENRICHMENT PROGRAM (NSEP)

**BACKGROUND INFORMATION:**

The NAVAIR Science Enrichment Program has partnered with various local schools to make "Science Come Alive" through hands-on, minds-on science experiments, workshops and mentoring, in areas such as Static Electricity, Solar Power, Magnetism, Aerodynamics and more. NSEP is a program sponsored by the Research & Engineering Group, Fleet Readiness Center Southwest located at North Island in San Diego, California.

The NAVAIR Science Enrichment Program has been offered at Willow School for the past years and has truly enriched the educational experiences of students. The District would like to continue receiving these free services for the 2016-17 school year.

**RECOMMENDATION:**

Approve/Ratify the Memorandum of Understanding with NAVAIR North Island's Science Enrichment Program (NSEP) 2016-17 at no cost to the District.

---

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)

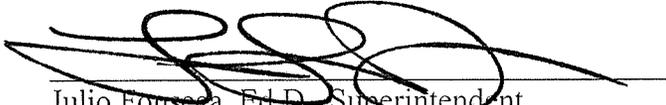
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**Memorandum of Understanding (MOU)**  
**between**  
Willow Elementary **School and the**  
**NAVAIR North Island's Science Enrichment Program (NSEP)**

**BACKGROUND:**

Since 1991, the NAVAIR Science Enrichment Program has partnered with various local schools to make "Science Come Alive" through hands-on, minds-on science experiments, workshops and mentoring, in areas such as Static Electricity, Solar Power, Magnetism, Aerodynamics and more. NSEP is sponsored by the Research & Engineering Group, Fleet Readiness Center Southwest located at North Island in San Diego, California

**GOALS & OBJECTIVES:**

The goal of this partnership is to introduce and encourage scientific studies and careers in young students. The program enlists the talents of volunteer engineers and scientists from NAVAIR North Island in order to develop the students' critical thinking and provide career connections to STEM. Through this partnership, NAVAIR strives to leave a fun and positive footprint within our community and inspire students to become our future engineers and scientists.

**DESCRIPTION:**

Through this Memorandum of Understanding, the NAVAIR Science Enrichment Program will provide <sup>3</sup> Willow "NAVAIR Science Workshops" at Willow Elementary School as part of a partnership between Willow Elementary School and NAVAIR North Island.

**DURATION OF AGREEMENT:**

October 1, 2016 through June 30, 2017

**SCHOOL RESPONSIBILITIES:**

The school is responsible for the following:

- Provide a classroom, a projector and a screen
- Provide a faculty member, a Teacher-Liaison or parent that will be responsible for student supervision at all times during the workshop
- Provide and notify each participant's parent or guardian regarding NAVAIR's Photo Release Permission Form and Information
  - Provide a list of names of the students that cannot be photographed

- Set expectations that all participating students shall respect and cooperate with the NAVAIR mentors
- Identify in advance how many 5th grade students will participate

**NAVAIR North Island RESPONSIBILITIES:**

NAVAIR North Island is responsible for the following:

- Provide NSEP mentors for science workshop
- Provide a science workshop of approximately 1 hour(s)
- Provide all material and supplies required for the workshop

**DETAILS:**

The following science workshop(s) will be provided:

Workshop Type(s): Polymers, Aerodynamics, Static Electricity, etc

Date(s): 1/17/17, 2/28/17, 4/18/17

Time(s): 1:30-2:30PM

Number of Students: 30

**DISCLOSURE:** This agreement does not create a special or relationship between the parties or confer other rights not already provided by federal statute or regulation.

---

We, the undersigned, acknowledge and agree to the terms and conditions of the above-cited agreement on, 5th day of October, year 2016.

GARCIA.CLAUDIA.  
ALVAREZ.1231763  
232

Digitally signed by  
GARCIA.CLAUDIA.ALVAREZ.1231763232  
DN: cn=US, o=U.S. Government, ou=DOD,  
ou=PKI, ou=USN,  
cn=GARCIA.CLAUDIA.ALVAREZ.1231763232  
Date: 2016.10.05 07:25:43 -0700

Claudia A. Garcia- Director  
NAVAIR Science Enrichment Program

Principal Name  
Willow Elementary School

Teacher Representative Katie Bisaga  
Willow Elementary School

JOHNSON.PAU  
L.J.1231324115

Digitally signed by  
JOHNSON.PAUL.J.1231324115  
Date: 2016.10.05 06:18:36 -0700

Paul Johnson- NSEP Educational Partnership Lead  
NAVAIR North Island

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH THE  
PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) FOR 2016-17

**BACKGROUND INFORMATION:**

The Parent Institute for Quality Education (PIQE) creates partnerships between parents, students and educators to further students' academic success. During the past years, the Parent Institute for Quality Education has provided parent training courses at all of our K-8 schools. PIQE recruits parents, provides a needs-assessment session, conducts a series of weekly training sessions for parents and holds graduation ceremonies with certificates issued to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children. Because of the success of this program during these past years, the District would like to continue to have the PIQE program available at all school sites within the District to provide these services for parents which will assist with the achievement of students.

The costs implications are:

\$100 per parent graduate (parents who attend four or more classes during the nine-week course) or a flat fee of \$5,000 per school if less than 50 parent graduates.

**RECOMMENDATION:**

Approve the agreement with the Parent Institute for Quality Education (PIQE) for 2016-17 from the supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   JAS  

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Approximately  
**\$35,000**  
(Amount)

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

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**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 October, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Parent Institute for Quality Education (PIQE)  
Company/Consultant

(619) 420-4730  
Telephone Number

22 W. 35<sup>TH</sup> Street, Suite 206, National City, CA 91950  
Address

crussian@piqe.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: October 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.

# 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 conditions as may be required by the District. 12B-24  
Page 3 of 11

# 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

(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.

12B.24

# 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 shall be retained 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.

<b>CONSULTANT:</b>	<b>Parent Institute for Quality Education (PIQE)</b>
Name:	Carmen Russian
Title:	Executive Director
Address:	22 W. 35 <sup>th</sup> Street, Suite 206
City/State/Zip Code:	National City, CA 91950
Telephone:	(619) 420-4730
Email:	crussian@piqe.org

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	J. Arturo Sanchez Macias	
Title:	Deputy Superintendent	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	arturo.macias@sbsd.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**

Parent Institute for Quality Education (PIQE)  
 Firm Name

San Ysidro School District  
 Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

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

Date:

Date

Phone Number

Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE 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 \_\_\_\_\_

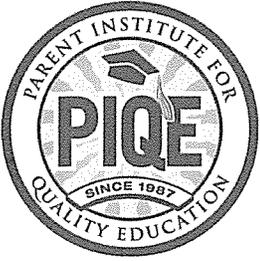
**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

SEE ATTACHED – AGREEMENT FOR DISTRICT-WIDE SERVICE.



**SERVICES ACCEPTANCE  
MEMORANDUM OF UNDERSTANDING**

**EXHIBIT A**

**To:** Dr. Julio Fonseca, Superintendent  
San Ysidro School District

**From:** Carmen Russian, Executive Director

**Date:** Wednesday, August 03, 2016

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and San Ysidro School District agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled at all seven schools in the school district above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: La Mirada, Vista del Mar, Sunset, Willow, Ocean View Hills, Smythe and San Ysidro Middle in the San Ysidro School District.
- C. Period of Performance: School year 2016-2017
- D. Compensation: \$ 100 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5,000 per school should there be less than 50 parent graduates.
- E. In addition, schools where the PIQE program is provided will make available school facilities, babysitting services as well as any refreshment to be provided to the parents

I accept these services at San Ysidro School District under the terms and conditions noted.

\_\_\_\_\_  
Dr. Julio Fonseca, Superintendent

\_\_\_\_\_  
Date

Parent Institute Representative: \_\_\_\_\_  
Carmen Russian, Executive Director PIQE

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Educational Services  
J. Arturo Sanchez Macias, Deputy Superintendent

**AGENDA ITEM:** AGREEMENT WITH CARNEGIE LEARNING FOR  
MATH PILOT PROGRAM

**BACKGROUND INFORMATION:**

Implementing any new math curriculum is challenging and takes time. As teachers introduce and teach with the Common Core math standards or other college and career-ready standards, the learning curve to being math-ready is big. Carnegie Learning software can be implemented on computers anywhere with internet access, including computer labs, libraries, media centers, or at home. It also provides individualized support for all students to master mathematic skills and processes.

Carnegie Learning professional development accelerates the learning curve and prepares teachers to be up and running fast. It helps teachers of all levels deepen their content knowledge and train them to create effective standards-based, student-centered learning environments where all students achieve.

Professional Development service for teachers in grades 6<sup>th</sup> – 8<sup>th</sup> is needed as part of the Math piloting program with Carnegie Learning.

**RECOMMENDATION:**

Approve the service agreement with Carnegie Learning to provide professional development for teachers participating in the Math pilot program at a cost not to exceed \$2,500.00 from supplemental and concentration funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *fasn*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

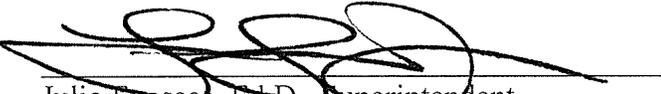
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**12B.25**  
**Page 1 of 26**

# Carnegie Learning

437 Grant Street Suite 1906  
 Pittsburgh, PA 15219  
 Phone (888) 851-7094  
 Fax: (412) 690-2444  
 Email: mmole@carnegielearning.com

**Quotation For:**

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

**Contact:** Tony Hua  
**Phone:** (619) 428-4476  
**Email:** tony.hua@sycsd.k12.ca.us

**Date:** 04-OCT-2016  
**Quotation #:** 82686

**Quotation valid until:** 18-NOV-16  
**Prepared by:** Matthew Mole  
**Customer #:** 165175

ITEM	DESCRIPTION	LIST PRICE	QUOTED PRICE	UNITS	TERM	TOTAL
PD-OS-INI	PD Onsite Initial Implementation Workshop	2,500.00	2,500.00	1		2,500.00
License Total:						0.00
Support & Maintenance:						0.00
Textbook Total:						0.00
Professional Development:						2,500.00
Misc Total:						0.00
<b>Sub Total:</b>						<b>2,500.00</b>
Freight:						0.00
<b>Total:</b>						<b>2,500.00</b>

- Please include your tax exempt certificate with your purchase order.
- The Carnegie Learning Federal Tax ID# is 25-1805640.
- Sales Tax, if applicable, will be charged at the time of invoicing and is not included in this quotation.
- Prices are subject to change, and do not include hardware.
- Multi-year licenses run consecutively from date of shipment.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CL's Systems Requirements ( available at [carnegielearning.com/support](http://carnegielearning.com/support))
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
  - Media received that was not ordered, (wrong title, wrong quantity)
  - Media received in a damaged condition that would render it unsuitable for use.
- All Professional Development services purchased expire at the term of this license agreement. Standalone Professional Development purchases will expire one year from the purchase date
- All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available
- For each Reseller Customer to whom Reseller wishes to sell the Service, prior to the delivery of the Service to the Reseller Customer, at the time Reseller sends a quote to the customer for the Combined Solution, Reseller shall include the following:
  - This quote gives Customer the right to access the Lessoneer curriculum platform ("Lessoneer Platform") developed by Performio Solutions, Inc. dba EdCaliber, whose address is 2828 SW Corbett Ave, Suite 113, Portland, OR 97210. Customer acknowledges that use of the Lessoneer Platform requires that Customer first agree to the terms and conditions of the Lessoneer Customer Agreement, which is available at the Lessoneer website, [www.lessoneer.com](http://www.lessoneer.com). Customer agrees that it will accept the terms of the Lessoneer Customer Agreement prior to attempting to access the Lessoneer Platform.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s License Agreement policy available at <http://resourcecenter.s3.amazonaws.com/LicenseAgreement.pdf>

NOTES:

For each Reseller Customer to whom Reseller wishes to sell the Service, prior to the delivery of the Service to the Reseller Customer, at the time Reseller sends a quote to the customer for the Combined Solution, Reseller shall include the following:

o This quote gives Customer the right to access the Lessoneer curriculum platform ("Lessoneer Platform") developed by Performio Solutions, Inc. dba EdCaliber, whose address is 2828 SW Corbett Ave, Suite 113, Portland, OR 97210.

Customer acknowledges that use of the Lessoneer Platform requires that Customer first agree to the terms and conditions of the Lessoneer Customer Agreement, which is available at the Lessoneer website, [www.lessoneer.com](http://www.lessoneer.com). Customer agrees that it will accept the terms of the Lessoneer Customer Agreement prior to attempting to access the Lessoneer Platform.

## Terms of Service

**Last Updated: May 1, 2015 Introduction; Your Agreement to these Terms of Service.** Welcome to the web site and online services (the "EdCaliber Site") provided by EdCaliber, which is owned and operated by Performio Solutions, Inc ("EdCaliber"). The following Terms of Service for the EdCaliber Site is a legal contract between you, either an individual subscriber, customer, member, or user of at least 18 years of age ("You"), and EdCaliber regarding your use of the EdCaliber Site. Visitors and users of the EdCaliber Site are referred to individually as "User" and collectively as "Users". PLEASE READ CAREFULLY THE FOLLOWING TERMS OF SERVICE. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE EDCALIBER SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS").

## Table of Contents

1. Eligibility
2. Privacy Notice
3. Individual Features and Services
4. Modification of these Terms
5. Software and Content Downloads
6. User Postings License Grant; Representations and Warranties
7. Digital Millennium Copyright Act
8. Prohibited Conduct
9. Account; Access to Your User Postings; Fees & Payments
10. Third-Party Sites, Products and Services; Links
11. Termination; Terms of Service Violations
12. Ownership; Proprietary Rights
13. Indemnification
14. Disclaimers; No Warranties
15. Limitation of Liability and Damages
16. Miscellaneous (including Dispute Resolution and Arbitration)

## 1. Eligibility

The EdCaliber Site is not available to persons under the age of 18 or to any Users previously suspended or removed from the EdCaliber Site by EdCaliber. By clicking the “I Agree” button or by otherwise using the EdCaliber Site, You represent that You are at least 18 years of age and have not been previously suspended or removed from the EdCaliber Site by EdCaliber.

## 2. Privacy Notice

Your privacy is important to EdCaliber. EdCaliber’s **Privacy Policy** is hereby incorporated into these Terms by reference. Please read this notice carefully for information relating to EdCaliber’s collection, use, and disclosure of your personal information. If you are a teacher subscribing to the EdCaliber Site, you hereby acknowledge that EdCaliber may disclose to the school listed on your account that you are a user of the EdCaliber Site in the event EdCaliber approaches the school to subscribe to the EdCaliber Site.

## 3. Individual Features and Services

When using the EdCaliber Site, You will be subject to any additional posted guidelines or rules applicable to specific services and features, which may be posted from time to time (the “Guidelines”). All such Guidelines are hereby incorporated by reference into these Terms.

## 4. Modification of these Terms

EdCaliber reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time. Please check these Terms and any Guidelines periodically for changes. Your continued use of the EdCaliber Site after the posting of changes constitutes your binding acceptance of such changes. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the EdCaliber Site.

## 5. Software and Content Downloads

EdCaliber and its licensors may make certain software and other content available to You for download (for a fee or otherwise) from the EdCaliber Site. All such software or other content that You download shall be subject to the terms and conditions included with such software or content or otherwise presented to You at the time of download.

## 6. User Postings License Grant; Representations and Warranties

### 6.1. User Postings Generally

EdCaliber may now or in the future permit the posting by You and other users of notes, written works, images and videos or other communications (collectively, “User Postings”) and the hosting, sharing, and/or publishing of such User Postings. You understand that whether or not such User Postings are published, EdCaliber does not guarantee any confidentiality with respect to any submissions.

## 6.2. Limited License Grant to EdCaliber

By submitting or distributing User Postings through the EdCaliber Site, You hereby grant to EdCaliber a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, distribute and re-distribute, and otherwise exploit your User Postings, in whole or in part, in any media formats and through any media channels (now known or hereafter developed).

## 6.3. Limited License Grant to Other EdCaliber Users

By submitting or distributing User Postings through the EdCaliber Site, You hereby grant to each User of the EdCaliber Site a non-exclusive license to access and use your User Postings. The foregoing license granted by You terminates as to a specific User Posting once You remove or delete such User Posting from the EdCaliber Site provided, however, that User's rights to such User Posting arising out of distributions occurring on or prior to deletion of such User Posting from the EdCaliber Site survive any termination or expiration of the license granted in this Section 6.3.

## 6.4. User Postings Representations and Warranties

You are solely responsible for your User Postings and the consequences of posting or publishing them. By uploading and publishing your User Postings, You affirm, represent, and warrant that: (1) You are the creator and owner of or have the necessary licenses, rights, consents, and permissions to use and to authorize EdCaliber and EdCaliber's Users to use and distribute your User Postings as necessary to exercise the licenses granted by You in this Section and in the manner contemplated by EdCaliber and these Terms of Service; (2) your User Postings do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (3) your User Postings do not contain any viruses, adware, spyware, worms, or other malicious code. Violators of these third-party rights may be subject to criminal and civil liability. EdCaliber reserves all rights and remedies against any User who violates these Terms of Service.

## 6.5. User Postings Disclaimer

You understand that when using the EdCaliber Site You will be exposed to User Postings from a variety of sources, and that EdCaliber is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Postings. You further understand and acknowledge that You may be exposed to User Postings that are inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against EdCaliber with respect thereto. EdCaliber does not endorse any User Postings or any opinion, recommendation or advice expressed therein, and EdCaliber expressly disclaims any and all liability in connection with User Postings. If notified by a User or a content owner of a User Posting that allegedly does not conform to these Terms of Service, EdCaliber may investigate the allegation and determine in its sole discretion whether to

remove the User Posting, which it reserves the right to do at any time and without notice. For clarity, EdCaliber does not permit copyright infringing activities on the EdCaliber Site.

#### 7. Digital Millennium Copyright Act.

It is EdCaliber's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to EdCaliber's **DMCA Notification Guidelines**. EdCaliber will promptly terminate without notice your access to the EdCaliber Site if You are determined by EdCaliber to be a "repeat infringer." A repeat infringer is a User who has been notified by EdCaliber of infringing activity violations more than twice and/or who has had a User Posting or any other user-submitted content removed from the EdCaliber Site more than twice.

#### 8. Prohibited Conduct.

BY USING THE EDCALIBER SITE YOU AGREE NOT TO:

1. use the EdCaliber Site for any purposes other than to disseminate or receive original or appropriately licensed content and/or to access the EdCaliber Site as such services are offered by EdCaliber;
2. rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined in Section 12, below);
3. post, upload, or distribute any defamatory, libelous, or inaccurate User Postings or other content;
4. post, upload, or distribute any User Postings or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
5. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the EdCaliber Site accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the EdCaliber Site, or perform any other similar fraudulent activity;
6. delete the copyright or other proprietary rights on the EdCaliber Site or User Postings;
7. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the EdCaliber Site. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
8. use the EdCaliber Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
9. defame, harass, abuse, threaten or defraud Users of the EdCaliber Site, or collect, or attempt to collect, personal information about Users or third parties without their consent, or use the EdCaliber Site for any commercial use, it being understood that the EdCaliber Site is for personal, non-commercial use only;
10. use the EdCaliber Site if You are under the age of 18 years old;

11. remove, circumvent, disable, damage or otherwise interfere with security-related features of the EdCaliber Site or User Postings, features that prevent or restrict use or copying of any content accessible through the EdCaliber Site, or features that enforce limitations on the use of the EdCaliber Site or User Postings;
12. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the EdCaliber Site or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
13. modify, adapt, translate or create derivative works based upon the EdCaliber Site or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
14. intentionally interfere with or damage operation of the EdCaliber Site or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

## 9. Account; Access to Your Lesson Plans; Fees & Payments.

### 9.1. Account

When You use the EdCaliber Site to upload and/or download or purchase content or any products, services, or information from EdCaliber, You may be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and You agree to accept responsibility for all activities that occur under your account or password. You agree that the information You provide to EdCaliber on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that your account is no longer secure (*e.g.*, in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify EdCaliber. You may be liable for the losses incurred by EdCaliber or others due to any unauthorized use of your EdCaliber Site account.

### 9.2. Access to Your User Postings

EdCaliber permits Users to share their User Postings with a select group of other Users, or make their User Postings public for all (even non-EdCaliber Site users) to view. You acknowledge and agree that although EdCaliber allows you to restrict some User Postings you create from others, EdCaliber does not guarantee that such User Postings will never be accessible by others. In the event of unauthorized access, EdCaliber will use reasonable efforts to notify you pursuant to Section 16.1 below. **EDCALIBER HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER POSTINGS.**

### 9.3. Featured User Postings

EdCaliber may, from time to time, feature a User Posting on the Site (a "Featured User Posting"). EdCaliber will choose such Featured User Posting from the publicly accessible User Postings available on the Site.

#### 9.4. Fees

You agree to pay all fees and charges specified when you signed up for the EdCaliber Site and any part thereof. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the EdCaliber Site.

#### 9.5. Credit Card Authorization

You may be asked to provide EdCaliber with a credit card number from a card issuer that we accept in order to activate and/or pay for any fees related to the EdCaliber Site. EdCaliber may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement.

#### 9.6. Payment Method

EdCaliber will charge the annual subscription fee and any other additional fees you authorize to the credit card account provided by you. By authorizing EdCaliber to charge a credit card for the fees associated with your subscription, you are authorizing EdCaliber to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs EdCaliber of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees as described below. You authorize the card issuer to pay any amounts described herein and authorize EdCaliber, or any other company that acts as a billing agent for EdCaliber, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full. You agree to provide EdCaliber updated information on your credit card upon EdCaliber's request and any time the information earlier provided is no longer valid. If payment is not received by EdCaliber from your credit card issuer or its agents, you agree to pay all amounts due upon demand by EdCaliber.

#### 9.7. Automatic Renewal of Annual Subscription

When you sign up online for the EdCaliber Site, your annual subscription will be set to automatically renew upon its expiration. This means that unless you cancel your account or change its renewal settings prior to its expiration, your account will automatically renew for another [year]. At the time of renewal, we will charge your credit card the then-current fees to renew the EdCaliber Site. About thirty (30) days prior to your expiration date we will notify you by email that your account is about to renew and remind you that your credit card will be billed the indicated EdCaliber Site fees on the renewal date. You may change your renewal settings at any time by going to [---].

## 9.8. Changes in Price

EdCaliber may at any time, upon notice required by applicable law, change the price of the EdCaliber Site or any part thereof, institute new charges or fees, or charge a fee for the EdCaliber Site or any part thereof where a fee was not previously charged. Price changes and organization of new charges implemented during your subscription term will apply to subsequent subscription terms and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel your account and stop using the EdCaliber Site. Your continued use of the EdCaliber Site after the effective date of any such change shall constitute your acceptance of such change.

## 9.9. No Refunds

All fees relating to the EdCaliber Site, including any fees charged for access to the EdCaliber Site, are final and nonrefundable.

## 10. Third-Party Sites, Products and Services; Links

The EdCaliber Site may include links or references to other web sites or services solely as a convenience to Users (“Reference Sites”). EdCaliber does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the EdCaliber Site are solely between You and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

## 11. Termination; Terms of Service Violations

### 11.1. EdCaliber

You agree that EdCaliber, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with EdCaliber or your use of the EdCaliber Site and remove and discard all or any part of your account, User profile, and any User Postings, at any time. EdCaliber may also in its sole discretion and at any time discontinue providing access to the EdCaliber Site, or any part thereof, with or without notice. You agree that any termination of your access to the EdCaliber Site or any account You may have or portion thereof may be affected without prior notice, and You agree that EdCaliber will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies EdCaliber may have at law or in equity. As discussed herein, EdCaliber does not permit copyright infringing activities on the EdCaliber Site, and will terminate access to the EdCaliber Site, and remove all User Postings or other content submitted by any Users who are found to be repeat infringers.

## 11.2. You

Your only remedy with respect to any dissatisfaction with (i) the EdCaliber Site, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of EdCaliber in operating the EdCaliber Site, or (v) any content or information transmitted through the EdCaliber Site, is to terminate this Terms of Service and your account. You may terminate this Terms of Service at any time by deleting your account with the EdCaliber Site and discontinuing use of any and all parts of the EdCaliber Site. The EdCaliber Site will be terminated at the end of the service period for which you have paid and unused subscription fees are nonrefundable.

## 12. Ownership; Proprietary Rights

The EdCaliber Site is owned and operated by EdCaliber. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the EdCaliber Site provided by EdCaliber (the "Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Postings that are provided and owned by Users, all Materials contained on the EdCaliber Site are the property of EdCaliber or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to EdCaliber or its affiliates and/or third-party licensors. Except as expressly authorized by EdCaliber, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. EdCaliber reserves all rights not expressly granted in this Terms of Service.

## 13. Indemnification

You agree to indemnify, save, and hold EdCaliber, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the EdCaliber Site, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. EdCaliber reserves the right, at your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify EdCaliber, and You agree to cooperate with EdCaliber's defense of these claims. EdCaliber will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

## 14. Disclaimers; No Warranties.

### 14.1. No Warranties

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EDCALIBER, AND ITS AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

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#### 14.2. "As is" and "As available" and "With All Faults"

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#### 14.4. Accuracy

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## 15. Limitation of Liability and Damages

### 15.1. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL EDCALIBER OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE EDCALIBER SITE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH EDCALIBER, EVEN IF EDCALIBER OR AN EDCALIBER AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, EDCALIBER'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### 15.2. Limitation of Damages

IN NO EVENT WILL EDCALIBER OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE EDCALIBER SITE OR YOUR INTERACTION WITH OTHER EDCALIBER SITE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE EDCALIBER SITE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

### 15.3. Reference Sites

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN EDCALIBER AND RECEIVED THROUGH OR ADVERTISED ON THE EDCALIBER SITE OR RECEIVED THROUGH ANY REFERENCE SITES.

#### 15.4. Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT EDCALIBER HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND EDCALIBER, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND EDCALIBER. EDCALIBER WOULD NOT BE ABLE TO PROVIDE THE EDCALIBER SITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

#### 15.5. Limitations by Applicable Law

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

#### 16. Miscellaneous

##### 16.1. Notice

EdCaliber may provide You with notices, including those regarding changes to these Terms of Service, by email, regular mail or postings on the EdCaliber Site. Notice will be deemed given twenty-four hours after email is sent, unless EdCaliber is notified that the email address is invalid. Alternatively, we may give You legal notice by mail to a postal address, if provided by You through the EdCaliber Site. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the EdCaliber Site is deemed given 30 days following the initial posting.

##### 16.2. Waiver

The failure of EdCaliber to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by EdCaliber.

### 16.3. Dispute Resolution and Arbitration

#### (a) Governing Law

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

#### (b) Arbitration

For any claim related to these Terms of Service or the EdCaliber Site, excluding claims for injunctive or other equitable relief, where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either EdCaliber or You may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### (c) Jurisdiction

You agree that any action at law or in equity arising out of or relating to these Terms or EdCaliber will be filed only in the state or federal courts in and for Santa Clara County, California, and You hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, except as provided in Section 16.3(b) regarding arbitration. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party’s intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

#### (d) Improperly Filed Claims

All claims you bring against EdCaliber must be resolved in accordance with this Section 16.3. All claims filed or brought contrary to this Section 16.3 shall be considered improperly filed. Should either party file a claim contrary to this Section 16.3, the other party may recover attorneys’ fees and costs up to one thousand U.S. Dollars (\$1,000.00 USD), provided that such party seeking such fees has notified the other in writing of the improperly filed claim, and the other has failed to promptly withdraw the claim.

### 16.4. Severability

If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the

minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

#### 16.5. Assignment

These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by EdCaliber without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

#### 16.6. Survival

Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, sections 6 through 16.

#### 16.7. Headings

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

#### 16.8. Entire Agreement

These Terms, the Privacy Policy and Guidelines constitute the entire agreement between You and EdCaliber relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms, Privacy Policy or Guidelines made by EdCaliber as set forth in Section 4 above.

#### 16.9. Claims

YOU AND EDCALIBER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE EDCALIBER SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### 16.10. Disclosures

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These Terms are effective as of the effective date identified above. We may change these Terms in the future, so we encourage you periodically to review the Terms of Use posted on our digital properties. If you do not agree to changes in the Terms of Use as they may occur, please discontinue your use of our digital properties. Your continued use of the digital properties will signify your acceptance of any change in the terms and conditions set forth herein.

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Our digital properties may contain links to websites or other online offerings that we do not operate or control. We are not responsible for the privacy practices or content of those offerings. You should be aware that different terms may apply to your use of those offerings.

## 2. We protect your personal information in accordance with our Privacy Policy.

We have a Privacy Policy (<http://www.carnegielearning.com/privacy-policy>) that applies to our digital properties. It contains important information about the ways that we collect, use and share information about Carnegie Learning customers, such as teachers or school or school district administrators, as well as their students. We encourage you to read it so that you will understand your choices concerning protection of your personal information. Our Privacy Policy (<http://www.carnegielearning.com/privacy-policy>) is considered a part of these Terms.

## 3. Your use of our digital properties must comply with our standards of conduct.

To maintain the integrity of our digital properties and the user experience of all users of the digital properties, you agree not to misuse the digital properties or their content. For example, you must not do (or attempt to do) any of the following, or encourage or assist others to do any of the following:

Disrupt or interfere with the normal operation and navigation of the digital properties or the availability of the digital properties to other users

Circumvent any measures we use to limit access to the digital properties or particular content available on the digital properties.

Access the digital properties using any unauthorized "robot," "spider," "scraper" or other automated means.

Display the digital properties, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.

Make any commercial use of the digital properties or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.

Maintain any link to a digital properties from any commercial website, or maintain any other link that we ask you to remove.

Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the digital properties.

Use the digital properties to transmit or collect personally identifiable information about other users

Use the digital properties to advertise or promote any goods or services other than ours. This includes chain letters, junk mail, "spamming," solicitations (commercial or non-commercial), or bulk communications of any kind, including but not limited to distribution lists that include any person who has not given specific permission to be included on such a list.

Use the digital properties to send or post any message or material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. This includes material in the form of text, graphics, audio, video, or programs.

Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.

Use any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

If you violate this Section 3, we reserve the right to terminate your access to or registration on the digital properties, remove material from the digital properties, take other remedial actions, and seek any remedies permitted by law.

We will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Service contained in this Section 3.

**4. Additional terms apply if you register for or use an account on our digital properties.**

Portions of our digital properties offer you the option of signing on as a guest or registering as a member. This Section 4 states additional terms that apply to such accounts.

Parents, teachers, or administrators of a school or school district who has licensed our products and services (collectively, "Non-Student Users") who register for the digital properties are required to provide us with accurate and complete information including your name, email address, job title, phone number, school, school district, and password. You also must update your account when information you have provided to us changes. To update your account information, click on the "Your Account" link on the relevant digital property.

You authorize us to use the contact information you provide us to communicate with you about our digital properties and products, as indicated in the preferences set for your account. We do not communicate directly with students.

Students who register to use the teaching and learning resources at the direction of their teachers, school or school district administrators may provide their name, email address, class and school where they are enrolled. In some cases, Non-Student Users will provide this information to us on the students' behalf.

You are responsible for maintaining the confidentiality of your account login names and passwords, and you must not permit use of your account by anyone else. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

**5. We may change our digital properties and our offerings at any time.**

We reserve the right to take any of the following actions at our discretion at any time, and without giving you prior notice:

- Change or discontinue any digital property, and the products, promotions, and other offerings on the digital properties.

- Limit the availability of products.

- Impose conditions on the product licenses.

- Restrict or terminate your access or registration to the digital properties.

We will not be liable to you or any third party for taking any of these actions. If we terminate your access to any of the digital properties, you must immediately stop using such digital property. Upon termination, these Terms shall continue to apply to any other use of the digital properties that you are permitted to make. Any termination will not affect our rights as to any violation of these Terms by you.

**6. We retain all rights to our trademarks, copyrights and other intellectual property.**

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YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DIGITAL PROPERTIES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

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WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED IN THE DIGITAL PROPERTIES. WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE DIGITAL PROPERTIES. YOUR USE OR INABILITY TO USE THE DIGITAL PROPERTIES, OR ANY PRODUCTS PURCHASED THROUGH THE DIGITAL PROPERTIES, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY FOR OTHER DAMAGES EXCEED THE AMOUNT PAID BY YOU TO US IN CONNECTION WITH YOUR USE OF THE DIGITAL PROPERTIES (INCLUDING FOR ANY PRODUCTS PURCHASED THROUGH THE DIGITAL PROPERTIES) IN THE TWELVE MONTHS PRECEDING THE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU

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**9. If you violate these Terms, and someone makes a claim against us as a result, you must make us whole.**

You agree to defend, indemnify, and hold us harmless against any and all claims or demands, including damages, costs and expenses, or attorneys' fees arising from or related to your (or any other subscriber of your account's) use or misuse of the digital properties. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 9 without our prior written approval.

**10. Certain other miscellaneous provisions also apply.**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without giving effect to its conflict of laws provisions. By registering for or using the digital properties, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Pittsburgh, Pennsylvania.

In the event that any provision of the Terms of Use conflicts with the law under which the Terms of Use are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

We may assign its rights and obligations under these Terms of Use and upon such assignment we may be relieved of any further obligation hereunder. You represent to us that you have the authority to register with the digital properties according to these Terms of Use.

These Terms of Use and any additional terms (as such terms shall be identified when posted on the digital properties by us) constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings.

**11. If you have questions or concerns, please contact us, and we will try to resolve them.**

If you have any questions or concerns about these Terms or the digital properties, please call us toll-free at 877-401-2527 or contact us at:

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6. Renewal. If applicable, this Agreement may be renewed for one or more additional one (1) year terms by calling 1-888-851-7094 Option 8 for Order Management for further instructions and remittance of the then current applicable renewal fees. Renewals may be prepaid at any time.

7. Customer Responsibilities. Customer is responsible for the following actions: (a) determining whether the Licensed Materials will achieve the results desired; (b) procuring, installing, and operating computers and operating systems to run the Software; (c) providing a proper environment and proper utilities for the computers on which the Software operates, including an uninterrupted power supply and (d) preventing unauthorized use and copying of the Licensed Material by Customer, including its employees, faculty, and students. Customer shall permit and reasonably cooperate with efforts by Carnegie Learning to monitor, review or audit usage or copying of the Licensed Materials for purposes of assessing Customer's compliance with this Agreement.

8. Confidentiality. Customer is being provided a copy of the Licensed Materials for personal use only, subject to the terms and conditions of this Agreement. Customer shall keep such Licensed Materials in strict confidence and not disclose such Licensed Materials to any third parties (excluding employees, agents, and users of Customer having a need to know such information) except in the case of a court or administrative order and then only after the party that has rescinded the order has notified and allowed the other party to act to preserve the confidentiality of its Licensed Materials.

9. Limited Warranty. For Customers enrolled in the Carnegie Learning® Math Guarantee Program, Carnegie Learning provides a limited money back guarantee (the "Guarantee") for each student enrolled in a three year Carnegie Learning® Math track, who spends a minimum of 50 hours per year in each of three consecutive years working with the Cognitive Tutor®

Software (a "Qualified Student") but does not pass a three year math sequence.<sup>1</sup> Carnegie Learning will refund all text and software licensing fees for any Qualified Student who does not pass a Carnegie Learning® Math course at the end of year three. To qualify for the Guarantee: (i) Customer must be enrolled in the Math Guarantee Program; and (ii) Customer and Qualified Student must have complied with all of its responsibilities as described in the Carnegie Learning® School Improvement Plan for Math Guide in effect at the time such Qualified Student is enrolled in a track.

10. Disclaimer of Warranties. ANY LICENSED MATERIALS ARE FURNISHED BY CARNEGIE LEARNING ON AN "AS IS" BASIS. OTHER THAN THE FOREGOING EXPRESS WARRANTY AS SET FORTH ABOVE, CARNEGIE LEARNING MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES OF MERCHANTABILITY, OR THAT SUCH LICENSED MATERIALS WILL OPERATE FREE OF ERRORS, DEFECTS OR IN AN UNINTERRUPTED MANNER.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF PROFITS OR INABILITY TO USE. Under all circumstances, Carnegie Learning's liability to Customer with respect to this Agreement shall be limited to the total fee paid by Customer under the Agreement for the then current term. In lieu of paying such damages, Carnegie Learning may elect to replace any improperly functioning License Materials.

12. Remedy; Liquidated Damages. In the event that Customer permits unauthorized use and copying of the Licensed Material by its employees, faculty, students, or third parties, Customer shall pay to Carnegie Learning, as liquidated damages and not a penalty, an amount equal to the then current license fee for a single license for the Licensed Materials for each unlicensed copy produced, or unlicensed user granted access, to the Licensed Materials. Such liquidated damages shall be in addition to any other remedies available to Carnegie Learning in proceedings at law or in equity.

13. Assignment. Customer may assign and transfer the License Materials and all rights under this Agreement to another party provided that (i) the foregoing is transferred together with a copy of this Agreement and all written materials accompanying the Software, and (ii) the Customer gives Carnegie Learning written notice of the transfer (including in such notice the identity of the transferee), and (iii) the other party reads and agrees to accept the terms and conditions of this license.

14. Severability. If any portion of the Agreement shall be finally determined by any court or government agency of competent jurisdiction to

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<sup>1</sup> A three year math sequence includes enrollment in any Carnegie Learning Math Course over a three-year period, which may include multiple years in one or more courses if more time is needed to pass.

be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way; provided, however, that if any provision hereof is invalid or unenforceable, then a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this Agreement including the invalid and unenforceable provision.

15. No Waiver. The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right.

16. Rejection of Terms. If you decline to accept the foregoing terms, you may not launch or use the Software and Licensed Materials.

17. Choice of Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law principles. Any legal action or proceeding under or related to this Agreement shall be brought only in state or federal courts located in Pittsburgh, Pennsylvania, and Customer hereby submits to the jurisdiction and venue of such courts.

18. Entire Agreement. This Agreement constitutes the entire, final, and exclusive Agreement between the parties and may not be altered, amended, or modified except by a written instrument signed by, or electronic acknowledgement, acceptance or agreement by, duly authorized representatives of both parties. Carnegie Learning may from time to time update or amend these licensing terms. You will be notified about any updates or amendments by posting such updates or amendments on this launch site. Your continued use of the site constitutes your acceptance of the revised terms. If you do not agree with the revised terms, please discontinue your use of the site. This Agreement and all amendments to this agreement are binding upon and shall inure to the benefit of the parties hereto, their representatives, successors, and assigns.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:**  
Special Education  
Danielle Clark, Director

**AGENDA ITEM:** AGREEMENT WITH DARCY MORALES MONGE, M.S.

**BACKGROUND INFORMATION:**

School Psychologist Consultant will be administering psychoeducational assessments, developing behavior interventional plans, managing school-based strategies and interventions to address the special education needs of eligible students, measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children, interpreting results of psychological studies, and interpreting and applying State and Federal codes.

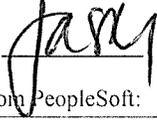
Cost implication will be \$50.00 per hour x 200 hours = \$10,000.00

**RECOMMENDATION:**

Approve the agreement with Darcy Morales Monge, M.S. as a school psychologist consultant for 2016-2017 school year at a cost not to exceed \$10,000.00 from Special Education funds.

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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

(Amount)

(Name of funding source and/or location)

(Funding account number)

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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 11<sup>th</sup> day of November, by and between the San Ysidro School District, hereinafter called the "District", and

Darcy Morales Monge, M.S.  
Company/Consultant

(619) 592-6206  
Telephone Number

3103 Kennelworth Ln, Bonita, CA 91902  
Address

tachy4@gmail.com  
Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: November 11, 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 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. All work to be performed shall be in accordance with the work described herein, subject to such direction and

# 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

(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.

<b>CONSULTANT:</b>	
Name:	Darcy Morales, M.S.
Title:	Psychologist
Address:	3103 Kennelworth Ln
City/State/Zip Code:	Bonita, CA 91902
Telephone:	(619) 592-6206
Email:	tachy4@gmail.com

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	J. Arturo Sanchez Macias	Danielle Clark
Title:	Deputy Superintendent	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 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

Darcy Morales, M.S.  
 \_\_\_\_\_  
 Firm Name

San Ysidro School District  
 \_\_\_\_\_  
 Firm Name

Signature of Authorized Agent  
 \_\_\_\_\_

Signature  
 \_\_\_\_\_

Darcy Morales, M.S.  
 \_\_\_\_\_  
 Print Name, Title

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

Date:  
 \_\_\_\_\_

Date  
 \_\_\_\_\_

(619) 592-6206  
 \_\_\_\_\_  
 Phone Number

Board Approved  
 \_\_\_\_\_

**12B.26**

**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
Darcy Morales Monge, M.S.	3106
_____	_____
_____	_____
_____	_____
_____	_____

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

Consultant  Darcy Morales Monge, M.S.

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Services include:

BASIC FUNCTION: Administering psychoeducational assessments; developing behavior interventional plans; managing school based strategies and interventions to address the special education needs of eligible students; measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children; interpreting results of psychological studies; and interpreting and applying state and federal codes.

Estimated Total Cost:

Rate per Hour: \$50.00

Hours per week: will fluctuate, depending on the needs

Total costs not to exceed \$10,000.00

//

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
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:** October 13, 2016

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

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

**AGENDA ITEM:** AGREEMENT WITH ARC FOR ATHLETIC PROGRAMS

**BACKGROUND INFORMATION:**

Administration has worked tirelessly to align our District with incredible organizations. Our goal is to provide students with the best experiences and opportunities available. The District wants to bring organizations that will provide the highest caliber of service and quality to our students.

The District unfortunately had to sever ties with an organization that was recently contracted to provide sports training and competitive athletics for our District. Unfortunately, this organization did not live up to the standards each and every one of our students rightfully deserves.

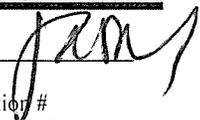
However, the District is entering into a new partnership that will provide a flourishing and well-rounded athletics program for our students. *Arc* has been recognized at the local, state, and national levels for their exceptional service, extensive enrichment catalog, and the positive change they affect in partner schools. For the past fifteen years, their award-winning after school programs have made a difference in the lives of thousands of students. Below are the programs being offered:

	Winter 2017	Spring 2017	Elementary	Middle
Soccer	x	x	x	
Basketball	x		x	
Track & Field		x	x	
Cheer	x	x		x
GOALS	x	x		x

**RECOMMENDATION:**

Approve the agreement with *arc* for athletic and sports programs during 2016-17 school year at an estimated cost of \$116,220.00 from supplemental and concentration funds.

Renewal   
  New   
  Amendment   
  Ratify   
  Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

**\$116,220.00**  
(Amount)

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

(Funding account number)

Recommended for:   
  Approval   
  Denial   
 Certification Requested   
  Yes   
  No

**Superintendent's Office Certification:**

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## PROFESSIONAL SERVICES AGREEMENT

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

Arc  
Company/Consultant

(858) 737-4383 x101

Telephone Number

4560 Alvarado Canyon Road, Suite 1h, San Diego, CA 92120  
Address

info@arc-experience.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: October 14, 2016

To: June 30, 2016

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

12B.27

Page 2 of 11

# 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

# 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

(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

## 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 \_\_\_\_\_.**

12B.27

Page 7 of 11

# 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.

<b>CONSULTANT:</b>	<b>Arc</b>
Name:	Brad Lupien
Title:	Co-Founder and Co-President
Address:	370 Amapola Avenue, Suite 208
City/State/Zip Code:	Torrance, CA 90501
Telephone:	
Email:	

<b>DISTRICT:</b>	<b>San Ysidro School District</b>	
Name:	J. Arturo Sanchez Macias	Alexis Rodriguez
Title:	Deputy Superintendent	ASES Coordinator
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. 3039
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**

Arc  
Firm Name

San Ysidro School District  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name, Title

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE 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 \_\_\_\_\_



Thank you for the opportunity to propose **arc** as an athletics provider for San Ysidro School District. **arc** has been recognized at the local, state, and national levels for our exceptional service, extensive enrichment catalog, and the positive change we affect in partner schools. For the past fifteen years, our award-winning after school programs have made a difference in the lives of thousands of students.

**arc** would be honored to design, staff, and manage a series of interscholastic sports programs for your schools. We are proposing an 8-week soccer and basketball season for 6 elementary schools this winter (January 2017 – March 2017), soccer and track & field in spring (March 2017 – May 2017), and cheer for 3 middle schools in winter and spring. Finally, we would like to offer an 6 week G.O.A.L.S club for each middle school. GOALS is our signature leadership and outdoor education club.

	winter 2017	spring 2017	ES	MS
<b>soccer</b>	x	x	x	
<b>basketball</b>	x		x	
<b>track &amp; field</b>		x	x	
<b>cheer</b>	x	x		x
<b>GOALS</b>	x	x		x

Soccer, Basketball and Track & Field would each be 8-week seasons at all 6 elementary schools. Practices will be held twice a week, either Monday and Wednesday or Tuesday and Thursday. Practice will be 1 hour. In week 4 and 8, we will host Saturday Tournament/Meets. All 6 teams will come together for a series of round robin style games. Arc will provide all the equipment, coaches, refs, supplies and a team shirt for each player. Teams will have no more than 20 students. Transportation to Tournaments/Meets is not provided.

Middle School Cheer will also practice twice a week, for 8 weeks, for one hour at each of the 3 middle schools. The team will also travel to football and basketball games to support their school. We have priced this proposal assuming the team travels to 6 games. Teams will have no more than 20 students. Transportation to games is not provided but could be for an additional fee. Uniforms are not provided.

GOALS is a series of leadership development and adventure sports. We propose a 6 week series at each middle school. Weeks 1, 3 and 5 would be 90 minute clinics on each school campus focused on problem solving, communications, leadership and social justice. Students will participate in a series of hands on games and activities around each theme. Weeks 2, 4 and 6 will be field trips to reinforce the prior week’s lesson. We will provide transportation for a 4 hour field trip to 1) hike, 2) kayak and 3) rock climb. Transportation is included. Priced for 20 students per school.



PRICING:

	per school	all schools
winter soccer	\$3,080.00	\$ 18,480.00
spring soccer	\$3,080.00	\$ 18,480.00
winter basketball	\$3,080.00	\$ 18,480.00
spring track	\$3,080.00	\$ 18,480.00
winter cheer	\$4,200.00	\$ 12,600.00
spring cheer	\$4,200.00	\$ 12,600.00
G.O.A.L.S	\$5,700.00	\$ 17,100.00
		<b>\$ 116,220.00</b>