

San Ysidro School District Governing Board

AGENDA

Thursday
September 8, 2016
5:00 p.m.

WELCOME

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

Multicultural Complex
4345 Otay Mesa Road
San Ysidro



San Ysidro School District

*Quality education and opportunity for
all students to succeed*

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

Julio Fonseca, Ed.D.
Superintendent

Please Post

NOTICE OF PUBLIC HEARING

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

Said hearing will take place on:

DATE: September 8, 2016

TIME: 5:30pm

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



San Ysidro School District

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Superintendent

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

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

Dicha sesión tendrá lugar en:

FECHA: 8 de septiembre del 2016

HORA: 5:30 pm

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: RESOLUTION DETERMINING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2016-2017

BACKGROUND INFORMATION:

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

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

RECOMMENDATION:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: *pasu*

Financial Implications?

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

Requisition #

Yes No

Yes No

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

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 16/17-0003**

**Resolution Determining Sufficiency of
Instructional Materials for 2016-2017**

On motion of Member, _____

Seconded by Member, _____

The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 8, 2016, at five thirty, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

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

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

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

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

THEREFORE IT IS RESOLVED, that for the 2016-17 school year, the San Ysidro School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED by the Governing Board on September 8, 2016 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Steven Kinney, Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 16/17-0003 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said September 8, 2016.

Steven Kinney
Clerk to the Governing Board

San Ysidro School District
 Instructional Materials
 2016 - 2017

Grade	# TEs	# Students	# Books Available	Program	Instructional Materials/Textbooks and Copyright Dates
TK (Transitional Kinder)				English Mainstream and SEI	Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Scholastic Big Day--2010 Rigby—On Our Way to English 2004-2005
				English Mainstream and SEI	Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Big Books--2008 McMillan/McGraw-Hill California Vistas—We Learn Together --2007 Rigby—On Our Way to English 2004-2005
Kinder				Dual Language	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Spanish version—Big Books---2008 McMillan/McGraw-Hill California Vistas—We Learn Together --Spanish – version —2007
				SDC	Rigby—On Our Way to English 2004-2005 Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Big Books--2008 McMillan/McGraw-Hill California Vistas—We Learn Together --2007 Rigby—On Our Way to English 2004-2005
Page 10.2 First Grade of 9				English Mainstream and SEI	Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Family & Friends—2007 Rigby—On Our Way to English 2004-2005
				Dual Language	Houghton Mifflin Reading California Medallion Edition—and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin Mathematics California Edition--2008

First Grade	Science History/Social Science ELD	McMillan/McGraw-Hill California Science --Spanish version --2008 McMillan/McGraw-Hill California Vistas—Family & Friends-- Spanish version --2007 Rigby—On Our Way to English 2004-2005					
	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition--2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Family & Friends—2007 Rigby—On Our Way to English 2004-2005	SDC				
Second Grade	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—People & Places—2007 Houghton Mifflin Medallion ELD--2011	English Mainstream and SEI				
	Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition —2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Spanish version—2008 McMillan/McGraw-Hill California Vistas-People and Places-Sp.--2007. Houghton Mifflin Medallion ELD--2011	Dual Language				
Third Grade	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 Houghton Mifflin Mathematics California Edition--2008 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—People & Places—2007 Houghton Mifflin Medallion ELD--2011	SDC				
	English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas California Communities—2007 Houghton Mifflin Medallion ELD--2011	English Mainstream and SEI				
	Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition —2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Spanish version—2008 McMillan/McGraw-Hill California Vistas—Spanish --2007 Houghton Mifflin Medallion ELD--2011	Dual Language				
	English Language Arts Mathematics Science	Houghton Mifflin Reading California Medallion Edition—2010 Houghton Mifflin Lectura California Medallion Edition —2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science—Spanish version—2007 Houghton Mifflin Medallion ELD--2011	SDC				

Third Grade				History/Social Science ELD	McMillan/McGraw-Hill California Vistas California Communities—2007 Houghton Mifflin Medallion ELD--2011
Fourth Grade	English Mainstream and SEI			English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 or Scholastic READ 180 Next Generation--2012 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State—2007 Houghton Mifflin Medallion ELD--2011
	Dual Language			Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science English —2008 McMillan/McGraw-Hill California Vistas—Our Golden State--Spanish --2007 Houghton Mifflin Medallion ELD--2011
	Newcomers			English Language Arts Mathematics Science History/Social Science ELD	Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State--2007
	SDC			English Language Arts Mathematics Science History/Social Science ELD	Steck Vaughn GATEWAYS Intensive Reading Program--2010 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Our Golden State—2007
Fifth Grade	English Mainstream and SEI			English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition—2010 or Scholastic READ 180 Next Generation Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation—2007 Houghton Mifflin Medallion ELD--2011
	Dual Language			Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition and also Houghton Mifflin Lectura California Medallion Edition—2010 Houghton Mifflin English Mathematics California Edition--2008 McMillan/McGraw-Hill California Science English —2008 McMillan/McGraw-Hill California Vistas—Una Nueva Nacion—Spanish --2007 Houghton Mifflin Medallion ELD--2011
Fifth Grade	Newcomers			English Language Arts Mathematics Science	Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008

					History/Social Science English Language Arts Mathematics Science History/Social Science	McMillan/McGraw-Hill California Vistas—Making a New Nation--2007 Steck Vaughn GATEWAYS Intensive Reading Program--2010 Houghton Mifflin Mathematics California Edition--2002 McMillan/McGraw-Hill California Science--2008 McMillan/McGraw-Hill California Vistas—Making a New Nation —2007
	SDC				English Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition —2010 Scholastic READ 180—Next Generation--2012 Houghton Mifflin Mathematics California Edition--2002 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Ancient Civilizations --2007 Cengage Learning—Composition Practice —2005 Cengage Learning —More Grammar Practice --2001
	English Mainstream and SEI				Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition —2010 Houghton Mifflin Lectura California Medallion Spanish Edition-2010 Houghton Mifflin Mathematics California Edition--2002 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Spanish version--Ancient Civilizations --2007 Cengage Learning—Composition Practice —2005 Cengage Learning —More Grammar Practice --2001
	Dual Language				Language Arts Mathematics Science History/Social Science ELD	Houghton Mifflin Reading California Medallion Edition —2010 Houghton Mifflin Lectura California Medallion Spanish Edition-2010 Houghton Mifflin Mathematics California Edition--2002 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas—Spanish version--Ancient Civilizations --2007 Cengage Learning—Composition Practice —2005 Cengage Learning —More Grammar Practice --2001
	Newcomers				English Language Arts Mathematics Science History/Social Science	Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Houghton Mifflin Mathematics California Edition--2002 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas— Ancient Civilizations --2007
	SDC				English Language Arts Mathematics Science History/Social Science	Steck Vaughn GATEWAYS Intensive Reading Program--2010 Houghton Mifflin Mathematics California Edition--2002 Prentice Hall—California Focus on Earth Science--2008 McMillan/McGraw-Hill California Vistas— Ancient Civilizations --2007
	English Mainstream				English Language Arts Mathematics Science History/Social Science	Holt, Rinehart & Winston Literature and Language Arts Course 1--2003 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition —2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008 Prentice Hall—California Focus on Life Science--2008 Holt, Rinehart & Winston—California Social Studies, World History—Medieval to Early Modern Times—2006 Cengage Learning —Composition Practice —2005 Cengage Learning —More Grammar Practice —2001
	SEI				English Language Arts	Scholastic READ 180 and/or Holt, Rinehart & Winston Literature and

**Sixth
Grade**

**Seventh
Grade**

				<p>Language Arts Course 1--2003 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008</p> <p>Prentice Hall—California Focus on Life Science--2008 Holt, Rinehart & Winston—California Social Studies, World History--Medieval to Early Modern Times—2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice —2001</p>	<p>Mathematics</p> <p>Science History/Social Science</p> <p>ELD</p>
	ELD 1-2			<p>Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008</p> <p>Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006</p>	<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p>
	ELD 3-4			<p>Hampton Brown/National Geographic INSIDE Level B and/or C--2009 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008</p> <p>Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—CA Studies, World History--Medieval to Early Modern Times—2006</p>	<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p>
	SDC			<p>READ 180 Holt, Rinehart & Winston Mathematics, Pre-Algebra, California Edition—2008 Or Holt, Rinehart & Winston Mathematics, Algebra 1, California Edition--2008</p> <p>Prentice Hall—California Focus on Life Science Holt, Rinehart & Winston—California Social Studies, World History--Medieval to Early Modern Times—2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --200</p>	<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD</p>
	Elective			<p>Prentice Hall--Realidades -- 2008</p>	<p>Spanish</p>

<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD</p>	<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD</p>	<p>Holt, Rinehart & Winston Literature and Language Arts Course 2 Holt, Rinehart Winston Mathematics, Algebra 1, CA 2008 Edition or McDougal Littell Pre-Algebra—2001 or Holt California Geometry--2008 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --2001</p>	<p>Holt, Rinehart & Winston Literature and Language Arts Course 2 Holt, Rinehart Winston Mathematics, Algebra 1, CA 2008 Edition or McDougal Littell Pre-Algebra—2001 or Holt California Geometry--2008 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --2001</p>
<p>English Language Arts</p> <p>Mathematics</p> <p>Science History/Social Science</p> <p>ELD</p>	<p>English Language Arts</p> <p>Mathematics</p> <p>Science History/Social Science</p> <p>ELD</p>	<p>Scholastic—READ 180 and/or Holt, Rinehart & Winston Literature and Language Arts Course 2 McDougal Littell Pre-Algebra—2001 or Holt, Rinehart & Winston Mathematics, Algebra 1 or Holt California Geometry--2008 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice--2005 Cengage Learning —More Grammar Practice --2001</p>	<p>Scholastic—READ 180 and/or Holt, Rinehart & Winston Literature and Language Arts Course 2 McDougal Littell Pre-Algebra—2001 or Holt, Rinehart & Winston Mathematics, Algebra 1 or Holt California Geometry--2008 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice--2005 Cengage Learning —More Grammar Practice --2001</p>
<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD 1-2</p>	<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD 1-2</p>	<p>Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Holt, Rinehart Winston Mathematics, Algebra 1, California Edition2008 or McDougal Littell Pre-Algebra—2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006</p>	<p>Hampton Brown/National Geographic INSIDE Level A and/or B--2009 Holt, Rinehart Winston Mathematics, Algebra 1, California Edition2008 or McDougal Littell Pre-Algebra—2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006</p>
<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD 3-4</p>	<p>English Language Arts Mathematics</p> <p>Science History/Social Science</p> <p>ELD 3-4</p>	<p>Hampton Brown/National Geographic INSIDE Level B and/or C--2009 Holt, Rinehart Winston Mathematics, Algebra 1, California Edition2008 or McDougal Littell Pre-Algebra—2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006</p>	<p>Hampton Brown/National Geographic INSIDE Level B and/or C--2009 Holt, Rinehart Winston Mathematics, Algebra 1, California Edition2008 or McDougal Littell Pre-Algebra—2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006</p>
<p>English Language Arts Mathematics Science History/Social Science</p> <p>ELD</p>	<p>English Language Arts Mathematics Science History/Social Science</p> <p>ELD</p>	<p>READ 180 McDougal Littell Pre-Algebra--2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --2001</p>	<p>READ 180 McDougal Littell Pre-Algebra--2001 Prentice Hall—California Focus on Physical Science--2008 Holt, Rinehart & Winston—California Social Studies, United States History Independence to 1914-----2006 Cengage Learning —Composition Practice—2005 Cengage Learning —More Grammar Practice --2001</p>
<p>Spanish</p>	<p>Spanish</p>	<p>Prentice Hall--Realidades -- 2008</p>	<p>Prentice Hall--Realidades -- 2008</p>

CONFLICT OF INTEREST

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. In accordance with law, Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision.

(cf. 9005 - Governance Standards)

The Board shall adopt a resolution that specifies the terms of the district's conflict of interest code, the district's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body.

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last statement and the date of leaving office or district employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

CONFLICT OF INTEREST (continued)

A Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the district to any course of action, or enters into any contractual agreement on behalf of the district. (2 CCR 18702.1)

A Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Conflict of Interest under Government Code 1090

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest, the district is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. One such noninterest is when a Board member's spouse/registered domestic partner has been a district employee for at least one year prior to the Board member's election or appointment. (Government Code 1091.5)

A Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Even if there is not a prohibited conflict of interest, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. *Relative* means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

CONFLICT OF INTEREST (continued)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Prohibition Against Certain Gifts/ Limitation on Campaign Contributions to Members of and Candidates for the Board

This policy applies to all Board members, and to candidates (as contemplated in Government Code 82007) and Candidate Controlled Committees ("Committee") (as contemplated in Government Code 82016) for the Board of the San Ysidro School District. The purpose of this policy is to establish an explicit and unequivocal standard for current and future Board members, candidates, and committees to follow when considering campaign contributions and gifts while they are in service to this community as Board members or running for election to the Board. Further, this policy is intended to eliminate any potential for actual or perceived bias on the part of any Board member or candidate and to prevent corruption and the appearance of corruption by limiting the size of campaign contributions.

This policy explicitly applies to gifts of all kinds, including, but not limited to, gifts of travel (as contemplated in Government Code 89506), wedding, holiday, meals or other gifts (as contemplated in Government Code 89503) and offers of employment or any other enterprise for compensation. To the extent that any aspect of this policy exceeds the requirements in Government Code 89503 or 2 CCR 18730, this policy shall provide additional prohibitions on the acceptance of contributions. Further, this policy is intended to supplement the Board's existing Conflict of Interest Policy as contained in its Bylaws.

CONFLICT OF INTEREST (continued)

Provisions of this policy that limit campaign contributions (“Contributions”) (as contemplated in Government Code 82015) apply to candidates for the Board and their committees.

For purposes of this policy, “person” shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert as contemplated in Government Code 82047.

The policy provides:

1. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that is engaged in business with the San Ysidro School District at the time the contribution is made;
2. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that, within the preceding 12 months, has submitted any proposal, whether formal or informal, verbal or in writing, to perform any business on behalf of the San Ysidro School District at the time the contribution is made;
3. Board members, candidates, and committees are prohibited from accepting gifts and contributions from any employee, agent, independent contractor, representative of any person or entity that has performed any work for compensation on behalf of the San Ysidro School District within 12 months of the time the contribution is made.
4. District employees are not prohibited from giving gifts or making contributions. Board members, candidates and committees may not solicit, directly or indirectly, a contribution from a district employee with knowledge that the person from whom the contribution is solicited is a district employee. (see California Government Code section 3205) Recipients must disclose gifts and contributions, as required under state law (Government Code section 81000 et seq.).
5. This policy, as it pertains to gifts, extends to relatives of Board members and candidates. “Relative” means an adult who is related to the member by blood or affinity within the third degree, or an individual in an adoptive relationship within the third degree. (Education Code 35107(e).) A gift given to a relative of a Board member shall be considered a gift to the Board member if evidence suggests that the donor has a purpose to influence the official (as contemplated in 2 CCR 18943)

The Board shall review this policy in even-numbered years and it shall provide officers, employees, consultants and members of the community adequate notice and a **10** opportunity to present their views as to any proposed changes.

CONFLICT OF INTEREST (continued)**Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term *honorarium* does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

*Legal Reference:*EDUCATION CODE1006 *Qualifications for holding office*35107 *School district employees*35230-35240 *Corrupt practices, especially:*35233 *Prohibitions applicable to members of governing boards*41000-41003 *Moneys received by school districts*FAMILY CODE297.5 *Rights, protections, and benefits of registered domestic partners*GOVERNMENT CODE1090-1099 *Prohibitions applicable to specified officers*1125-1129 *Incompatible activities*81000-91014 *Political Reform Act of 1974, especially:*82011 *Code reviewing body*87100-87103.6 *General prohibitions*87200-87210 *Disclosure*87300-87313 *Conflict of interest code*87500 *Statements of economic interests*89501-89503 *Honoraria and gifts*91000-91014 *Enforcement*PENAL CODE85-88 *Bribes*CODE OF REGULATIONS, TITLE 218110-18997 *Regulations of the Fair Political Practices Commission, especially:*18702.5 *Public identification of a conflict of interest for Section 87200 filers*COURT DECISIONS*Klistoff v. Superior Court*, (2007) 157 Cal.App.4th 469*Thorpe v. Long Beach Community College District*, (2000) 83 Cal.App.4th 655*Kunec v. Brea Redevelopment Agency*, (1997) 55 Cal.App.4th 511

CONFLICT OF INTEREST (continued)

Legal Reference: (continued)

ATTORNEY GENERAL OPINIONS

- 92 Ops. Cal. Atty. Gen. 26 (2009)
- 92 Ops. Cal. Atty. Gen. 19 (2009)
- 89 Ops. Cal. Atty. Gen. 217 (2006)
- 86 Ops. Cal. Atty. Gen. 138(2003)
- 85 Ops. Cal. Atty. Gen. 60 (2002)
- 82 Ops. Cal. Atty. Gen. 83 (1999)
- 81 Ops. Cal. Atty. Gen. 327 (1998)
- 80 Ops. Cal. Atty. Gen. 320 (1997)
- 69 Ops. Cal. Atty. Gen. 255 (1986)
- 68 Ops. Cal. Atty. Gen. 171 (1985)
- 65 Ops. Cal. Atty. Gen. 606 (1982)
- 63 Ops. Cal. Atty. Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw
adopted: October 19, 1987
revised: October 30, 2014
amended: November 12, 2015
amended:

SAN YSIDRO SCHOOL DISTRICT
San Ysidro, California

10.3

Page 7 of 11

CONFLICT OF INTEREST

**RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the San Ysidro School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the San Ysidro School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW, THEREFORE, BE IT RESOLVED that the San Ysidro School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 8th day of September, 2016 at a meeting, by the following vote:

AYES: ____ NOES: ____ ABSENT: ____

Attest:

Secretary/President

CONFLICT OF INTEREST (continued)**Conflict of Interest Code of the
San Ysidro School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX**Disclosure Categories**

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)**Designated Positions**

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Deputy Superintendent	1
Chief Operating Officer	2
Assistant Superintendent of Educational Services	2
Executive Director of Human Resources	2
Executive Director of Curriculum, Instruction and Innovation	2
Coordinator of Special Services	2
Principal	2
Assistant Principal	2
Director of Maintenance, Operations, Transportation and Facilities	2
Director of Special Education	2
Director of Information Management Services	2
Director of Child Development	2
Coordinator of Pre-school and Child Development Programs	2
Director of Child Nutrition Services	2
Assistant Director of Child Nutrition Services	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement

CONFLICT OF INTEREST (continued)

4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: NOMINATIONS- CSBA DIRECTORS-AT-LARGE, ASIAN/PACIFIC ISLANDER AND HISPANIC

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). Annually, CSBA in accordance with its Bylaws, begins the process of nominations for Directors-at-Large. All nominees must serve on a CSBA member board and each nomination board must certify that the nominee has consented to run. The election of these two-year seats will take place at the Delegate Assembly meeting in San Francisco, November 30 and December 1, 2016.

The CSBA Board of Directors adopt the vision, mission and goals of the association. They provide advocacy on behalf of children, public education, local boards and the association. The Directors-at-Large, Asian/Pacific Islander and Hispanic serve as members of the Board of Directors. Directors are expected to attend five meetings each year, as well as other CSBA functions and events.

The current Directors-at-Large are as follows:

- Asian/Pacific Islander – Robert Gin (Alhambra USD)
- Hispanic – Kathryn Ramirez (Salinas Union HSD)

RECOMMENDATION:

Accept nominations for the CSBA Directors-at-Large, Asian/Pacific Islander and Hispanic.

Renewal New Amendment Ratify Other

Business Services Reviewed: John

Financial Implications?

Are funds for this item included 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



August 1, 2016

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Chris Ungar, President

SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Director-at-Large Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 30, 2016**. Nomination forms and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Marriott Marquis on November 30 and December 1. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education.

The U.S. Postal Service postmark or email nominations@csba.org **deadline for the nomination form and the required two letters of recommendation is Friday, September 30.**

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
 - 1) CSBA member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "On behalf of the board..."
 - 2) Individual board member from a CSBA member district or COE
 - 3) Board member organization

Candidate Form: A signed and dated candidate form completed by the nominee is due to CSBA by **Friday, October 7.** *(The candidate form and two letters of recommendation will be in the Delegate Assembly agenda packet exactly as submitted.)*

For further information, please contact the Executive Office at 800-266-3382.

2016 Director-at-Large, Asian/Pacific Islander and Hispanic Nomination Form



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

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, September 30, 2016**.

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or	
County Office Board of Education voted to nominate _____	
<i>(Nominee name)</i>	
as a candidate for the following Director-at-Large position: <i>(please indicate)</i>	
<input type="checkbox"/> Director-at-Large, Asian Pacific Islander	
<input type="checkbox"/> Director-at-Large, Hispanic	
The nominee is a member of the _____ School District	
or County Office Board of Education, which is a member of CSBA. The nominee has	
been contacted and has given their permission to be nominated.	
_____	_____
<i>Signature of the Board Clerk or Board Secretary</i>	<i>Date</i>

By US Postal Service, please mail your **nomination form and two letters of recommendation to:**

Chris Ungar, President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691

Or you may Email: nominations@csba.org



Board of Directors

Roles and responsibilities

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

Statewide leadership

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

Regional and constituency leadership

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

Corporate responsibilities

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

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

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

BACKGROUND INFORMATION:

The Compact for Success Program is now in the 18th year of operation. Through the Compact For Success Program, students who complete the A-G college entrance requirements with a "B" average or better, are offered enrollment to San Diego State University. Through a collaborative arrangement with the San Diego State University, 7th grade students from Ocean View Hills, Willow and San Ysidro Middle Schools will attend and participate in the Compact for Success Campus Visit at San Diego State University on Saturday, October 29, 2016.

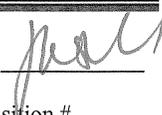
Seventh grade students will be allowed to bring 1 parent or guardian – 18 years of age or older. This is a very engaging and instructive event for our youngsters and their family members. Students and parents will participate in a general session with guest speakers, attend seminar groups and tour the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

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

RECOMMENDATION:

Approve the participation of Seventh grade students from 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.

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

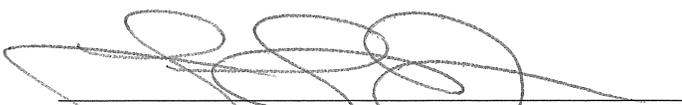
\$3,500.00
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services,
Tony Hua, Assistant Superintendent

AGENDA ITEM: EDUCATIONAL FIELD TRIPS FOR 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.

Here are the destinations of the field trips:

- | | | |
|----------------------------------|----------------------------------|--------------------------|
| • Old Town, San Diego | • University of CA San Diego | • Fire House Visit |
| • Cabrillo National Monument | • Vista Terrace Swimming Pool | • Children's Museum |
| • Birch Aquarium | • Suzie's Farm | • Old Globe Theater |
| • Mission San Diego de Alcalá | • LEGOLAND | • SY Public Library |
| • Rueben H. Fleet Science Center | • USS Midway Museum | • Miramar Air Show |
| • Air and Space Museum | • John's Incredible Pizza | • Living Coast Discovery |
| • San Diego Zoo | • Natural History Museum | • Larsen Field Park |
| • SeaWorld | • Casa Familiar | • Museum of Man |
| • San Diego State University | • Point Loma Nazarene University | • Knott's Berry Farm |
| • Southwestern College | • AMC Movie Theater | • Museum of Tolerance |
| • Mission Trails | • Aquatica | • Pump It Up |

RECOMMENDATION:

Approve 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.

Renewal New Amendment Ratify Other

Business Services Reviewed: *jam*

Financial Implications?

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

Requisition #

Yes No

Yes No

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 2016-17

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: La Mirada Elementary - M. Delgadillo 6th Grade

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Old Town San Diego State Historic Park San Diego, CA	District Bus for approximately 60 students and 6 chaperones.	LCAP	Students will experience aspects of the California/Mexican period of California history in Old Town San Diego. Exhibits include visit to a working blacksmith shop, Wells Fargo History Museum, Mason Street School, Mormon Battalion Memorial which provides a glimpse into challenges of traveling across the US during the 1840's.
Mission San Diego de Alcalá San Diego, CA	District Bus for approximately 60 students and 6 chaperones.	LCAP	Students will study the Spanish period of California history when the California Mission system was established. Will study interactions between Kumeyaay, Spanish, Mexican, Anglo cultures as part of understanding of effect of Spanish arrival for California.
Cabrillo National Monument	District Bus for approximately 60 students and 6 chaperones.	LCAP	Students will explore tide pools as part of their 6 th grade science curriculum as well as be explore Kumeyaay culture along with arrival of the Spaniards into the California. (Working on additional opportunities for visiting Cabrillo).
Birch Aquarium	District Bus for approximately 60 students and 6 chaperones.	LCAP	Discover an ocean full of adventure at Birch Aquarium. Lead your classes along the Pacific coast as they explore the exhibits of cool northern waters down to tropical coral reefs in Baja California, Mexico. Make sure to stop by the <i>Tide-pool Plaza</i> , outdoor shark display, <i>Boundless Energy</i> , <i>There's Something About Seashores</i> and <i>Feeling the Heat: The Climate Challenge</i> exhibits.
Rueben H. Fleet Science Center	District Bus for approximately 60 students and 6 chaperones.	LCAP	National Parks Adventure movie. Support Obama's outdoor initiative for Sixth Graders. The giant screen film <i>National Parks Adventure</i> takes audiences on the ultimate off-trail adventure into the nation's awe-inspiring great outdoors and untamed wilderness. Moviegoers will soar over red rock canyons, hurtle down steep mountain peaks.

Field Trip Submission 2016-17

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: La Mirada Elementary - Maura Dunn Room 11 4th Grade

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Old Town San Diego State Historic Park San Diego, CA	District Bus for approximately 60 students and 6 chaperones.	LCAP	Students will experience aspects of the California/Mexican period of California history in Old Town San Diego. Exhibits include visit to a working blacksmith shop, Wells Fargo History Museum, Mason Street School, Mormon Battalion Memorial which provides a glimpse into challenges of traveling across the US during the 1840's.
Mission San Diego de Alcalá San Diego, CA	District Bus for approximately 60 students and 6 chaperones.	LCAP	Students will study the Spanish period of California history when the California Mission system was established. Will study interactions between Kumeyaay, Spanish, Mexican, Anglo cultures as part of understanding of effect of Spanish arrival for California.
Cabrillo National Monument	District Bus for approximately 60 students and 6 chaperones.	LCAP	Students will explore tide pools as part of their 4 th grade science curriculum as well as be explore Kumeyaay culture along with arrival of the Spaniards into the California. (Working on additional opportunities for visiting Cabrillo).
Birch Aquarium	District Bus for approximately 60 students and 6 chaperones.	LCAP	Discover an ocean full of adventure at Birch Aquarium. Lead your classes along the Pacific coast as they explore the exhibits of cool northern waters down to tropical coral reefs in Baja California, Mexico. Make sure to stop by the <i>Tide-pool Plaza</i> , outdoor shark display, <i>Boundless Energy</i> , <i>There's Something About seashores</i> and <i>Feeling the Heat: The Climate Challenge</i> exhibits.
Rueben H. Fleet Science Center	District Bus for approximately 60 students and 6 chaperones.	LCAP	National Parks Adventure movie. Support Obama's outdoor initiative for Fourth Graders. The giant screen film <i>National Parks Adventure</i> takes audiences on the ultimate off-trail adventure into the nation's awe-inspiring great outdoors and untamed wilderness. Moviegoers will soar over red rock canyons, hurtle down steep mountain peaks.

Field Trip Submission 2016-17

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: La Mirada - Ms. Guzman

Location of Field Trip	Transportation (bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
Sea World San Diego Teachers: Hernandez, Railey, Delgadillo, Santos, Guzman, Vallin	District bus for approximately 160 6 th grade students (mainstream and SDC) and 55 chaperones. Total approximately 215 passengers.	LCAP	SeaWorld's Instructional Field Trip program supports California Science Content Standards and the National Science Education Standards in the following areas: Ecosystems, animal habitats and diversity, animal conservation, water conservation, principles of buoyancy. Students will engage in pre and post activities targeting the aforementioned standards.
Air & Space Museum Balboa Park Nov. 10, 2016	District Bus for approximately 160 students and 19 chaperones. (total 180)	Museum not charging	Students will work on a pre- activity related to space flight using a timeline. Upon return students discuss impact humans have had on space exploration. Students will be exposed to an extensive knowledge of air and space history, technology and interpretive skills. Covers Science standards: Core ESS1: Earth's Place in the Universe, ESS1.A: The Universe and Its Stars ESS1.B: Earth and the Solar System
University of California, San Diego October 12, 2016 Teachers: Hernandez, Railey, Delgadillo, Santos, Guzman, Vallin	District Bus for approximately 160 students and 16 chaperones. (total approximately 180)	No charge from UCSD for tour	The purpose of this visit to expose and create an early awareness in students about attending a college or university. They will attend a tour, which will familiarize them with the campus and provide them information on the requirements for applying and acceptance, as well as give them an insight as to what are the skills a student needs to develop to be college ready. Upon their return, students will use the information they obtained, brochures, and other research they gathered to write an expository essay on admittance requirements and preparation needed to attend college.
San Diego Zoo Teachers: Hernandez, Railey, Delgadillo, Santos, Guzman, Vallin	District Bus for approximately 160 students and 32 chaperones. (total approximately 192)	No charge for entrance	La Mirada 6th grade students will have the opportunity to visit and experience, observe and explore the animal exhibits and encounters at the zoo that support 6 th grade curriculum. They will witness first-hand the animals' ecosystems and how they exchange energy and nutrients among themselves

Field Trip Submission 2016-17

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: La Mirada Mrs. Santos Macias

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Sea World San Diego Teachers: Hernandez, Railey, Delgadillo, Santos, Guzman, Vallin	District bus for approximately 160 6 th grade students (mainstream and SDC) and 55 chaperones. Total approximately 215 passengers.	LCAP	SeaWorld's Instructional Field Trip program supports California Science Content Standards and the National Science Education Standards in the following areas: Ecosystems, animal habitats and diversity, animal conservation, water conservation, principles of buoyancy. Students will engage in pre and post activities targeting the aforementioned standards.
Air & Space Museum Balboa Park Nov. 10, 2016	District Bus for approximately 160 students and 19 chaperones. (total 180)	Museum not charging	Students will work on a pre- activity related to space flight using a timeline. Upon return students discuss impact humans have had on space exploration. Students will be exposed to an extensive knowledge of air and space history, technology and interpretive skills. Covers Science standards: Core ESS1: Earth's Place in the Universe, ESS1.A: The Universe and Its Stars ESS1.B: Earth and the Solar System
University of California, San Diego October 12, 2016 Teachers: Hernandez, Railey, Delgadillo, Santos, Guzman, Vallin	District Bus for approximately 160 students and 16 chaperones. (total approximately 180)	No charge from UCSD for tour	The purpose of this visit to expose and create an early awareness in students about attending a college or university. They will attend a tour, which will familiarize them with the campus and provide them information on the requirements for applying and acceptance, as well as give them an insight as to what are the skills a student needs to develop to be college ready. Upon their return, students will use the information they obtained, brochures, and other research they gathered to write an expository essay on admittance requirements and preparation needed to attend college.
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Field Trip Submission 2016-17

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: La Mirada Ms. Vallin

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Vista Terrace Swimming Pool	Walking for approximately 200 students	LCAP	Physical Education Standards 6.5, and 6.6 Education Code Section 51210 a minimum of 200 minutes each ten days Pre-trip assignment: explain methods of monitoring heart intensity Post-trip assignment: list long term benefits of participation of regular physical activity

Field Trip Submission 2016-17

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: La Mirada (Vega and Morquecho)

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Rueben H. Fleet Museum 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 Physical Science. Students will explore Rueben H. Fleet Museum in Balboa Park identifying Magnets, Static electricity, and Electric Circuits. Upon return students will follow up with a post activity to reinforce the learning of the 4 th grade Science standards for Physical science and making an Electromagnet.
San Diego Zoo San Diego, CA	District Bus for approximately 50 students and 10 chaperones.		Students will work on a pre-activity aligned to the California Science Standards related to the eco-systems. Students will explore the Zoo, identifying different eco-systems. Upon return students will follow up with a post activity to reinforce the learning of the standards by a flip chart of different animals and their ecosystems.
San Diego Mission San Diego, CA	District Bus for approximately 50 students and 10 chaperones		Students will work on a pre-activity aligned to the California Science Standards related to the California Missions. Students will explore Mission San Diego on a guided tour, learning about the social, political, cultural, and economic life and interactions among people of California. Upon return students will follow up with a post activity to reinforce the learning of the standards by completing a mission project/report.
Old Town San Diego, CA	District Bus for approximately 50 students and 10 chaperones		Students will work on a pre-activity aligned to the California Science Standards related to the Mexican Rancho Periods. Students will explore Old Town on a guided tour, learning about the social, political, and economic life in California from the establishment of the Bear Flag Republic through the Mexican-American War, the Gold Rush, and the granting of statehood. Upon return students will follow up with a post activity to reinforce the learning of the standards by completing a banner of the state's symbols and a timeline of the period.
Sea World San Diego, CA	District Bus for approximately 50 students and 10 chaperones		Students will work on a pre-activity aligned to the California Science Standards related to the Animal Adaptations and eco-systems. Students will explore Sea World, identifying different eco-systems of the animals and the adaptations they have. Upon return students will follow up with a post activity to reinforce the learning of the standards by completing a research report on an ocean animal of their choice.

Field Trip Submission 2016-17

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: San Ysidro Middle School

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Example: 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...
Museum of Tolerance Los Angeles, Ca	District bus for approx. 200 students and 10 chaperones	Unrestricted Funds	Students will complete an evidence chart as a pre-writing activity correlating the Diary of Anne Frank and the Holocaust. Upon returning students will follow up with writing assignment regarding similarities and connections between the experience of Anne Frank and the Jewish community. <u>Common Core ELA Standards:</u> RI.8.1, RI.8.2, RI.8.3, RI.8.4; W.8.2, W.8.4, W.8.5, W.8.9; SL.8.1; L.8.2, L.8.4, L.8.5
Museum of Man and Air Space Museum San Diego	District bus for approx. 200 students and 10 chaperones (we have applied for a transportation scholarship from the Museum of Man	Unrestricted Funds	Students will complete a pre-write assignment outlining how ancient civilizations that were established in Egypt helped form the geographic, political, economic, religious, and social structures of the civilizations that are covered in 7 th grade History standards. Upon returning students will use information from the visit to MoM to write a multi paragraph essay that focuses on the establishment of civilizations. They will use evidence from museum notes to support their ideas. They will edit their response for grammar, spelling and word choice.
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Field Trip Submission 2016-17

School Name: Smythe Elementary

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
San Diego Zoo San Diego, CA	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards LS2c & LS4c related to the ecosystems and adaptations. Students will explore the zoo, observe animals in their habitat, and take note of adaptations.
Reuben H. Fleet Science Center, Balboa Park	District bus for approximately 150 people	LCAP	Students will work on a pre-activity aligned to the California Science Standards PS2.1 & PS2A related to cause/ effect and forces in motion. Students will observe and take note of these in the gallery exhibits at the center.

Field Trip Submission 2016-17

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: Sunset Elementary School

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
5 th grade-National History Museum, Balboa Park San Diego, CA	District Bus for approximately 128 students and 7 chaperones.	Museum Sponsors	Students will work on a pre-activity aligned to the California Science Standards (2a-g) related living organisms and their function. Students will receive an interactive experience and investigate the marvels of natural engineering in living organisms. Upon returning to school, students will follow up with a post activity to reinforce the learning of the standards by using interactive media and the scientific model.
6 th grade Museum of Man, Balboa Park San Diego, CA	District Bus for approximately 131 students and 7 chaperones.	LCAP	As a culminating part of their social studies curriculum students will get to experience a number of dynamic anthropological exhibits regarding evolution and places throughout the Americas and around the world. This will put in perspective the slow change of organisms over time and how they adapted to different conditions over time in order to survive. Students will also see and experience artifacts, visuals, and models of human ancestors and create parallel timelines.
3 rd grade- Community Field Trip (McDonalds) San Ysidro, CA	Walking Distance/Bus (during lunch time)	No Cost	Students will work on pre-activity aligned to Social Studies Standards (Soc. Science 3.5) where students demonstrate basic economic reasoning skills and an understanding of the economy of the local region. Students will have a guided tour of the restaurant and see how things work behind the scenes. Upon returning to school, students will do a writing activity that provided an understanding of the economy and the local region.
3 rd grade Mission Trails	District Bus for approximately 112 students and 6 chaperones.	LCAP	Students will culminate their social studies unit on the Kumeyaay Indians of Southern California. Teachers are offering a fieldtrip to the Father Junipero Serra Trail, in which; Students will have the opportunity to learn about extended social studies for the Kumeyaay Indians of Southern California with guided instruction and reaffirm what they learned in this class.
4 th grade- San Diego Zoo	District Bus for approximately 103 students and 6 chaperones.	LCAP	Fourth grade life science 2.b All organisms need energy and matter to live and grow. As a basis for understanding this concept; Producers and consumers related to food chains and webs.
2 nd grade- Old Globe Theatre	District Bus for approximately 100 students and 5 chaperones.	LCAP	Students will be able to learn and practice to: recount or describe key ideas or details presented orally or throughout other media. Ask and answer questions in order to clarify comprehension or deeper understanding of a subject.

Field Trip Submission 2016-17

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: Sunset Elementary School

Kinder- Sea World	District Bus for approximately 85 students and 5 chaperones.	LCAP	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
1 st grade/SDC- Sea World	District Bus for approximately 92 students and 5 chaperones.	LCAP	Under guided instruction, students will learn how living organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
Kinder- San Diego Zoo	District Bus for approximately 85 students and 5 chaperones.	LCAP	Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
2 nd grade- San Diego Zoo	District Bus for approximately 100 students and 5 chaperones.	LCAP	Under guided instruction, the class will learn organisms depend on one another and on their environment for survival. Students will also explore various animal habitats and learn how animals survive under different climates and conditions.
1 st grade/SDC- LEGOLAND	District Bus for approximately 92 students and 5 chaperones.	LCAP	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
2 nd grade- LEGOLAND	District Bus for approximately 100 students and 5 chaperones.	LCAP	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
3 rd grade- LEGOLAND	District Bus for approximately 112 students and 6 chaperones.	LCAP	Under guided instruction, the class will learn and apply California Science Standards to define a simple design problem Students will identify simple machines and its purpose, they will be participating in building their own models for these machines and how they operate in the real world.
4 th grade- LEGOLAND	District Bus for approximately 103 students and 6 chaperones.	LCAP	Under guided instruction, the class will learn and apply 4 th grade science standards for Investigation and Experimentation: 6.a Differentiate observation from inference (interpretation) and know scientists' explanations come from what they observe and partly from how they interpret their observations., 6.c Formulate and justify predictions

Field Trip Submission 2016-17

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: Sunset Elementary School

4 th grade- Old Town	District Bus for approximately 103 students and 6 chaperones.	LCAP	based on cause and effect relationships., 6.f.Follow a set of written instructions for a scientific investigation.
3 rd grade- John's Incredible Pizza	District Bus for approximately 112 students and 6 chaperones.	LCAP	Fourth grade students study California as part of their social study standards. We learn about the first Californians (Native Americans) and Spanish explorers/ settlers coming to California. In Old Town San Diego, California's Birth place, students will be able to take a tour that begins with a history review in which each student is dressed in an item of clothing representative of one of Sab Diego's four historic communities: Kumeyaay, Spanish, Mexican, and American. The tour will conduct students through El Campo Santo, the first in-town cemetery; Mason Street School; a California adobe house... and more! Prior to this field trip students will learn about the food pyramid and how to use it. The teachers and students will review the optimal amount of servings to be eaten each day from each of the basic food groups (e.g. milk, cheese, cereals, breads, vegetables, etc.). These foods provide appropriate nutritional content and is affordable and accessible to most of the population and is the most important to eat and to healthy living. Teachers will use the standards on human body in correlation to healthy living. John's will reinforce and teach a lesson in their tour about portion control and how to eat and play in a healthy way
5 th grade- John's Incredible Pizza	District Bus for approximately 128 students and 7 chaperones.	LCAP	Prior to this field trip students will learn about the food pyramid and how to use it. The teachers and students will review the optimal amount of servings to be eaten each day from each of the basic food groups (e.g. milk, cheese, cereals, breads, vegetables, etc.). These foods provide appropriate nutritional content and is affordable and accessible to most of the population and is the most important to eat and to healthy living. Teachers will use the standards on human body in correlation to healthy living. John's will reinforce and teach a lesson in their tour about portion control and how to eat and play in a healthy way. Finally, students will make their own pizzas slicing them into fractions and equivalent fractions.
6 th grade- Aquatica Page 12 of 23	District Bus for approximately 131 students and 7 chaperones.	LCAP	Students will learn about science, technology, engineering, and math (STEM). Some projects students will do prior to the fieldtrip will be designing their park, naming coordinates, calculating slopes, midpoints, distances, converting to actual dimensions, writing linear equations, solving for systems of linear equations, and a post written reflection.

Field Trip Submission 2016-17

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: Vista Del Mar Kindergarten and TK

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
1. The San Diego Zoo	District Bus for approximately 150 students and 30 adults		<p>Standard: LS1.C: Organization for Matter and Energy Flow in Organisms All animals need food in order to live and grow. They obtain their food from plants or from other animals. Plants need water and light to live and grow. (K-LS1-1)</p> <p>Students will work on a unit aligned to the California Science Standards related to the zoo Animals. Students will explore the zoo, identifying mammals, birds, reptiles, amphibians, and insects.</p> <p>Upon return students will follow up with a post activity to reinforce the learning of the standard in their journals</p>
2. Suzie's Farm	District Bus for approximately 150 students and 30 adults		<p>LS1.C: Organization for Matter and Energy Flow in Organisms All animals need food in order to live and grow. They obtain their food from plants or from other animals. Plants need water and light to live and grow. (K-LS1-1)</p> <p>Students will work on a Unit aligned to the California Science Standards related to Farm Plants and Animals. Students will explore the zoo, identifying mammals, birds, reptiles, amphibians, and insects.</p> <p>Upon return students will follow up with a post activity to reinforce the learning of the standard in their journals</p>

Field Trip Submission 2016-17

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: Vista Del Mar - 1st Grade

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Example: 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...
Birch Aquarium	District bus for 140 students		Students will work on how plants and animals meet their needs in different ways. They will also work on how Weather can be observed, measured, and described.
Natural History museum	District bus for 140 students		Students will work on how plants and animals meet their needs in different ways.

Field Trip Submission 2016-17

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: Vista Del Mar 2nd grade Team

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
LEGOLAND California Carlsbad, CA	District Bus for approximately 130 students and 6 chaperones. (2 students are from Mr. Gacuya SDC class)	LCAP	<p>Students will work on a pre-activity aligned to the California Science Standards related Engineering Design and Matter and Its' Interactions. Students will have hands on interaction with Legos to construct and build cars testing the principle of inertia, wind speed, friction, and wind resistance. Upon return students will follow up with a post activity to reinforce the learning of the standard:</p> <p>K-2 Matter and Its Interactions 2-PS1-3. Make observations to construct an evidence-based account of how an object made of a small set of pieces can be disassembled and Made into a new object.</p> <p>K-2 Engineering Design K-2-ETS1-1. Define a simple problem that can be solved through development of a new or improved object or tool. K-2-ETS1-2. Develop a simple physical model to illustrate how the shape helps it function to solve a given problem. K-2-ETS1-3. Test two objects designed to solve the same problem to compare strengths and weaknesses of each.</p> <p>Mathematics – MP.2 Reason abstractly and quantitatively. MP.5 Use appropriate tools strategically.</p>
USS Midway Museum San Diego, CA	District Bus for approximately 130 students and 6 chaperones. (2 students are from Mr. Gacuya SDC class)	LCAP	<p>History-Social Science (2.5). Students in grade two explore the lives of actual people who make a difference in their everyday lives and learn the stories of extraordinary people from history whose achievements have touched them, directly or indirectly.</p>

Field Trip Submission 2016-17

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: Vista Del Mar 3rd Grade

Location of Field Trip	Transportation (bus, walking, Charter, etc)	Funding	Background info (Please Justify)
Example: 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...
Sea World	Bus		Pre-activity lessons aligned to the CA Sci. Standards related to life science. This field trip will be the closure to the CA Sci. Standards Life Science chapters.
Reuben H Fleet Center	Bus		Pre-activity lessons aligned to the CA Sci. Standards related to science chapter on matter. This trip will be the closure to our unit.

Field Trip Submission 2016-17

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: Willow School

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
Kinder: San Diego Zoo	School Bus for 90 students and 20 chaperons	Fundraising/donation	Students will work on activity aligned to California Science Standard during the month and observe/study animal behavior at the zoo.
Kinder: Casa Familiar, SY Ca.	School Bus for 90 students and 20 chaperons	Fundraising/donation	Students will be presented with a social studies lesson in class-Workers in their Community and reinforced through a play presented at the Casa familiar center.
Kinder: Fire House Visit, San Ysidro	School Bus for 60 students and 20 chaperons	Fundraising/donation	Students will be presented with the Social Studies Unit on Community and Fire Safety.
Kinder: Children's Museum, San Diego California	School Bus for 90 students and 20 chaperons	Fundraising/donation	Students will be exposed to fine arts as well as receive an arts painting lesson.
1st Grade: San Diego Zoo (1 st Grade Teachers)	School Bus (1 st Grade students. Approx. 117 students plus 4 teachers)	Fundraising/donation	STLS3-1 Make observation to construct evidence-based account that young animal and plants are alike... Students will be studying a Science Unit about "Animals and their Needs." Before visiting the zoo, students will be assigned an animal (mammal, reptile, bird,) that they would have to observe and investigate their main characteristics. Post-Visit students will present in class (poster) information about their favorite animal.
1st Grade: LEGOLAND (1 st Grade Teachers)	School Bus (1 st Grade students. Approx. 117 students plus 4 teachers)	Fundraising/donation	Math CCSS G1, G2: Students will apply to participate in LEGOLAND's Science, Technology, Engineering and Math educational Programs such as the Tall Towers instructor guided classes. Social Studies: Students will be able to visit and explore "Mini Land USA" scale model that features U.S. symbols and monuments. Post Activity: Math Students will build a model of 2 or 3 dimensional shapes with different geometric shapes Social Studies: - Students individual Poster Presentation / U.S. Symbols and monuments/

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
<p>1st Grade: Old Globe Theater "The Grinch Who stole Christmas" (1st Grade Teachers)</p>	<p>School Bus (1st grade students. Approx. 117 students plus 4 teachers)</p>	<p>Fundraising/donation</p>	<p>CCSS.ELA-Literacy.RL.1.1 Ask and answer questions about key details in a text. CCSS.ELA-Literacy.RL.1.2 Retell stories, including key details, and demonstrate understanding of their central message or lesson. CCSS.ELA-Literacy.RL.1.3 Describe characters, settings, and major events in a story, using key details</p> <p>English Language Development / Vocabulary Music/ Art -Reading story (Story structure) / Reading Comprehension Post Activity: Compare and Contrast Play and Book</p>
<p>1st Grade: San Ysidro Public Library (1st Grade)</p>	<p>School Bus (1st grade students. Approx. 117 students plus 4 teachers)</p>	<p>No cost</p>	<p>Social Studies "My Community and their resources." Students will obtain their library card and would be aware of the services that our San Ysidro Library offers</p>
<p>2nd Grade: Children's Museum San Diego, CA</p>	<p>District Bus for approximately 115 students and 10 chaperones.</p>	<p>Fundraising/donation</p>	<p>Students will work on a pre-activity aligned to the California Social Studies Standards related to how art influences society. This is part of the Social Studies state curriculum. Upon return students will follow up with a post activity to reinforce the learning of the standards SS 2.5</p>
<p>2nd Grade: Zoo San Diego, CA</p>	<p>District Bus for approximately 115 students and 10 chaperones.</p>	<p>Fundraising/donation</p>	<p>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,</p>
<p>2nd Grade: Fire Station Visit San Ysidro, CA</p>	<p>District Bus for approximately 115 students and 10 chaperones. Different days since they can only accommodate one class per visit</p>	<p>No cost</p>	<p>Students will work on a pre-activity aligned to the California Social Studies Standards related to community leaders. Also, is related to one of our informational stories in Language Arts. Upon return students will follow up with a post activity to reinforce the learning of the standards RI 2.1,</p>

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
3rd Grade: San Diego Zoo (3 rd Grade Teachers)	District Bus for approximately 120 students and 24 chaperones.	Fundraising/donation	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore the San Diego Zoo, identifying the physical adaptations that help animals and plant survive in their habitat. Upon return students will research an animal and how it survives in its environment.
3rd Grade: Pump It Up (3 rd Grade Teachers)	District Bus for approximately 120 students and 24 chaperones.	Fundraising/donation	Physical Education: Students work on developing cardiovascular stamina in a challenging environment that requires use of all gross motor skills, aligned with the California fitness P.E. standards. Students will write an opinion about the most challenging activities.
3rd Grade: Vista Terrace Pool (3 rd Grade Teachers)	District Bus for approximately 120 students and 24 chaperones.	Fundraising/donation	Physical Education and Awareness of Community Resources: Students work on developing cardiovascular stamina in an aquatic environment that requires use of all gross motor skills, aligned with the California fitness P.E. standards. Students will write an explanatory essay comparing land-based exercise and aquatic exercises.
3rd Grade: LEGOLAND (3 rd Grade Teachers)	District Bus for approximately 120 students and 24 chaperones.	Fundraising/donation	Students will work on a pre-activity related to common core math standards in measurement and elapse time. Students will research, develop a schedule, and read maps to locate pre-planned activities.
3rd Grade: Sea World (3 rd Grade Teachers)	District Bus for approximately 120 students and 24 chaperones.	Fundraising/donation	Students will study plant and animal life aligned to the California Science Standards of adaptations and physical structures for survival. Students will explore Sea World, identifying the physical adaptations that help animals and plant survive in their aquatic habitat. Upon return students will research an aquatic animal and how it survives in its environment.
4th Grade: Sea World San Diego, CA	District Bus for approximately 135 students and chaperones	Fundraising/donation	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 environmental 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.

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
<p>4th Grade: LEGOLAND San Diego, CA</p>	<p>District Bus for approximately 135 students and chaperones</p>	<p>Fundraising/donation</p>	<p>Students will work on a pre-activity aligned to the California Common Core Math Standards related to measurement, fractions, and number lines. Students will use number lines to identify the number of students</p>
<p>4th Grade: Missions of San Diego San Diego, CA</p>	<p>District Bus for approximately 135 students and chaperones</p>	<p>Fundraising/donation</p>	<p>Students will work on a pre-activity aligned to the California Missions</p>
<p>4th Grade: Miramar Air Show San Diego, CA</p>	<p>District Bus for approximately 135 students and chaperones</p>	<p>Free tickets</p>	<p>Motion of objects. Electric currents, motors and electromagnets.</p>
<p>4th Grade: San Diego Zoo San Diego, CA</p>	<p>District Bus for approximately 135 students and chaperones</p>	<p>Free tickets</p>	<p>Food web. Food chains. Living things need energy. Plants and Sunlight. Microorganisms.</p>
<p>4th Grade: Children's Museum San Diego, CA</p>	<p>District Bus for approximately 135 students and chaperones</p>	<p>Fundraising/donation</p>	<p>Differentiate observation from inference (*interpretation and know scientists explanation. Test Predictions from experiments and draw conclusions. Motors at work.</p>
<p>4th Grade: Ruben H. Fleet Science Center San Diego, CA</p>	<p>District Bus for approximately 135 students and chaperones</p>	<p>Fundraising/donation</p>	<p>Differentiate observation from inference (*interpretation and know scientists explanation. Test Predictions from experiments and draw conclusions. Motors at work. Environmental changes the earth.</p>
<p>5th Grade : San Diego Zoo</p>	<p>District Bus for approximately 120 students and 25 chaperones.</p>	<p>Free</p>	<p>Students will work on a pre-activity aligned to the California ELA/writing Standards related to the pros and cons of animals living in zoos. Upon return students will follow up with a post activity to reinforce the learning of the standards...</p>
<p>5th Grade : Living Coast Discovery Center</p> <p style="text-align: right;">11A.2 Page 20 of 23</p>	<p>District Bus for approximately 120 students and 25 chaperones.</p>	<p>Fundraising/donation</p>	<p>Food Chain Hunt (5) Kick starts your ecology knowledge with a fun exploration of the Sweetwater Marsh Refuge. What better way to study ecology, then become an ecologist yourself? Students will study important aspects of ecology such as adaptations, predator-prey relations, and the recycling of organic matter. Then students will apply their new knowledge by looking for evidence of different animal species while hiking the trails around the refuge. 5th Grade Standards CCSS: ELA-SL – 1; L – 6 NGSS: LS2-1, LS2.A, LS2.B</p>

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
5 th Grade: LEGOLAND	District Bus for approximately 120 students and 25 chaperones.	Fundraising/donation	<p>Science, Technology, Engineering and Math (STEM) Field Trip visits include:</p> <ul style="list-style-type: none"> • 45 minute educational program OR self-guided option with no instructional program • Fun, educational LEGO building with LEGOLAND Staff. • Teacher Guides include in-Park discovery, after-visit worksheets, and Next Generation Science Standards and Common Core references. • Applied learning on life-sized machines – our rides! • Jr. Engineer student certificates
5 th Grade: Larsen Field	Walking	Fundraising/donation	Last day of school celebration. Incorporating Peace Building standards as well as physical education standards.
6 th Grade: Museum of Man SEPT 21 San Diego, CA	District Bus for approximately 136 students and 10 chaperones.	FREE/Fundraising/donation	Students will work on understanding the early and physical and cultural development of humankind from the Paleolithic era to the agricultural revolution. Upon return students will follow up with a post activity to reinforce the learning of the standards...
6 th Grade: Museum of Man FEBRUARY 22 San Diego, CA	District Bus for approximately 136 students and 10 chaperones	Free/Fundraising/donation	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
6 th Grade: Midway APRIL 5 San Diego, CA	District Bus for approximately 136 students and 10 chaperones	Free/Donations/Apply for scholarship	Students will work on Thermal Energy with midways aligned curriculum for 6 th grade. Students will take notes in a journal and will return to school and present in small groups to promote teamwork and collaboration.
6 th Grade: 6 th grade camp MAY 8-12 Camp Cuyamaca	District Bus for approximately 136 students and 2 chaperones	Donations fund 6 th grade fundraising	Students will work on a pre-activity aligned to Camp Cuyamaca outdoor activities.
6 th Grades: End of the year Exploration June 1-21 Willow School	At school site	Free	The end of the year exploration will reinforce social skills and integration of students with special needs. Activities will be based on building character traits and defining the role of how self-esteem plays a role in as healthy life.

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
<p>7th Grade: Visit to San Diego Outlets at the Border</p>	<p>Walking</p>	<p>None</p>	<p>Students will experience hands-on learning from different vendors to learn skills needed for various careers within the many industries represented at the Outlets. Students will be prepped prior to visit on vocabulary terms used in the field, dressing for success, how to prepare for a presentation, hand-shaking, etc.</p>
<p>8th Grade: SDSU (Mr. Albarran, 8th Grade Teacher)</p>	<p>School Bus (8th grade students. Approx. 110 students plus 4 teachers)</p>	<p>Fundraising/donation</p>	<p>Students will tour campus in order to understand the importance to attend college and create goals to become college bound. Upon return student will write one page essay explaining what a – g requirements they need to attend college. Students will need to outline the cost of attending college from their first year to graduation. Including cost per unit, numbers of units require, and housing cost. Students will tour campus in order to understand the importance to attend college and create goals to become college bound. Upon return student will write one page essay explaining what a – g requirements they need to attend college. While visiting the tide-pools student will have hands on experience with numerous plants and invertebrates as well as become aware of how tide-pools form and provide habitat for this organism. Upon return student will work in small groups to create power point presentations about tide-pool marine life.</p>
<p>8th Grade: Point Loma Nazarene University (Mr. Albarran, 8th Grade Teacher)</p>	<p>School Bus (8th grade students. Approx. 110 students plus 4 teachers)</p>	<p>Fundraising/donation</p>	<p>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.</p>
<p>Spec. Ed. Students: San Diego Balboa Park (Mrs. Beltran)</p>	<p>District Bus for approx. 45 students/ 10 chaperones</p>	<p>Fundraising/donation</p>	<p>Speaking and Listening Comprehension and Collaboration Common Core Standards</p>
<p>Spec. Ed. Students: Southwestern College Open House (Mrs. Beltran)</p>	<p>District Bus for approx. 45 students/ 10 chaperones</p>	<p>Fundraising/donation</p>	<p>Students will learn about academic programs, talk to professors in different fields of study, engage in presentations from the K-9 units, SWAT teams, first-aid activities in the nursing lab, eating lunch with college students, and touring the college campus.</p>

Location of Field Trip	Transportation (Bus, walking, Charter, etc.)	Funding	Background info (Please Justify)
Spec. Ed. Students: SY Fire Station (Mrs. Beltran)	walking	No funds required	Meet firefighters, paramedics, and see the equipment used to keep our neighborhoods safe. Upon return the students will create a project explaining what they learned about fire safety. CCSS SL 4.1 Engage in a range of collaborative discussions, RL 4.1. Refer to details and examples in a text.
Spec. Ed. Students: San Diego Zoo (Mrs. Beltran)	District Bus for approx. 45 students/ 10 chaperones	Fundraising/donation	Students will work on a pre-activity aligned to the CA CCSS Food web. Food chains. Living things need energy. Plants and Sunlight. Microorganisms.
Spec. Ed. LEGOLAND/ SEA LIFE AQUARIUM (Mrs. Beltran)	District Bus for approx. 45 students/ 10 chaperones	Fundraising/donation	Students will work on a pre-activity aligned to the California Common Core Math Standards related to measurement, fractions, and number lines. Learn about: Sea life conservation, mammals, vertebrates, and "touch pools."
Spec. Ed. Students: Sea World (Mrs. Beltran)	District Bus for approx. 45 students/ 10 chaperones	Fundraising/donation	Students will work on a pre-activity aligned to the CA CCSS Food web. Food chains. Living things need energy. Plants and Sunlight. Microorganisms.
Spec. Ed. Students: Palm Promenade Movie Theater (Mrs. Beltran)	District Bus for approx. 45 students/ 10 chaperones	Fundraising/donation	CCSS SL 4.1. Engage in collaborative discussions. Practice social skills in a real life setting: make safe choices in a public setting, follow assigned rules, take turns, respect private property, and manners.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: JOINT HOMELESS & AB 490 FOSTER CARE DISTRICT LIAISON MEETINGS

BACKGROUND INFORMATION:

The Tri-annual Joint Homeless & Foster Care Liaison Meetings for San Diego County AB 490 & McKinney-Vento School District Liaisons are designed for School Homeless and Foster Care Liaisons.

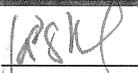
Meetings during school year 2016-17 are scheduled as follows:

- September 19, 2016
- January 23, 2017 and
- May 9, 2017

RECOMMENDATION:

Approve the attendance and participation of Veronica Medina and Omar Calleros to the Joint Homeless & AB 490 Foster Care District Liaison Meetings at the San Diego County Office of Education on the following dates: September 19, 2016, January 23 and May 9, 2017 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

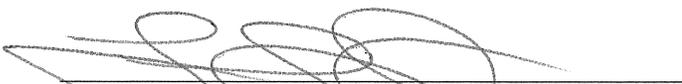
N/A
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AFTER SCHOOL EDUCATION AND SAFETY (ASES), 21ST CENTURY
COMMUNITY LEARNING CENTERS (21ST CCLC) TRAINING

BACKGROUND INFORMATION:

The San Diego County Office of Education's Expanded Learning Programs Administrative Support Center Team will be providing information on basic ASES grant and attendance requirements and best procedural practices.

RECOMMENDATION:

Approve the attendance and participation of Alexis Rodriguez, Coordinator of the ASES Programs to the San Diego County Office of Education's After School Education and Safety (ASES), 21st Century Community Learning Centers (21st CCLC) Training for supervisors and line staff to be held on September 30, 2016 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

N/A
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: CHANGE OF FUNDING - ANNUAL SUMMIT ON STUDENT
ENGAGEMENT AND ATTENDANCE

BACKGROUND INFORMATION:

This summit will encourage and inspire educators and community partners to work together to decrease truancy. This summit will provide participants with strategies and resources to increase student engagement, promote a positive school climate and improve parental involvement. When these three factors are combined, the foundation for student success is reinforced. Participants can expect to learn proven practices shared from colleagues and experts in the field of student attendance.

Sessions will include:

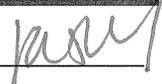
- Engaging LGBTQ Youth in School
- Marijuana Trends
- Restorative Practices in a SARB Setting
- Self-Care for Educators and Practitioners
- Impact of Mentoring on Attendance
- Parent Engagement
- SARB/SART Essentials
- Truancy Diversion Court & DA Mediation Updates

This Summit was Board approved on August 23rd, but there is a change in the funding that will be used to pay for registration fees.

RECOMMENDATION:

Approve the attendance and participation of Tony Hua, Veronica Medina, Jorge Von Borstel, Adriana Garcia, Maida Gonsales, Marisela Gonzalez, Veronica Aguayo, Karina Kaai, Rafael Estrada, Nirvana Bustos and Monica Olivan to the Annual Summit on Student Engagement and Attendance in San Diego on September 9, 2016 at a cost not to exceed \$550.00 from Title II funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

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

Yes No

Requisition #

\$550.00
(Amount)

Title II 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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: BEST BEHAVIOR: BUILDING POSITIVE BEHAVIORAL INTERVENTIONS AND SUPPORTS

BACKGROUND INFORMATION:

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

RECOMMENDATION:

Approve the attendance and participation of Daniele Clark, Jannette Ridgels, Roberto Carrillo, Catalina Jauregui, Marisela Lozano, David Alvarado, Denise Villezcas, Claudio Zuazo, Rafael Estrada, Sylvia Armenta, Josefina Villegas, Alexander Gacuya, Austen McClain, Saul Gonzalez and Maria Rodriguez to the Best Behavior: Building Positive Behavioral Interventions and Supports training to be held on September 21-22, 2016 in San Diego at a cost not to exceed \$1,125.00 from Educator Effectiveness and supplemental and concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: pm

Financial Implications?

Yes No

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

Yes No

Requisition # from PeopleSoft:

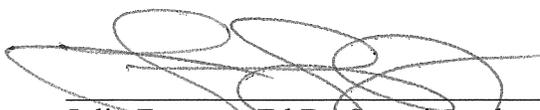
\$1,125.00
(Amount)

Educator Effectiveness 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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: EDUPOINT NATIONAL USERS CONFERENCE

BACKGROUND INFORMATION:

Edupoint's 2016 National Users Conference will take place November 3-4 at the Disneyland Hotel in Anaheim, CA. The Users Conference gives the participants the opportunity to connect with the products, trends, and people at the forefront of the K-12 student information and special education data management industry.

Conference attendees can expect:

- Over **80 breakout sessions** - with sessions for all levels of Synergy experience
- A new track designed for Curriculum & Instruction staff, focused on standards-based grading, LMS, and assessment
- A dedicated track of customer-led presentations focused on the end-users experiences with Synergy
- Enhanced networking opportunities, including Birds of a Feather sessions and Breakfast with Edupoint Experts
- Expanded Open Forum hours for scheduled one-on-one instruction and Q&A with Edupoint solution experts
- Hands-on "computer-lab sessions" for in-depth training
- Complimentary Wi-Fi throughout the conference center

Cost implications include: Registratation fees, lodging, parking, mileage and meals.

RECOMMENDATION:

Approve the attendance and participation of 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 to the Edupoint National Users Conference in Anaheim on November 3 & 4, 2016 at a cost not to exceed \$12,000.00 from Title II funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: *post*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$12,000.00
(Amount)

Title II 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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: CALIFORNIA MATHEMATICS CONFERENCE

BACKGROUND INFORMATION:

The 57th Annual CMC-South Mathematics Conference will be held in Palm Springs on November 4 & 5, 2016. Teachers will be able to choose from more than 280 sessions offered by top mathematics educators from California and the United States.

Some of the topics that our teachers will learn about at the different sessions are:

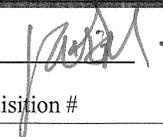
- The latest about upcoming standardized assessments.
- How to implement the new California Common Core State Standards for Mathematics in the classroom.
- Orchestrate the Common Core Mathematics classroom for the benefit of all students, including English language learners, under-represented students and students with special needs.
- Attend sessions geared toward STEM learning, College and Career Readiness, and technology.
- Innovative teaching strategies from the best mathematics leaders.
- Implement the Eight Standards for Mathematical Practice in the classroom.

Cost implications include: Registration fees, lodging, parking, mileage, meals to be covered by EFF and substitute teachers' cost, which will be covered from supplemental and concentration funds.

RECOMMENDATION:

Approve the attendance and participation of 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 and Maria Diaz to the California Mathematics Conference in Palm Springs on November 4 & 5, 2016 at a cost not to exceed \$20,000.00 from Educator Effectiveness and 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

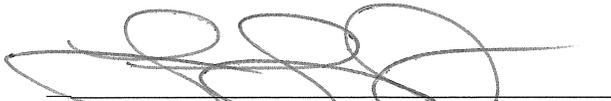
\$20,000.00
(Amount)

Educator Effectiveness 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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

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: PURCHASING REPORT

BACKGROUND INFORMATION:

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

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period of August 11th, 2016 through August 31st, 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.

Renewal New Amendment Ratify Other

Business Services Reviewed: *[Signature]*

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:

[Signature]
Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000000418	8/16/2016	002990	ULINE	PUBLICATIONS SUPPLIES	0100	00000000	51.84
0000000418	8/16/2016	002990	ULINE	PUBLICATIONS SUPPLIES	0100	00000000	223.56
0000000422	8/17/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	00000000	5,616.00
0000000423	8/17/2016	001725	SPINAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	00000000	1,814.08
0000000423	8/17/2016	001725	SPINAR/PRESENTATION PRODUCTS	INSTRUCTIONAL SUPPLIES	0100	00000000	114.00
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	765.68
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	1,254.53
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	686.66
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	510.30
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	683.64
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	384.48
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	605.07
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	218.70
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	934.20
0000000424	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	00000000	193.10
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	269.57
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	222.70
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	54.24
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	199.37
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	43.04
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0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	99.19
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	77.70
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	56.76
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0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	630.99
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	33.73
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	62.00
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	9.59
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	11.79
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	158.33
0000000425	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	81.29
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	00000000	28.43

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	9.07
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	57.16
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	571.61
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	364.93
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	59.82
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	-
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	299.11
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	25.90
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	42.51
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	169.97
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	233.44
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	705.09
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	79.16
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0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	7.72
0000000426	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	5.90
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0000000429	8/17/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	2,059.34
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0000000430	8/17/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	3315000	10.80
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0000000430	8/17/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	3315000	53.30
0000000430	8/17/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	3315000	12.96
0000000430	8/17/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	3315000	17.91
0000000430	8/17/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	3315000	45.36
0000000430	8/17/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	3315000	5.59
0000000436	8/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	140.29
0000000436	8/19/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	52.91
0000000437	8/19/2016	004571	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	5,702.40
0000000438	8/19/2016	001532	UNISOURCE WORLDWIDE INC.	PUBLICATION SUPPLIES	0100	0000000	775.98
0000000439	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	129.11
0000000439	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	299.11
0000000439	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	65.18
0000000439	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	979.29
0000000439	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	547.40

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0000000439	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	816.59
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	42.64
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	201.59
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	34.47
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	35.58
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	114.33
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,495.53
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	457.01
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	19.44
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	155.63
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	234.90
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,175.15
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	73.84
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	816.59
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	729.86
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	239.28
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	124.01
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	9.59
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	11.79
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	18.84
0000000440	8/19/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	56.76
0000000441	8/19/2016	000651	CSBA	REGISTRATION FEE	0100	0300101	510.00
0000000441	8/19/2016	000651	CSBA	REGISTRATION FEE	0100	0300102	510.00
0000000441	8/19/2016	000651	CSBA	REGISTRATION FEE	0100	0300103	510.00
0000000441	8/19/2016	000651	CSBA	REGISTRATION FEE	0100	0300104	510.00
0000000441	8/19/2016	000651	CSBA	REGISTRATION FEE	0100	0300105	760.00
0000000443	8/19/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEE	0100	6500000	360.00
0000000444	8/22/2016	004830	THE TITAN GROUP, PROFESSIONAL	PROFESSIONAL SERVICES	0100	0000000	9,955.00
0000000445	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	5,001.26
0000000445	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	5,295.46
0000000445	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	3,168.72
0000000446	8/22/2016	002580	COOLE SCHOOL	INSTRUCTIONL SUPPLIES	0100	0000000	1,109.92
0000000446	8/22/2016	002580	COOLE SCHOOL	INSTRUCTIONL SUPPLIES	0100	0000000	30.24
0000000446	8/22/2016	002580	COOLE SCHOOL	INSTRUCTIONL SUPPLIES	0100	0000000	696.92
0000000447	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	593.98
0000000448	8/22/2016	004830	THE TITAN GROUP, PROFESSIONAL	PROFESSIONAL SERVICES	0100	0000000	5,762.50

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0000000449	8/22/2016	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	6264000	8,700.00
0000000449	8/22/2016	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	6264000	5,800.00
0000000449	8/22/2016	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	6264000	4,370.00
0000000449	8/22/2016	0000000091	AVID CENTER	CONTRACTED SERVICES	0100	6264000	3,695.00
0000000450	8/22/2016	000343	PAMELA L. MCDANIEL	CONTRACTED SERVICES	0100	6500000	10,000.00
0000000451	8/22/2016	002032	ASELTINE SCHOOL	CONTRACTED SERVICES	0100	6500000	122,396.40
0000000452	8/22/2016	004543	SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES	0100	0000000	939.44
0000000453	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	1,906.20
0000000454	8/22/2016	001775	STAPLES, INC.	INSTRUCTIONAL SUPPLIES	0100	4203000	601.02
0000000459	8/22/2016	000140	SAM & ROSE STEIN EDUCATION	CONTRACTED SERVICES	0100	6500000	51,040.02
0000000460	8/22/2016	002976	FEDEX	POSTAGE	0100	6500000	500.00
0000000461	8/22/2016	0000000092	SCHOOLMATE	INSTRUCTIONAL SUPPLIES	0100	0000000	147.42
0000000461	8/22/2016	0000000092	SCHOOLMATE	INSTRUCTIONAL SUPPLIES	0100	0000000	1,137.24
0000000462	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	5,833.62
0000000462	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	7,628.58
0000000462	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	2,993.11
0000000463	8/22/2016	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	57,920.88
0000000464	8/22/2016	004774	THINK TOGETHER	PROFESSIONAL SERVICES	0100	9065005	936,658.00
0000000465	8/22/2016	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	984.20
0000000465	8/22/2016	003888	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	958.40
0000000466	8/22/2016	003524	ACE COOLING & FREEZING	CONTRACTED SERVICES	0100	8150000	356.84
0000000467	8/22/2016	000530	NATIONAL SCHOOL DISTRICT	CONTRACTED SERVICES	0100	0982000	400.00
0000000468	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	1,130.76
0000000468	8/22/2016	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	881.28
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	221.18
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	75.56
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	201.59
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	110.59
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	8.60
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	458.09
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	189.97
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	385.43
0000000469	8/22/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	383.62
0000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	5.59
0000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	25.90
0000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.06

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000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.33
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	13.81
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	64.78
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	38.86
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	58.26
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	83.08
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	64.77
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	113.32
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	12.28
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	11.65
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	6.45
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.01
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	11.86
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	22.67
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	29.65
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	20.47
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.79
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.12
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.89
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	29.06
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.24
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	35.62
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	26.99
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	6.03
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.01
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	64.79
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	97.39
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	52.91
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	7.33
000000470	8/22/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	24.61
000000471	8/23/2016	0000000068	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	632,937.25
000000473	8/24/2016	00117A	UNITED STATES POSTAL SERVICE	POSTAGE	0100	0000000	3,000.00
000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	10.25
000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	62.63
000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	2.37
000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	2.37

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0000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	4.50
0000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	10.80
0000000474	8/24/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3315000	30.22
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	4.08
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	3.20
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	8.62
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	1.71
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	10.21
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	9.62
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	12.63
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	6.36
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	1.60
0000000475	8/24/2016	001487	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	3315000	1.88
0000000476	8/24/2016	000548	NEXT DAY PRINTED TEES	UNIFORMS	0100	0000000	986.06
0000000476	8/24/2016	000548	NEXT DAY PRINTED TEES	UNIFORMS	0100	0000000	1,225.92
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	82.71
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	62.41
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.93
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	15.33
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	30.22
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	26.89
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	263.43
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.05
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	7.55
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	32.39
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	21.59
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	21.59
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	37.97
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.46
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	17.69
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.35
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	26.99
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	60.46
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	18.34
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	49.23
0000000477	8/25/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	20.50

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0000000478	8/25/2016	0000000068	P.I.P.S.	SAFETY CREDIT CONTRIBUTION	0100	0000000	15,000.00
0000000479	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	151.06
0000000479	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	470.56
0000000479	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	20.52
0000000479	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	234.90
0000000479	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	391.72
0000000479	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	152.44
0000000481	8/26/2016	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	32.40
0000000482	8/26/2016	003909	TEAMTALK NETWORK	CONTRACTED SERVICES	0100	0982000	4,000.00
0000000483	8/26/2016	002776	CPI	REGISTRATION FEE	0100	6500000	2,670.00
0000000484	8/26/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATON FEE	0100	6500000	475.00
0000000484	8/26/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATON FEE	0100	6500000	90.00
0000000484	8/26/2016	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATON FEE	0100	6500000	160.00
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	85.32
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	42.12
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	87.48
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	56.70
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	40.50
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	43.15
0000000485	8/26/2016	002326	THERAPRO, INC.	INSTRUCTIONAL SUPPLIES	0100	6500000	48.55
0000000486	8/26/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	184.36
0000000486	8/26/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	31.32
0000000486	8/26/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	348.62
0000000487	8/29/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0300070	79.16
0000000488	8/29/2016	004623	DIALCOM SYSTEMS GROUP, INC	CONTRACTED SERVICES	0100	8150000	3,000.00
0000000489	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	6500000	1,320.41
0000000490	8/29/2016	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	392.69
0000000490	8/29/2016	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	2,953.15
0000000490	8/29/2016	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	2,953.15
0000000490	8/29/2016	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	1,427.76
0000000490	8/29/2016	003221	HOUGHTON MIFFLIN COMPANY	INSTRUCTIONAL SUPPLIES	0100	6500000	7,128.00
0000000492	8/29/2016	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	95.00
0000000492	8/29/2016	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	95.00
0000000492	8/29/2016	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	570.00
0000000492	8/29/2016	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	380.00
0000000492	8/29/2016	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	190.00

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0000000492	8/29/2016	0000000093	FIREWATCH	CONTRACTED SERVICES	0100	8150000	526.73
0000000493	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	6500000	913.62
0000000493	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	6500000	793.74
0000000494	8/29/2016	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	1,740.96
0000000494	8/29/2016	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	923.40
0000000494	8/29/2016	003113	PHONAK HEARING SYSTEMS	INSTRUCTIONAL SUPPLIES	0100	6500000	108.00
0000000495	8/29/2016	0000000094	ADVANCED BIONICS LLC	INSTRUCTIONAL SUPPLIES	0100	6500000	97.20
0000000496	8/29/2016	003573	R&L PERFORMANCE AUTO SERVICE	CONTRACTED SERVICES	0100	0982000	2,147.10
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	688.36
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	1,376.73
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	688.36
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	917.82
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	688.36
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	458.91
0000000497	8/29/2016	000544	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	1,606.18
0000000498	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	157.25
0000000498	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	117.94
0000000498	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	235.87
0000000498	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	78.62
0000000498	8/29/2016	003852	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	235.87
0000000499	8/29/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	339.66
0000000500	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL ACESORIES	0100	0490000	194.40
0000000501	8/29/2016	004678	AMAZON.COM, INC.	EQUIPMENT	0100	0000000	754.92
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	45.55
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.28
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	29.65
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	23.32
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	224.62
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	258.34
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	258.34
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	315.35
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	36.28
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	86.18
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	27.19
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	3.45
0000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	237.36

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	45.33
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	135.59
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	34.54
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	215.78
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	46.63
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	19.43
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4.32
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	21.27
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	79.37
000000502	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	10.79
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	7,962.79
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	2,462.08
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	7,639.60
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	1,072.17
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	1,021.90
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	1,020.87
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	1,711.37
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	882.36
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	1,062.94
000000503	8/29/2016	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	4203000	1,633.39
000000504	8/29/2016	003529	WESTERN GRAPHIX	TRANSPORTATION SUPPLIES	0100	0982000	263.28
000000506	8/29/2016	002874	ACSA	DUES & MEMBERSHIP	0100	0000000	1,525.00
000000506	8/29/2016	002874	ACSA	DUES & MEMBERSHIP	0100	0000000	450.00
000000507	8/29/2016	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	929.42
000000507	8/29/2016	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	630.05
000000507	8/29/2016	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	26,785.00
000000507	8/29/2016	000379	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	252.00
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4.74
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	57.24
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	50.65
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	20.63
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	63.72
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	5.79
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	29.16
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	25.27
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	168.48

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000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	67.82
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	11.28
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4.21
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	14.29
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	17.60
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	37.26
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	37.26
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	40.07
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	75.60
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	16.09
000000508	8/29/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	432.00
000000509	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	14.64
000000509	8/29/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	14.64
000000510	8/29/2016	002153	HARBOR FREIGHT TOOLS	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	45.12
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	7.56
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	64.69
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	86.29
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	242.73
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	118.69
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	296.73
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	302.18
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	24.17
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	14.03
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	37.79
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	68.45
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	73.85
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	31.31
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	39.95
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00
000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	0000000	15.00

PO No.	PO Date	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	21.05
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	21.05
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	42.98
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	110.14
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	81.86
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	52.78
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	10.90
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	16.08
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	32.16
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	48.24
0000000511	8/30/2016	000809	OFFICE DEPOT	OFFICE DEPOT	0100	00000000	11.87
0000000512	8/30/2016	001178	SAN DIEGO COUNTY	PUBLICATIONS SUPPLIES	0100	00000000	183.60
0000000512	8/30/2016	001178	SAN DIEGO COUNTY	PUBLICATIONS SUPPLIES	0100	00000000	550.80
0000000512	8/30/2016	001178	SAN DIEGO COUNTY	PUBLICATIONS SUPPLIES	0100	00000000	388.80
0000000513	8/30/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	65000000	711.72
0000000513	8/30/2016	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	65000000	754.92
0000000514	8/30/2016	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	00000000	183.60
0000000514	8/30/2016	000041	BEAR COMMUNICATIONS, INC.	OFFICE SUPPLIES	0100	00000000	1,077.30
0000000515	8/30/2016	002539	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	09820000	1,138.22
0000000518	8/30/2016	002529	GCR TIRES&SERVICE	TRANSPORTATION DEPT.	0100	09820000	5,000.00
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	321.84
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	75.49
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	107.89
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	171.72
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	258.98
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	21.38
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	1,209.92
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	733.32
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	1,209.92
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	626.40
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	538.92
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	7,585.92
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	2,190.24
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	75.49
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	26.95
0000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	00000000	19.33

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000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	259.04
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	797.04
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	161.89
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	257.04
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	816.48
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	386.64
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	264.60
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	291.28
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	248.40
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	300.24
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	300.24
000000520	8/30/2016	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0000000	80.95
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	17.37
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	8.47
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	49.68
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	75.60
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	13.42
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	16.74
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	14.57
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	46.42
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	38.23
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	40.18
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	37.58
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	6.12
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	28.58
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	48.21
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	2.70
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	10.96
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	12.20
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	50.65
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	18.36
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	5.72
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	15.66
000000521	8/30/2016	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	216.00
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	12,281.33
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	16,560.80

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000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	16,411.41
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	12,838.43
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	16,475.05
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	10,948.00
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	28,100.04
000000522	8/30/2016	002386	RENAISSANCE LEARNING INC.	CONTRACTED SERVICES	0100	0000001	2,800.00
000000523	8/30/2016	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	3010000	421.20
000000524	8/30/2016	000279	COURTNEY TIRE SERVICE	CONTRACTED SERVICES	0100	0982000	4,000.00
000000525	8/30/2016	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	4203000	-
000000525	8/30/2016	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	4203000	1,580.00
000000525	8/30/2016	001906	LEARNING A-Z	CONTRACTED SERVICES	0100	4203000	1,580.00
000000527	8/31/2016	0000000037	CM SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	0100	4203000	91.75
000000528	8/31/2016	004823	CABLE, PIPE & LEAK DETECTION,	CONTRACTED SERVICES	0100	8150000	270.00
000000529	8/31/2016	002016	EDUCATIONAL DATA SYSTEMS	OFFICE SUPPLIES	0100	0000000	1,998.70
000000530	8/31/2016	004788	JASPERTRONICS	IT SUPPLIES	0100	0000000	809.89
000000530	8/31/2016	004788	JASPERTRONICS	IT SUPPLIES	0100	0000000	853.20
000000530	8/31/2016	004788	JASPERTRONICS	IT SUPPLIES	0100	0000000	1,285.20
000000531	8/31/2016	004164	N2Y INC	CONTRACTED SERVICES	0100	6500000	958.00
000000532	8/31/2016	002844	SAN DIEGO COUNTY OFFICE OF	INSTRUCTIONAL SUPPLIES	0100	6500000	44.55
000000533	8/31/2016	003589	THE MUSIC STUDIO	INSTRUCTIONAL SUPPLIES	0100	0000000	153.36
000000533	8/31/2016	003589	THE MUSIC STUDIO	INSTRUCTIONAL SUPPLIES	0100	0000000	56.16
000000533	8/31/2016	003589	THE MUSIC STUDIO	INSTRUCTIONAL SUPPLIES	0100	0000000	12.96
000000533	8/31/2016	003589	THE MUSIC STUDIO	INSTRUCTIONAL SUPPLIES	0100	0000000	15.12
Total for 0100							2,231,587.86
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	341.82
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	13.82
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	22.25
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	15.47
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	115.50
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	77.70
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	200.98
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	76.43
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	220.26
000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	237.85

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0000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	283.50
0000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	29.99
0000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	58.76
0000000427	8/17/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	63.94
0000000472	8/24/2016	003507	DEPARTMENT OF SOCIAL SERVICES	LICENSING FEES	1200	6105000	217.00
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	222.70
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	201.44
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	199.50
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	341.82
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	25.90
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	293.67
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	27.10
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	792.83
0000000480	8/25/2016	000136	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	1200	6105000	283.50
Total for 1200							4,363.73
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	56.12
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4.73
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	9.70
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	81.57
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	18.35
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	83.01
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	38.40
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	39.07
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	7.54
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	47.50
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	38.86
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	53.89
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	32.29
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	23.32
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	12.41
0000000442	8/19/2016	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	5.57
0000000455	8/22/2016	004310	ISITE SOFTWARE, LLC	CONTRACTED SERVICES	1300	5310000	990.00
0000000456	8/22/2016	002419	CINTAS CORPORATION NO. 3	CONTRACTED SERVICES	1300	5310000	10,000.00
0000000457	8/22/2016	003147	CALIFORNIA DEPARTMENT OF	CONTRACTED SERVICES	1300	5310000	48.28

PO No.	PO Date	Supplier	Supplier	Supplier	PO Ref	Fund	Resource	Total by Account
0000000458	8/22/2016	0000000088	TECH-24		CONTRACTED SERVICES	1300	5310000	5,000.00
0000000491	8/29/2016	003147	CALIFORNIA DEPARTMENT OF		CAFETERIA FOOD	1300	5310000	845.00
0000000505	8/29/2016	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5310000	269.73
0000000516	8/30/2016	004464	EDUCATION MANAGEMENT		CONTRACTED SERVICES	1300	5310000	3,550.00
0000000517	8/30/2016	004678	AMAZON.COM, INC.		CAFETERIA SUPPLIES	1300	5310000	680.02
0000000526	8/31/2016	0000000049	TEKVISIONS, INC		CAFETERIA EQUIPMENT	1300	5454000	6,037.20
							Total for 1300	27,972.56
							Grand Total	2,263,924.15

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 08, 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 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 from the following sources:

General Fund - \$409,091.03
Cafeteria Fund - \$35,783.22
Child Development Fund- \$217.00
Building Fund- \$242,242.00

RECOMMENDATION:

Approve/Ratify 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.

Renewal New Amendment Ratify Other

Business Services Reviewed: *JASF*

Financial Implications?

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

Requisition #

Yes No

Yes No

\$687,334.15
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PeopleSoft Accounts Payable
 AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-08-16

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004226 - BLUE COAST CONSULTING	14151210	55.00	11	55.00		55.00	2110	9010000	0000	8100	5800010	022		

Business Unit Total: \$55.00

880

2016-08-17

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000717 - HOLLANDIA DAIRY INC.	14151664	10,371.13	1802640	10,371.13	00000002 99	10,371.13	1300	5310000	0000	3700	4700001	085		
001958 - LLOYD PEST CONTROL CO.	14151665	1,700.00	LLOYD JUNE&JULY	1,700.00	00000003 28	1,700.00	0100	8150000	0000	8100	5600005	070		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14151666	12,812.34	16072901 4	12,627.21	00000002 35	12,627.21	1300	5310000	0000	3700	4700001	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14151666	12,812.34	16080303 3	185.13	00000002 60	185.13	1300	5310000	0000	3700	4700002	085		
004765 - PLATINUM PARTY RENTALS	14151667	466.00	34281-3	466.00	00000003 76	466.00	0100	3010005	0000	3900	5600001	061		
004775 - AFFORDABLE GREASE PUMPING	14151668	340.00	151855	340.00	00000003 22	340.00	1300	5310000	0000	3700	5800010	085		

Business Unit Total: \$25,689.47

Fund 01 - \$ 2166 47
Fund 13 - \$ 23,523

XXV

Report ID:

APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Run Date 8/18/2016
Run Time 7:42:29 AM

03300: San Ysidro 2016-08-18

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000090 - STEPHANIE HAKE	14152159	52.03	REIMBUR SEMENT	52.03		52.03	0100	0000000	1110	1000	4300001	020		
000138 - CYNTHIA ARREDONDO	14152160	128.86	REIMBUR SEMENT	128.86		128.86	0100	0000000	1110	1000	4300001	020		
000457 - MARTIN GALANTE	14152161	453.11	REIMBUR SEMENT	453.11		453.11	0100	0000000	1110	1000	4300001	020		
001678 - ANITA GILLCHREST	14152162	113.90	JULY MILEAGE	24.25		24.25	0100	6500000	5001	3140	5200002	052		
001678 - ANITA GILLCHREST	14152162	113.90	ANITA	89.65		89.65	0100	0490000	0000	3140	5900012	052		
002037 - PERMA BOUND PUB.	14152163	60.26	1681384-01	60.26		60.26	0100	3010000	1110	1000	4300001	020		
003647 - VERONICA MEDINA	14152164	112.00	REIMBUR SEMENT	112.00		112.00	0100	0000000	1110	2490	4300060	052		
004779 - JULIO FONSECA	14152165	63.08	REIMBUR SEMENT	63.08		63.08	0100	0000000	0000	7100	5200003	064		

Business Unit Total: \$983.24

882

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-08-19

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000069 - CITY TREASURER	14152594	10,723.46	JULY BILL	10,723.46	00000001 96	10,723.46	0100	0000000	0000	8200	5500004	069		
000138 - CYNTHIA ARREDONDO	14152595	107.90	REIMBUR SEMENT	107.90		107.90	0100	0000000	1110	1000	4300001	020		
002227 - FRONTLINE TECHNOLOGIES GROUP	14152596	10,764.00	INVUS536 85	10,764.00	00000003 41	10,764.00	0100	0000000	0000	7200	5600005	062		
004678 - AMAZON.COM, INC.	14152597	1,416.26	25526503 5326	92.98	00000003 48	92.98	0100	0000000	0000	7200	4300011	062		
004678 - AMAZON.COM, INC.	14152597	1,416.26	27794494 34598277 94169036 0	762.00	00000003 46	183.07	0100	3010000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14152597	1,416.26	27794494 34598277 94169036 0	762.00	00000003 46	578.93	0100	3010000	1110	1000	4300001	022		
004678 - AMAZON.COM, INC.	14152597	1,416.26	12239837 3139	465.96	00000003 74	465.96	0100	0000000	0000	7700	4300002	067		
004678 - AMAZON.COM, INC.	14152597	1,416.26	06723668 19438231 50300397 0	95.32	00000003 72	4.86	0100	0000000	0000	7100	4300015	064		
004678 - AMAZON.COM, INC.	14152597	1,416.26	06723668 19438231 50300397 0	95.32	00000003 72	22.37	0100	0000000	0000	7100	4300015	064		
004678 - AMAZON.COM, INC.	14152597	1,416.26	06723668 19438231 50300397 0	95.32	00000003 72	68.09	0100	0000000	0000	7100	4300015	064		

Business Unit Total: \$23,011.62

883

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	14153012	1,876.60	854114600001	1,876.60	0000000340	46.75	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	63.81	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	141.58	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	153.31	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	192.18	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	201.32	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	212.98	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	233.71	1300	5310000	0000	3700	43000011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	854114600001	1,876.60	0000000340	343.38	1300	5310000	0000	3700	43000011	085		
001023 - WIRELESS PROS	14153013	34.56	108&107	34.56	0000000288	34.56	0100	8150000	0000	8100	43000007	070		
001161 - HOME DEPOT	14153014	518.27	018589-9170969	518.27	0000000252	518.27	1300	5310000	0000	3700	43000007	085		
001374 - SAN JOAQUIN COUNTY OF EDUCATIO	14153015	690.60	46949	690.60	0000000402	690.60	0100	0000000	0000	7200	58000010	062		
001795 - WILLY'S ELECTRONIC SUPPLY CO.	14153016	56.36	1-326554	56.36	0000000246	56.36	0100	8150000	0000	8100	43000007	070		
003145 - VALLEY INDUSTRIAL SPECIALTIES	14153017	583.72	VALLEY IND.	583.72	0000000238	583.72	0100	8150000	0000	8100	43000007	070		
003192 - WAL-MART COMMUNITY/GECRB	14153018	183.49	019115-620100144609	183.49	0000000298	183.49	1300	5310000	0000	3700	47000002	085		
004542 - MPC ELECTRONICS INC	14153019	48.55	261080	48.55	0000000218	48.55	0100	0000000	0000	7700	43000002	067		
004589 - ESTHER VALLE	14153020	697.68	MILEAGE	697.68		697.68	0100	6500000	5001	3900	52000002	054		
004678 - AMAZON.COM, INC.	14153021	348.53	120459320156	348.53	0000000381	348.53	1300	5310000	0000	3700	43000026	085		

Business Unit Total: \$16,792.03

Fund 01 - \$13,838.31
 Fund 13 - \$2,953.72

8884

03300: San Ysidro 2016-08-22

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000051 - BLACKBOARD INC	14153006	9,850.00	1235141	9,850.00	00000001 93	1,300.00	0100	0000000	0000	7700	5600005	067		
000000051 - BLACKBOARD INC	14153006	9,850.00	1235141	9,850.00	00000001 93	3,960.00	0100	0000000	0000	7700	5600005	067		
000000051 - BLACKBOARD INC	14153006	9,850.00	1235141	9,850.00	00000001 93	4,590.00	0100	0000000	0000	7700	5600005	067		
000039 - DIXIELINE LUMBER CO	14153007	124.76	09-0062652	124.76	00000002 33	124.76	0100	8150000	0000	8100	4300007	070		
000258 - PARADIGM HEALTHCARE SERVICES	14153008	500.00	SMAA004 398	500.00	00000004 05	500.00	0100	0490000	0000	3140	5800010	052		
000273 - SCHOLASTIC, INC	14153009	653.40	M5808550	653.40	00000002 31	653.40	0100	0000000	1110	1000	4300001	020		
000778 - SAFEWAY INC. - VONS DIVISION	14153010	26.83	720459-071816-2115	26.83	00000002 58	26.83	1300	5310000	0000	3700	4700001	085		
000801 - GRAINGER	14153011	598.68	GRAINGE R	598.68	00000002 31	598.68	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	12.74	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	15.17	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	15.17	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	15.97	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	17.03	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	25.54	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	27.69	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	37.28	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	38.13	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	40.38	1300	5310000	0000	3700	4300011	085		
000809 - OFFICE DEPOT	14153012	1,876.60	85411460 0001	1,876.60	00000003 40	42.48	1300	5310000	0000	3700	4300011	085		

Real

03300: San Ysidro **2016-08-23**

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	14153478	398.98	REIMBURSEMENT	398.98		398.98	0100	00000000	0000	7200	4300011	062		
000000077 - AZTEC CONTAINER	14153479	1,031.40	10232	1,031.40	000000003 71	1,031.40	0100	81500000	0000	8100	5600005	070		
0000047 - SEARS	14153480	256.28	SEARS	256.28	000000003 47	256.28	0100	00000000	0000	7200	4300011	062		
000506 - DION INTERNATIONAL TRUCK INC.	14153481	4,381.62	SWZ5667	4,381.62	000000003 30	4,381.62	0100	09820000	0000	3600	5600005	074		
000775 - REFRIGERATION SUPPLIES	14153482	767.21	61121909-00&61122051-00	767.21	000000002 34	767.21	0100	81500000	0000	8100	4300007	070		
001383 - BUS WEST	14153483	1,751.45	BUSWEST	1,751.45	000000002 78	1,751.45	0100	09820000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14153484	2,538.05	01P620071-620343-620292	2,538.05	000000002 26	2,538.05	0100	09820000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14153484	2,538.05	01P620071-620343-620292	2,538.05	000000002 26	0.00	0100	09820000	0000	3600	5600005	074		
002453 - LAURA ENGLISH	14153485	172.07	REIMBURSEMENT	172.07		172.07	0100	0300477	1110	1000	4300001	016		
003888 - STANLEY CONVERGENT SECURITY	14153486	261.35	13733654	261.35	000000004 00	261.35	0100	81500000	0000	8100	5600005	070		
004678 - AMAZON.COM, INC.	14153487	2,703.80	027520110000	2,703.80	000000003 91	2,703.80	1300	53100000	0000	3700	4700002	085		
004774 - THINK TOGETHER	14153488	150,000.00	8174	150,000.00	000000001 85	150,000.00	0100	00000001	1110	1000	5800010	061		
004858 - FLYERS ENERGY	14153489	1,666.85	DIESEL	1,666.85	000000002 87	1,666.85	0100	09820000	0000	3600	4300022	074		
004881 - 5 STAR TUTORS LLC (CA)	14153490	1,128.04	APRIL SERVICE	1,128.04		1,128.04	0100	30100000	1110	1000	5800010	061		

Business Unit Total: \$167,057.10

Page 8 of 13
 Fund 01 \$ 164,353.30
 Fund 13 \$ 2703.80
 118.2

825

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-08-24

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000069 - CITY TREASURER	14153910	14,795.09	JULY BILL	14,795.09	00000001 96	14,795.09	0100	0000000	0000	8200	5500004	069		
001532 - UNISOURCE WORLDWIDE INC.	14153911	1,072.93	745-4195551	1,072.93	00000003 73	296.95	0100	0000000	0000	7550	4300050	073		
001532 - UNISOURCE WORLDWIDE INC.	14153911	1,072.93	745-4195551	1,072.93	00000003 73	775.98	0100	0000000	0000	7550	4300050	073		
003192 - WAL- MART COMMUNITY/GEGRB	14153912	25.14	005636	25.14	00000004 11	25.14	0100	6500000	5770	1190	4300001	054		
004788 - JASPERTRONICS	14153913	1,499.80	2804	1,499.80	00000003 44	1,499.80	0100	0000000	0000	7700	4300002	067		

Business Unit Total: \$17,392.96

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-08-25

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	14154571	6,130.95	2293388	6,130.95	00000002 28	6,130.95	1300	5310000	0000	3700	4700001	085		
000000068 - P.I.P.S.	14154572	57,539.75	188371	57,539.75	00000004 71	57,539.75	0100	0000000			9910360			
000000085 - SUNBELT RENTALS, INC.	14154573	7,032.15	62239924-001	7,032.15	00000003 98	7,032.15	0100	8150000	0000	8100	5600005	070		
000073 - SOUTHLAND TECHNOLOGY, INC.	14154574	6,153.60	JUNE WORK ORDER	6,153.60		6,153.60	0100	0000000			9510000			
000106 - CHEVRON U.S.A. INC.	14154575	2,009.66	48235577	2,009.66	00000002 04	507.18	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14154575	2,009.66	48235577	2,009.66	00000002 04	52.16	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14154575	2,009.66	48235577	2,009.66	00000002 04	781.24	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14154575	2,009.66	48235577	2,009.66	00000002 04	669.08	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14154575	2,009.66	48235577	2,009.66	00000002 04	0.00	1300	5310000	0000	3700	4300022	085		
004732 - LEAL & TREJO APC	14154576	57,655.99	MAY BILL	57,655.99	00000004 01	209.99	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14154576	57,655.99	MAY BILL	57,655.99	00000004 01	9,119.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14154576	57,655.99	MAY BILL	57,655.99	00000004 01	10,863.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14154576	57,655.99	MAY BILL	57,655.99	00000004 01	8,957.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14154576	57,655.99	MAY BILL	57,655.99	00000004 01	11,766.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14154576	57,655.99	MAY BILL	57,655.99	00000004 01	16,741.00	0100	0000000	0000	7100	5800200	063		
004822 - CALIFORNIA FINANCIAL SERVICES	14154577	233,285.00	SYSD-2016.CFS	233,285.00	00000004 12	233,285.00	2110	9010000	0000	8100	5800010	064		
004822 - SOUTH BAY COMMUNITY SERVICES	14154578	5,917.00	JUNE BILL	5,917.00		5,917.00	0100	3327000	5770	1190	5800010	054		

Business Unit Total: \$375,724.10

10 of 13
Fund 13 - \$6130.95
Fund 21 - \$242,242.00
Fund 01 - \$127,351.15

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03300: San Ysidro 2016-08-26

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000044 - AMEC FOSTER WHEELER ENVIRONMENT	14155102	750.00	S28781248	750.00	0000000121	750.00	0100	8150000	0000	8100	5600005	070		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	1,158.53	0100	0000001	1110	1000	4300001	061		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	1,158.53	0100	0000001	1110	1000	4300001	061		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	2,500.00	0100	0000001	1110	1000	4300001	061		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	2,960.70	0100	0000001	1110	1000	4300001	061		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	11,582.42	0100	0000001	1110	1000	4300001	061		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	11,907.16	0100	0000001	1110	1000	4300001	061		
000000067 - CARNEGIE LEARNING	14155103	44,689.95	1016686	44,689.95	0000000291	13,422.61	0100	0000001	1110	1000	4300001	061		
00043 - PRUDENTIAL OVERALL	14155104	423.50	PRUDENTIAL	423.50	0000000417	423.50	0100	8150000	0000	8100	4300007	070		
000208 - SCHOOL HEALTH CORPORATION	14155105	522.78	1512736-00&1512773-00	522.78	0000000251	239.98	0100	0000000	0000	3140	5800010	052		
000208 - SCHOOL HEALTH CORPORATION	14155105	522.78	1512736-00&1512773-00	522.78	0000000251	282.80	0100	0000000	0000	3140	5800010	052		
000370 - DUNN-EDWARDS CORP.	14155106	122.57	2175001650&2069069899	122.57	0000000271	122.57	0100	8150000	0000	8100	4300007	070		
000775 - REFRIGERATION SUPPLIES	14155107	451.98	61121819-00&61122321-00	451.98	0000000234	451.98	0100	8150000	0000	8100	4300007	070		
000776 - SAFEWAY INC. - JOBS DIVISION	14155108	471.28	438686-060316-2115	471.28		471.28	1300	5310000	0000	3700	4700001	085		
000805 - OFFICE DEPOS	14155109	584.04	1314466	584.04	0000000408	4.30	0100	6500000	5770	1190	4300011	054		

888

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	14155109	584.04	1314456	584.04	00000004 08	4.92	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	5.92	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	7.98	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	7.98	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	7.98	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	18.83	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	26.40	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	34.81	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	40.07	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	40.07	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	40.87	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	53.67	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	66.35	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	68.82	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	68.82	0100	6500000	5770	1190	4300011	054		
000809 - OFFICE DEPOT	14155109	584.04	1314456	584.04	00000004 08	86.25	0100	6500000	5770	1190	4300011	054		
001102 - ORIENTAL TRADING COMPANY, INC.	14155110	797.43	67901205 8-01	797.43	00000004 03	797.43	0100	0000000	1110	1000	4300001	025		
001161 - HOME DEPOT	14155111	1,942.70	HOME DEPOT	1,942.70	00000002 14	1,942.70	0100	8150000	0000	8100	4300007	070		
001175 - UNITED STATES POSTAL SERVICE	14155112	3,000.00	BULK MAIL	3,000.00	00000004 73	3,000.00	0100	0000000	0000	7200	5900012	071		
002771 - ROCHESTER 100 INC.	14155113	1,008.00	P25343	1,008.00	00000003 97	72.00	0100	0000000	1110	1000	4300001	018		

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Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Run Date 8/26/2016
Run Time 7:43:19 AM

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
002711 - ROCHESTER 100 INC.	14155113	1,008.00	P25343	1,008.00	00000003 97	72.00	0100	0000000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14155113	1,008.00	P25343	1,008.00	00000003 97	72.00	0100	0000000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14155113	1,008.00	P25343	1,008.00	00000003 97	360.00	0100	0000000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14155113	1,008.00	P25343	1,008.00	00000003 97	360.00	0100	0000000	1110	1000	4300001	018		
002711 - ROCHESTER 100 INC.	14155113	1,008.00	P25343	1,008.00	00000003 97	72.00	0100	0000000	1110	1000	4300011	018		
003507 - DEPARTMENT OF SOCIAL SERVICES	14155114	217.00	OVH LICENSIN G	217.00	00000004 72	217.00	1200	6105000	0001	1000	5800006	076		
004571 - DOMITAR PAPER CO. LLC	14155115	5,702.40	1248021	5,702.40	00000003 19	5,702.40	0100	0000000			9320000			

Business Unit Total: \$60,683.63

Fund 13 - \$471.28
 Fund 12 - \$217.00
 Fund 01 - \$59,995.35

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 9, 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 \$5,000.00 to help support and enrich our educational programs.

Renewal New Amendment Ratify Other

Business Services Reviewed: *jam*

Financial Implications?

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

Requisition #

Yes No

Yes No

Donation
\$5,000.00
(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: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: IN LIEU OF TRANSPORTATION AGREEMENT 2016-2017

BACKGROUND INFORMATION:

During the school year, there is a need to enroll students with special needs in a nonpublic school (NPS) who provide services as per students' individual educational plan (IEP). On occasions, the IEP stipulates that the parent(s) of students requiring transportation to the NPS agree to transport their child/student with the agreement that the District will reimburse the parent(s) daily mileage to/from the NPS site and the student's place of residence. The per mile rate for reimbursement is based on the current IRS rate, payable monthly upon receipt and verification of a daily mileage report with required information. Parents participating in a In Lieu of Transportation Agreement, shall at their own expense, carry adequate automobile liability insurance for the term of this agreement.

The District has a current need for this agreement for two (2) special needs students per their individual IEP.

RECOMMENDATION:

Approve/Ratify the In Lieu of Transportation Agreement with parents of two special education students for school year 2016-2017.

Renewal New Amendment Ratify Other

Business Services Reviewed: parent

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

“IN LIEU OF TRANSPORTATION” AGREEMENT

This Agreement is entered between the San Ysidro School District, hereafter referred to as “District” and _____ “Parent(s)”. The term of the agreement is from July 1, 2016 to June 30, 2017.

WHEREAS, the term “Parent(s)” may include the mother, father, adoptive parent, foster parent, legal guardian, representative of the child and who is authorized to make decisions for the child.

WHEREAS, Students who are enrolled in Non-Public School (NPS) may require transportation. In some cases, Parent(s) agree to transport their student(s) to and from a NPS site and the student’s place of residence as indicated in the student’s Individual Educational Plan (IEP).

WHEREAS, the District agrees to reimburse the daily mileage to and from the student’s place of residence and the NPS site (**XXX miles/day**). Reimbursements will be paid on monthly basis upon receipt and verification of a daily mileage report with required information. The mileage reimbursement rate is based on the current IRS rate. This information is to be submitted to the Special Education Office in a timely manner.

WHEREAS, Parent(s) shall, at their expense, procure and maintain for the duration of this agreement automobile insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Parent(s), its agents and/or representatives. Such insurance shall survive after this agreement as permitted by law. Parent(s) may be required to provide proof of this insurance at any time during this Agreement.

WHEREAS, Parent(s) 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 and/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 Parent(s), Parent(s) agents and/or representatives under this Agreement. 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 Parent(s).

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

This agreement is entered into this 8th of September, 2016:

FOR THE PARENT:

FOR THE DISTRICT:

Signature of Authorized Agent

Signature

Print Name, Title

Print Name, Title

Date:

Date

Phone Number

Board Approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ACCOUNTABLE HEALTHCARE STAFFING, INC. FOR 2016-2017 SCHOOL YEAR

BACKGROUND INFORMATION:

Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem solving weaknesses, listening comprehension difficulty and such.

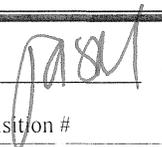
Accountable Healthcare Staffing, Inc., a nonpublic agency, will be providing speech services for more than 60 students who receive special education services per their Individualized Education Programs (IEPs) for the 2016-2017 school year in order to meet federal regulations and compliance. The Speech and Language Pathologist (SLP) will conduct initial and triennial evaluations, provide support to the general education staff and students as part of response to intervention, and consult with special education staff with regard to communication development strategies.

Cost implication will be \$70.00 per hours x 149 Days (8 hours per day) = \$83,440.00

RECOMMENDATION:

Approve/Ratify 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.

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

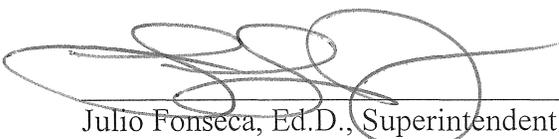
\$83,440.00
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

Accountable Healthcare
Staffing, Inc.

2016-2017 San Diego County Nonpublic Master Contract

Directions:

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



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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2016-2017 Nonpublic Master Contract Main Document



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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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**San Diego County Nonpublic Master Contract
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2016-2017

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

2016-2017

**NONPUBLIC
MASTER CONTRACT**

CONTRACT YEAR 2016-2017

This Master Contract is made and entered into

this 9th day of September, 2016 between the

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

hereinafter sometimes referred to as the "LEA," and

Accountable Healthcare Staffing, Inc.
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

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

2016-2017

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

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

2016-2017

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

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

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

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

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

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

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

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SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:

J. Arturo Sanchez Macias, Deputy Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro CA 92173
City State Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

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

Notices to the CONTRACTOR shall be addressed to:

Pat Donohoe, Chief Nursing Executive
Name/Title

Accountable Healthcare Staffing, Inc.
Nonpublic School

999 Yamato Road, Suite 210
Address

Boca Raton Florida 33431
City State Zip

(888) 853-0979
Phone

(972) 870-9931
Facsimile

juliedenison@ahcstaff.com
Email Address

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2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

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2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

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SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

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b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

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

2016-2017

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contract

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

**San Diego County Nonpublic Master Contract
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2016-2017

SECTION 5: SIGNATURES

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

This contract is effective on September 9, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR

Nonpublic School Agency

Authorized Representative Signature

DATE: _____

Pat Donohoe, Chief Nursing Executive
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

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

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

Accountable Healthcare
Staffing, Inc.

2016-2017 Nonpublic Master Contract

Appendix B: Agencies



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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2016-2017

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2016-2017

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Accountable Healthcare Staffing, Inc.

The CONTRACTOR NUMBER: 24-FL-009

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

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>70.00</u>	<u>hour</u>
<u>Language and Speech (415) - SLP-A (Credentialed)</u>	_____	_____
<u>Language and Speech (415) – Speech Therapy Assistant</u>	_____	_____
<u>Language and Speech (415) – Bilingual SLP</u>	_____	_____
<u>Language and Speech (415) - Assessment</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Adapted Physical Education Assessment (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	_____	_____
<u>Health and Nursing: Other Services LVN (436)</u>	_____	_____
<u>Health and Nursing: Other Services RN (436)</u>	_____	_____
<u>Health and Nursing: Other Services CRN (436)</u>	_____	_____
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Assistive Technology Services Assessment (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Occupational Therapy (450) – Certified OT Assistant</u>	_____	_____

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

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency b. Transportation –Parent		
Bus Passes		
Professional Development		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 6: APPROVALS

CONTRACTOR

Nonpublic Agency

Authorized Representative Signature

DATE: _____

Pat Donohoe, Chief Nursing Executive
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

Authorized Representative Signature

DATE: _____

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

LEA
Local Educational Agency

Authorized Representative Signature

DATE: _____

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

LEA Board Approval

DATE: _____

**SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2016-2017**

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),
the Local Education Agency (LEA) _____
provides to the CONTRACTOR _____
interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services
identified in the most recent IEP/IFSP of _____,
(Student Name)
at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201____ - 201____ Contract
Year.

Anticipated Student Start Date: _____.

This interim written approval shall be for a maximum period of 90 days, beginning with the anticipated student start date at the nonpublic school or nonpublic agency. If an Individual Services Agreement and/or Master Contract is not completed and executed by the LEA and the CONTRACTOR within this 90 day period, the LEA or CONTRACTOR may request an IEP meeting to be held as soon as possible to discuss a change in placement for the pupil. The LEA shall continue to reimburse the CONTRACTOR as set forth in the interim written approval, or as otherwise agreed by the parties in writing, pending any change in placement or subsequent execution of an Individual Services Agreement.

This interim written approval does not require the CONTRACTOR to provide services for 90 days, or for any maximum period of time. The parties have already agreed, or may agree, to hold an IEP meeting within 30 days of the student's first day of attendance.

Agreed to by the District Representative of the Special Education Unit of the LEA:

Signature Date

Name/Title

Agreed to by the CONTRACTOR:

Signature Date

Name/Title

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC AGENCY SERVICES
 (Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201_____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic Agency _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
 (Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

A. DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Intensive Individual Services (340)							
Individual and Small Group Instruction (Ages 3-5 only) (350)							
Language and Speech (415)							
Language and Speech – SLP-A (Credentialed) (415)							
Language and Speech – Speech Therapy Assistant (415)							
Language and Speech – Bilingual SLP (415)							
Language and Speech – Assessment (415)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							
Health and Nursing Services: Other - LVN (436)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)							
Occupational Therapy – Certified OT Assistant (450)							
Occupational Therapy – Assessment (450)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - PT Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Behavior Intervention Services - Supervision (535)							
Behavior Intervention Services – Other Provider (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPA	OTHER Specify				
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (A)\$ _____

B. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) \$ _____

1. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

 (Signature) (Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

 (Name of Nonpublic Agency) (Name of School District)

 (Signature) (Date) (Signature) (Date)

 (Name and Title) (Name of Superintendent or Authorized Designee)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION
HIGH SCHOOL DISTRICT FOR SPECIAL EDUCATION SERVICES

BACKGROUND INFORMATION:

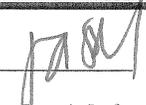
San Ysidro School District entered into a Memorandum of Understanding with the Sweetwater Union High School District where special education services were provided, per student's Individual Education Plan (IEP).

Cost implications: \$17,397.82 tuition fee (1 student)

RECOMMENDATION:

Approve/Ratify 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.

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:

\$17,397.82

(Amount)

Special Education

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

INTRA SELPA TUITION CALCULATION

Serving District Sweetwater Union High Fiscal Year 2015-16
 Date March 9, 2016

STUDENT INFORMATION

Last Name _____
 Grade Level _____
 District of Residence San Ysidro School District Annual Instructional Days 195
 Type of Class Lifeschool Student Instructional Days 52
 % of Instructional Days to Bill 26.67%

BASE RATE CALCULATION

Classroom Personnel Costs					
Position	FTE	DOS Salary & Benefit Cost	Total Cost	Class Type Divisor	Per Student Cost
Teacher (1.0 FTE Per Employee)	1.00	\$ 124,483.00	124,483.00	10.00	\$ 12,448.30
Paraeducator (0.75 FTE Per Employee)	-	-	-	-	-
Total Direct Salary Costs					\$ 3,319.55

Included Related Service and Other Costs		
Service	Amount Included	Per Student Cost
		Total Related Service and Other Costs \$ -
		Total Base Rate Costs \$ 3,319.55

COSTS OVER AND ABOVE

Service	Unit value	# of Units	Cost
San Diego Center for Children Contract	Actual		8,000.00
Instructional Aides	Actual		4,755.47
Indirect Costs @ 9%	Actual		1,446.75
Special Education Services Only, Mental Health Services			Total Costs Over and Above \$ 14,202.22
Are to be Entered in Page 3.			Total Tuition Cost \$ 17,521.76

602 Distribution Deduct 123.95
 % of Instructional Days to Bill 26.67%

Amount Due **\$ 17,397.82**

Form Updated Days Billed Semester 1 - Mid Year Payment \$ -
 Days Billed Semester 2 52 Final Payment \$ 17,397.82
 Total 52

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT FOR MIDDLE SCHOOL SPORTS LEAGUE - REVISED

BACKGROUND INFORMATION:

On July 14, 2016, the Governing Board approved an agreement with the Sweetwater Union High School District (SUHSD). It was later determined that the memorandum of understanding required some information to be updated and negotiated. Both school districts understand and desire to enter into a voluntary agreement to permit San Ysidro School District students participate in SUHSD's interscholastic Middle School Sports League. The SUHSD's Middle School Sports League will offer fall, winter and spring sports for students in grade levels 7th and 8th. The sports offered are:

Fall	Winter	Spring
<ul style="list-style-type: none"> • Co-ed Flag Football • Girls Softball and Baseball 	<ul style="list-style-type: none"> • Girls & Boys Basketball • Girls & Boys Soccer 	<ul style="list-style-type: none"> • Girls Volleyball

The estimated cost implications for participating in the Middle School Sports League are \$6,500 per site depending on the number of sports the school site participates in. Participating schools are Willow, Ocean View Hills, and San Ysidro Middle Schools.

RECOMMENDATION:

Approve/Ratify 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.

Renewal
 New
 Amendment
 Ratify
 Other - Revised

Business Services Reviewed: JASF

Financial Implications?

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

Requisition #

Yes No

Yes No

\$19,500.00
(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



Student Support Services

1130 Fifth Avenue, Chula Vista CA 91911
(619) 585-6015 • (619) 600-4904 FAX

MEMORANDUM OF UNDERSTANDING

Between

Sweetwater Union High School District

and

San Ysidro School District

For Participation in the Middle School Sports League
2016-2017

This is a Memorandum of Understanding between the Sweetwater Union High School District ("SUHSD") and the San Ysidro School District (SYSD).

This Understanding indicates the desire of both parties to enter into a voluntary agreement to permit SYSD students who are grade level appropriate (grades 7 and 8) to participate in the SUHSD interscholastic Middle School Sports League (MSSL).

It is the understanding of both parties that the MSSL will offer boys' and girls' sports in three seasons; that it is important for scheduling and competition purposes to commit to participation; and that failure to participate after committing may result in financial and scheduling consequences to other league members.

It is the further understanding of both parties that failure to comply with the responsibilities and requirements of this Understanding may result in the exclusion from participation in the MSSL immediately and in the future.

The SYSD commits to:

1. Recruit students sufficient to ensure the minimum number of participants are present to compete in each sporting event. The sports offered in the MSSL are:
 - a. Fall season: co-ed flag football, girls' softball and baseball
 - b. Winter season: girls' and boys' basketball and girls' and boys' soccer
 - c. Spring season: girls' volleyball.

2. Coordinate and monitor their teams including but not limited to:
 - a. Ensure and certify that all coaches serving in the capacity of a coach for SYSD have been cleared through the DOJ/Life Scan process, have completed mandated reporter training, and have current CPR/First Aid certification;
 - b. Certify to SUHSD for completeness student clearance packets for every member of their team, including waivers and insurance information, in advance of participation;
 - c. Permit students to participate only on the teams of the school where they are enrolled;
 - d. Provide direct supervision of team during practices and games.

11B.7

Page 2 of 4

- e. Monitor its school's athletic program for compliance with all rules, state and federal legal compliance issues, with particular attention paid to Title IX requirements for equality between male and female athletic program. The purpose of the MSSL is to provide a competitive athletic experience to teach core values of sportsmanship and citizenship.
3. Abide by all of the current rules, regulations, and decisions of the MSSL or as interpreted and applied by its coordinators.
4. Notify the District at least one month in advance whether each site will participate in the sports for the upcoming season.
5. Pay a proportionate share for the actual costs of the sports in which their schools participate to operate the Middle School Sports League within 10 days following invoicing by the SUHSD. For the 2016-2017 season, the estimated total is approximately \$6,500 for a site that participates in all 8 sports. The costs include, but are not limited to, costs of officials (ranges from \$300 to \$600 per team per season); expenses for oversight and coordination of the league, including weekend games; field set-up and maintenance; additional costs caused by cancellations, rain outs, and other unanticipated costs due to acts beyond the control of the MSSL.
6. Payment of any and all assessments shall be made promptly (within 10 days) upon receipt of invoice from SUHSD; failure to pay promptly may terminate SYSD's participation in the MSSL immediately and/or impair the ability of SYSD to participate in subsequent seasons and/or years;
7. Workers' Compensation:
SYSD agrees to procure and maintain in full force and effect Workers' Compensation Insurance in accordance with limits established by law covering its employees and agents while these persons are participating in the activities hereunder agreed to.
8. Insurance:
SYSD agrees to procure and maintain General Liability Insurance and Property Damage Insurance, comprehensive or commercial form with \$2,000,000 minimum limit for each occurrence and minimum limit of \$4,000,000 general aggregate commensurate with other non-profit organizations of similar type and size, to insure the SUHSD, its officers, agents, assigns, representatives and employees from all claims for personal injury, including accidental death, to any person as well as from all claims for property damage arising from operations under this agreement and for the term of this agreement. SYSD shall furnish the SUHSD with, and shall maintain on file with the SUHSD during the term of the agreement valid and up-to-date, original certificates of insurance and endorsements effecting coverage as required by this agreement on forms satisfactory to the SUHSD.
9. Indemnification. Each party will indemnify, defend and hold harmless the other party, and its respective Board, employees and agents from and against any and all third party loss, liability, expense, including reasonable attorneys' fees, or claims for injury or other damages (collectively "Claims") arising out of the indemnifying party's performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.

In the event of concurrent negligence of the parties, or the parties' respective Board, employees or agents, the liability for any and all Claims shall be apportioned under the California theory of

comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the indemnifying party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties to this Agreement.

The parties intend and agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of the performance of this Agreement. Such cooperation may include joint investigation, defense and disposition of claims. The parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict in interest, each party may conduct its own investigation and engage its own counsel.

The Sweetwater Union High School District commits to coordinate the MSSSL as follows:

1. Scheduling games for SYSD's teams;
2. Provide access to District facilities to participate in the games for SYSD;
3. Provide officials for SYSD's games;
4. Prepare fields for all SYSD's games;
5. Provide timely invoice SYSD for all assessments
6. Ensure staff assigned have completed all required DOJ/Live Scan, TB screening and mandated reporter training.

SYSD School District
San Ysidro School District
High School District

Sweetwater Union

Authorized Signature

Date

Authorized Signature

Date

AN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO
STATE UNIVERSITY FOR KIDS2COLLEGE PROGRAM

BACKGROUND INFORMATION:

The District and San Diego State University have agreed that a college awareness program and a supportive partnership would provide a valuable mechanism for encouraging students to pursue a higher education. By implementing the Kids2College Program, the District promotes the importance of pursuing higher education at an earlier age.

The Kids2College curriculum is a college awareness program developed by The Sallie Mae Fund for sixth grade students. The eight lessons program is facilitated by specially trained, Office of Collaborative Programs Coordinators – these individuals are undergraduate students who are excellent role models for San Ysidro School District students. The Kids2College Program is coordinated through the Compact for Success Office at San Diego State University. The program is proposed to be offered to sixth grade classes at La Mirada, Ocean View Hills, Sunset and Willow Schools.

RECOMMENDATION:

Approve 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.

<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment	<input type="checkbox"/> Ratify	<input type="checkbox"/> Other	Business Services Reviewed: <i>ASU</i>
Financial Implications?	Are funds for this item available in the 2016-2017 Budget?			Requisition #	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<div style="border: 1px dashed black; width: 150px; height: 20px;"></div>	
<div style="border: 1px solid black; padding: 2px;">\$7,125.00</div> <small>(Amount)</small>	<div style="border: 1px solid black; padding: 2px;">Supplemental & Concentration Funds</div> <small>(Name of funding source and/or location)</small>			<div style="border: 1px solid black; width: 150px; height: 20px;"></div> <small>(Funding account number)</small>	

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


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

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
SAN DIEGO STATE UNIVERSITY**

Preface - AN AGREEMENT FOR THE KIDS2COLLEGE PROGRAM CURRICULUM DESIGNED TO MAKE SIXTH-GRADE STUDENTS MORE AWARE OF COLLEGE OPPORTUNITIES.

The San Ysidro School District is a preschool through eighth grade public school district serving over 5,550 students. Its mission is to provide a challenging and rich education experience for students to be successful in middle and high school.

San Diego State University is the oldest and largest higher education institution in the San Diego region. Since it was founded in 1897, the university has grown to become a nationally ranked research university.

Both institutions have a commitment to the people of San Diego and to enhancing student success. Together the two institutions are entering into a partnership to expand and enhance the educational opportunities for residents living in the San Ysidro area.

The San Ysidro School District and San Diego State University have agreed that a college awareness program and a supportive partnership would provide a valuable mechanism for encouraging students to pursue a higher education. By implementing the Kids2College Program the District promotes the importance of pursuing higher education at an earlier age. Since the students from the San Ysidro School District matriculate to Sweetwater Union High School District (SUHSD) schools in the 7th grade, they will benefit from the Compact for Success partnership and, beginning their 9th grade year in the SUHSD, eligibility for guaranteed admission to San Diego State University.

Effective Spring 2011, San Diego State University partnered with the San Ysidro School District, in an effort to create a "College-Going Culture" for sixth-graders. Created with the support of The Sallie Mae Fund, Kids2College is a user-friendly college awareness curriculum designed to make sixth-grade students more aware of how education impacts their future. The Kids2College in-class activities will help students become aware of the path that will give them the greatest range of options for education beyond high school and see postsecondary education as a real possibility for their own future.

The curriculum consists of eight lessons that cover the following:

- ◆ Lesson 1: What postsecondary education institutions and degrees are available to students
- ◆ Lesson 2: How individual skills and interests can be developed into successful careers and how postsecondary education opens the door to job opportunities and future success
- ◆ Lesson 3A: How understanding their individual learning style can help students maximize their academic potential
- ◆ Lesson 3B: Introduction to the Compact for Success Program and what steps students need to take in middle and high school to be prepared for college, including which classes and college entrance exams to take
- ◆ Lesson 4: A brief introduction to financial aid
- ◆ Lesson 5A: An opportunity to meet working professionals and hear about their academic and career experiences
- ◆ Lesson 5B: Preparing for career day presentation
- ◆ Lesson 6: Students present their future career

San Ysidro School District's Commitment

As part of the Kids2College program, San Ysidro School District agrees to the implementation of the curriculum by ensuring the:

District Liaison will:

- ◆ Identify schools from the San Ysidro School District (SYSD) to participate in the program
- ◆ Work with the Program Assistant to update and improve program materials
- ◆ Attend planning meetings as needed
- ◆ Provide \$7,125 for the nineteen 6th grade classrooms (or \$375 for each classroom) participating in the program which will be allocated to materials and Compact Mentors that will assist teachers during lessons
- ◆ Establish and maintain contact with college liaisons, district/school personnel, and classroom teachers
- ◆ Help Program Assistant organize and conduct in-service training for teachers
- ◆ Lead necessary efforts to ensure continuation of the program
- ◆ Act as a liaison between the SYSD and the SDSU Compact for Success Program

School Principal's will:

- ◆ Introduce the Kids2College program at the school's open house and other school functions
- ◆ Create a College Corner with the Kids2College materials that are provided from SDSU's Campus Liaison
- ◆ Attend individual school site planning meeting and monitor K2C curriculum implementation
- ◆ Provide a computer lab with appropriate Adobe Program to implement the curriculum throughout the eight lessons, including pre- and post-assessments
- ◆ Support implementation of the Kids2College curriculum, including but not limited to:
 - Printing of parent letters
 - Handouts for student portfolio
 - If school decides not to participate in the computerized curriculum they will be held responsible for the printing of student handbooks

Classroom Teacher's will:

- ◆ Attend individual school site planning meeting and schedule classroom lessons
- ◆ Make proper arrangements to conduct lessons (i.e. reserve computer lab, library or auditorium)
- ◆ Maintain contact with Kids2College Program Assistant and/or partner college liaison
- ◆ Distribute and collect permission slips for program participation
- ◆ Remain in the classroom during presentations from college partners and/or other special guests
- ◆ Conduct all classroom lessons
- ◆ Give Kids2College Program Assistant at least a three day notice if for any reason lessons need to be postponed or rescheduled
- ◆ Ensure all students complete pre- and post-program assessments

San Diego State University's Commitment

As part of the Kids2College Program, San Diego State University will assist in the implementation of the program by ensuring the:

Program Assistant will:

- ◆ Establish an effective working relationship with the district liaison to successfully implement the Kids2College Program

- ◆ Organize and conduct Kids2College in-service training for participating teachers
- ◆ Assist teachers in the implementation of program lessons
- ◆ Distribute supplies to schools/teachers as needed
- ◆ Organize speakers for the Career Panels in Lesson Five A
- ◆ Implement the pre- and post-program surveys date to create an end of the year report
- ◆ Act as a liaison between and San Diego State University and the San Ysidro School District

San Diego State University and San Ysidro School District are committed to an inclusionary and supportive model that allows students to benefit from the Kids2College curriculum.

Joint Commitment of Partners

- ◆ The District and University will collaboratively work to support and enhance the activities outlined in the agreement.

II. TERMS OF MEMORANDUM OF UNDERSTANDING

It is the intent of the partners to include the participating sixth grade classes of 2016. This Memorandum of Understanding can be amended or extended by mutual agreement of the partners.

San Diego State University and the San Ysidro School District entered into this agreement on the _____ day of _____, 2016.

/s/
 Arturo Sanchez-Macias
 Deputy Superintendent
 San Ysidro School District

/s/
 Manuel Bojorquez
 Principal
 Willow Elementary

/s/
 Efrían Burciaga
 Principal
 Sunset Elementary

/s/
 Manuela Colom
 Principal
 La Mirada Elementary

/s/
 Nadia Aviles
 Principal
 Ocean View Hills

/s/
 Wendy Alemán
 Director,
 Compact for Success & Collaborative Programs
 San Diego State University

/s/
 Alessa Becerra
 Kids2College Program Assistant
 San Diego State University

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THINK TOGETHER, INC. FOR VISUAL AND PERFORMING ARTS (VAPA) SERVICES

BACKGROUND INFORMATION:

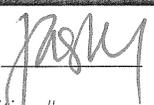
The Visual and Performing Arts VAPA team through THINK Together, Inc. will support teachers during their release time by preparing and implementing lessons that enrich students learning through VAPA and other disciplines such as STEM/STEAM. In addition, the VAPA team will collaborate with teachers during their Data Reflection Sessions to provide support/intervention as appropriate, as well as fulfill Physical Education requirements as needed. Teachers will be provided release time to work on data analysis, data driven common agreements, facilitated instructional planning and other professional learning collaborations.

THINK Together, Inc. will utilize the staff it employs to operate the District's After School Education and Safety (ASES) program to work side-by-side with credentialed Lead Substitute Teachers, employed by THINK, to provide academic and enrichment activities selected in consultation with school and District administrators to Kinder – 6th grade students during the hours when their regular classroom teachers are engaged in data reflection session or other professional development activities.

RECOMMENDATION:

Approve 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.

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.

VISUAL AND PERFORMING ARTS (VAPA) 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 academic and enrichment activities for students during the hours that classroom teachers are engaged in data reflection sessions or other professional development activities.

SCOPE OF SERVICES

THINK will utilize the staff it employs to operate SYSD's After School Education and Safety (ASES) programs to work side-by-side with credentialed Lead Substitute Teachers, employed by THINK, to provide academic and enrichment activities selected in consultation with school and district administrators to K-6 students during the hours when their regular classroom teachers are engaged in data reflection sessions or other professional development activities.

Each of the six SYSD schools serving elementary students will receive one weekly 100-minute release session per grade level. Three Lead Substitute Teachers, each focused on a particular content area and supported by 6-8 Program Leaders maintaining a supervision ratio of approximately one adult to twenty students, will deliver the program content. Program content may include visual and performing arts, STEM classes, physical education, and/or academic interventions. Each team will provide two grade level sessions per day, one during the morning hours and one after the lunch period. Services will begin on September 12, 2016.

PAYMENT

SYSD will pay to THINK Together an annual fee not to exceed \$386,260.00 (THREE HUNDRED EIGHTY-SIX THOUSAND, TWO HUNDRED SIXTY DOLLARS) to provide the scope of services described herein. This fee shall include the cost of Lead Credentialed Teachers billed at a rate of \$240 per day, and Program Leaders billed at a rate of \$100 per day. This fee shall cover labor costs only. Any materials and supplies required to deliver the selected activities shall be paid for by SYSD. THINK will invoice monthly, based on the number of program days delivered during each month.

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
Business Services
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.

J. Arturo Sanchez Macias
Deputy Superintendent
San Ysidro School District

Randy Barth
CEO & Founder
THINK Together, Inc

Date

Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: AGREEMENT WITH DOCUMENT TRACKING SERVICES

BACKGROUND INFORMATION:

Document Tracking Services (DTS) provides small businesses; public/private school systems and the real estate industry an easy-to-use, web-based application that allows these different entities to create, edit and track critical documents. The web-based application is to streamline and provide a consistent way organizations and companies create documents while providing significant cost savings as well as re-directing staff resources and completely eliminates faxing documents; provides more flexibility to staff work schedules (clients can access from anywhere) and provides 100% accountability in tracking their documents/reports. The District is using this service for the following:

1. 2016 Single Plan for Student Achievement (CDE template)
2. 2016 Local Control and Accountability Plan (CDE template)
3. 2016 Single School District Plan (CDE template)
4. 2016 Local Education Agency Plan (CDE template)
5. Others to be identified as needed.

RECOMMENDATION:

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

Renewal **New** **Amendment** **Ratify** **Other**

Business Services Reviewed: jash

Financial Implications?

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

Requisition #

Yes **No**

Yes **No**

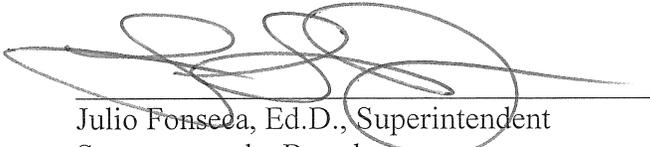
\$2,500.00
(Amount)

General 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



LICENSING AGREEMENT

This Agreement effective **November 15, 2016**, is made and entered into by **San Ysidro Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10225 Barnes Canyon Road, Suite A200
San Diego, CA 92121
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 26, 2016

Licensee

By: _____

Date: _____

San Ysidro Elementary School District



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2016 Single Plan for Student Achievement (CDE Template)
2. 2016 Local Control and Accountability Plan (CDE Template)
3. 2016 Single School District Plan (CDE Template)
4. 2016 Local Education Agency Plan (CDE Template)
5. Others to be identified as needed.



MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between **South Bay Community Services (SBCS)** and **San Ysidro School District (SYSD)**. While this is not a legally binding document, this Memorandum does indicate a voluntary agreement to strengthen the respective organizations service delivery plans of the aforementioned party and other participating collaborators.

- I. **Purpose:** The purpose of the Memorandum of Understanding is to maintain the effective working relationship established between SBCS and SYSD for the purpose of implementing coordinated services. The goal of the service partnership is: “To help at risk youth.”
- II. **Term:** This Memorandum of Understanding shall begin on September 9, 2016 and will extend through June 30, 2019, contingent upon future funding. Either party can give written notice 30 days in advance of the intent to withdraw from collaboration.
- III. **Description of Participation:**
 - A. **San Ysidro School District** agrees, per this memorandum, to provide the following:
 1. Designate an individual as a point of contact for the program.
 2. Participation/facilitation in needs assessment survey.
 3. Participate, when appropriate, in collaborative focus group discussions for the purpose of gathering and assessing program impact.
 4. Staff will help disseminate information about the program and will collect student consent forms as appropriate
 5. Provide venues for showing videos that focus on preventing suicide and bullying, early warning signs and protective factors to students, school staff and care givers.
 6. School staff will support SBCS in collecting demographic/satisfaction surveys from each student who participates in the presentation.
 7. School staff will support SBCS staff in providing follow up to students identified as needing additional services (e.g. pulling schedules, passes, space, etc.).
 8. Strategies to enlist teacher and parent participation seminars and classes on youth bullying, depression, and suicide prevention.
 9. Assistance with distribution of flyers school/community wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated or depressed.
 10. Communicate immediately if problems/concerns arise with students or program implementation.
 11. Assistance with distribution of flyers school/community wide with crisis phone numbers provided to students where they can talk to caring adults anonymously about friends/peers they are concerned may be suicidal, isolated or depressed.
 12. District will include SBCS in supporting students following a tragic event.

B. **South Bay Community Services** agrees, per this memorandum to provide the following:

1. Provide youth a comprehensive evidence based Suicide and bullying prevention curriculum, which focuses on preventing suicide and bullying by (1) implementing strategies that are trauma informed and which address upstream risk factors and improve protective factors among individuals and groups of high risk youth, and (2) institutionalizing and strengthening the school culture and environment to be preventive and proactive in educating all members of the school community (teachers, students, parents) regarding suicide and bullying prevention as well as identifying and working with individual and groups of students who may be struggling emotionally and/or engaging in self-destructive or otherwise risky behaviors. Implementation of the curriculum includes, but is not limited to:
 - a. Collaborate with San Ysidro School District to identify appropriate implementation strategies.
 - b. Provide training in suicide prevention using SOS program materials that will include a focus on reducing stigma and providing information on warning signs, risk factors and protective factors to school staff and gatekeepers.
 - c. Provide at least one culturally and linguistically appropriate suicide prevention education presentation using SOS Program materials for parents/caregivers.
 - d. Provide parent/guardian consent forms for participation in the program.
 - e. Provide trained Clinical Coordinators, Mental Health Specialists, Prevention Specialists, and Support Partners to deliver the program.
 - f. Deliver curriculum to ensure fidelity of the program.
 - g. Monitor program fidelity.
 - h. Assess identified students for safety issues.
 - i. Provide resources to families throughout and on completion of services
2. Designate an individual as a point of contact for the program.
3. SBCS will utilize surveys/ demographic forms to gather feedback on program implantation, follow up support, and sustainability
4. Provide follow-up information to the family and community stakeholders
5. Continue efforts to identify additional youth needs and provide additional information to enhance the program's service effectiveness and promote better outcomes for youth.
6. SBCS will follow district safety protocols for risk of self-harm, including notification of administration and parent/guardian where warranted and connecting students to mental health services.

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

Workers Compensation will be in conformance with the laws of State of California and applicable federal laws. SBCS shall provide to SYSD, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the San Ysidro School District as additional insured with applicable endorsements.

VII. **Value of Services:** No Money is transferred. The value of staff time provided by South Bay Community Services is approximately \$ 11,500.

VIII. **Termination:** This Memorandum of Understanding may be terminated for any reason by giving 30 days written notice.

IX. **Execution of Agreement:** The parties have executed this Agreement as set forth below.

South Bay Community Services

430 F Street
Chula Vista, CA 91910

_____ Date: _____
Kathryn Lembo, President and CEO

San Ysidro School District

4350 Otay Mesa Road
San Ysidro, CA 92173

_____ Date: _____
J. Arturo Sanchez Macias, Deputy Superintendent

Attachment A

Business Associate Contract

Covered Entity: South Bay Community Services (SBCS)

Funding Source: County Of San Diego, HHSA Behavioral Health Services, Contract # 553950

Business Associate: Consultant is San Ysidro School District

The terms and conditions of this Business Associate Contract are an integral part of that certain Consultant Agreement (the "Agreement") between SBCS and Consultant. The purpose of this Business Associate Contract is to ensure that Consultant is in full compliance with the applicable Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as "HIPAA."

Definition of Terms

Covered Entity. "Covered Entity" shall mean SBCS designated as the full agency subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 CFR Part 160 and Part 164, Subparts A and E, and those components of SBCS designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information.

Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

Individual. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in Section 164.501.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

"Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PHI, or interference with system operations in an information system that processes, maintains or stores County PHI.

“Unsecured PHI” shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

Obligations & Activities of Business Associate

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirement of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement.

Business Associate agrees to ensure that any agent, including a Consultant, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through the Agreement to Business Associate with respect to such information.

Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with the terms of the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Consultant shall use the forms and processes developed by SBCS for this purpose and shall respond to all requests for access to records requested by SBCS within forty-eight (48) hours of receipt of request by producing records or verifying there are none.

Amendment of SBCS PHI. Consultant shall make any required amendment(s) to SBCS PHI that were requested by an Individual, in accordance with HIPAA. Consultant additionally shall make any amendments to SBCS PHI as SBCS directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by SBCS, and in no more than twenty (20) days.

Documentation of Disclosures. Consultant shall document disclosures of SBCS PHI, respond to a request by an Individual for an accounting of disclosures of SBCS PHI, and make these disclosures available to SBCS or to an Individual at SBCS's request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by SBCS.

If Consultant maintains electronic health records as of January 2009, Consultant shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Consultant acquires electronic health records for SBCS after January 1, 2009, Consultant shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.

The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Consultant shall provide to SBCS or an Individual, in the time and manner designated by SBCS, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.

Permitted Uses and Disclosures by Business Associate

General Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Specific Use and Disclosure Provisions:

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurance from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of

any instances of which they are aware the confidentiality of the information has been breached.

Except as otherwise limited in the Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

Prohibited Uses and Disclosures

Consultant shall not disclose SBCS PHI to a health plan for payment or health care operations purposes if SBCS PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.

Consultant shall not directly or indirectly receive remuneration in exchange for SBCS PHI, except with the prior written consent of SBCS and as permitted by 42 U.S.C. section 17935(d)(2).

Safeguards.

Consultant shall comply with HIPAA regarding any and all operations conducted on behalf of SBCS under this Contract and shall use appropriate safeguards that comply with HIPAA to prevent the unauthorized use or disclosure of SBCS PHI.

Consultant shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Consultant's operations and the nature and scope of its activities.

Security.

Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SBCS PHI. These steps shall include, at a minimum:

Comply with all Standards put forth in Article 14.3, Data Security Requirements (also referenced below in section 8);

Achieve and maintain compliance with HIPAA; and

Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies

Obligations of Covered Entity

Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice. These privacy practices are available on SBCS's web site at www.SDYOUTHSERVICES.org.

Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

Reporting of Unauthorized Use or Disclosure. Consultant shall implement reasonable systems for the discovery of and prompt reporting to SBCS of any use or disclosure, or suspected use or disclosure, of SBCS PHI not provided for by the Contract and/or any transmission of unsecured SBCS PHI, and to take the following steps.

Reports to COR and APO. Consultant shall provide all reports of Unauthorized Uses or Disclosures to SBCS, in order for SBCS to simultaneously report to the County of San Diego's Contracting Officer's Representative and Agency Privacy Officer.

Initial Report. Consultant shall notify SBCS immediately by telephone call plus email upon the discovery of a breach of unsecured SBCS PHI in electronic media or in any other media if SBCS PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to SBCS by the Social Security Administration.

Consultant shall notify SBCS by email within twenty-four (24) hours of the discovery of any suspected security incident or breach of SBCS PHI in violation of this BAA, or potential loss of confidential data affecting this BAA.

A suspected security incident or breach shall be treated as discovered by Consultant as of the first day the breach or security incident is known, even if it is not confirmed, or by exercising reasonable diligence would have known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Consultant.

Reporting shall additionally include emailing of the "SBCS Privacy Incident Report" and/or "County of San Diego Privacy Incident Report" form within twenty-four (24) hours of any above incident, to include all information known at the time of the notification. Consultant shall use the most current version of this form, which is posted on San Diego County's website, www.cosd.compliance.org.

Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of SBCS PHI, Consultant shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Investigation and Investigation Report. Consultant shall immediately investigate such security incident, breach, or unauthorized access, use or disclosure of SBCS PHI.

Within seventy-two (72) hours of the discovery, Consultant shall submit an updated "SBCS Privacy Incident Report."

Complete Report. Consultant shall provide a complete report of the investigation within five (5) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on SBCS's "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA and applicable state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that listed on the "Privacy Incident Report" form, Consultant shall make reasonable efforts to provide SBCS with such information. SBCS will review and approve the determination of whether a breach occurred, Individual notifications are required, and the corrective action plan is adequate.

Responsibilities for Notification of Breaches. If SBCS determines that the cause of a breach of SBCS PHI is attributable to Consultant or its subcontractors, agents or vendors, Consultant shall notify individuals of the breach or unauthorized use or disclosure when notification is required under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. SBCS shall approve the time, manner and content of any such notifications before notifications are made.

Notifications be made to media outlets and to the Secretary, if a breach of unsecured SBCS PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. SBCS shall approve the time, manner and content of any such notifications before notifications are made.

Designation of Individuals.

Consultant shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this section and for communicating on Privacy matters with SBCS.

Consultant shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on Security matters with SBCS.

In accordance with section 164.504(e)(1)(ii), upon Consultant's knowledge of a material breach or violation by its subcontractor of the agreement between Consultant and the subcontractor, Consultant shall:

Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by SBCS; or

Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.

Data Security Requirements: Consultant shall ensure the continuous security of all computerized data systems and paper documents containing SBCS PHI and/or SBCS PII/PI. These steps shall include, at a minimum:

Personnel Controls. Consultant shall ensure: all workforce members who assist in the performance of functions or activities on behalf of SBCS, or access or disclose SBCS PHI and/or SBCS PII/PI, shall:

Have undergone a thorough Consultant background check, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security, privacy, or integrity of SBCS PHI and/or SBCS PII/PI, prior to the workforce member obtaining access to SBCS PHI and/or SBCS PII/PI. The Consultant shall retain each workforce member's Consultant background check documentation for a period of three (3) years following contract termination.

Complete privacy and security training, at least annually, at Consultant's expense. Each workforce member who receives information privacy and security training shall sign a certification, indicating the workforce member's name and the date on which the training was completed. These certifications shall be retained for a period of six (6) years following contract termination, and shall be available to SBCS upon request. Sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the workforce member prior to access to SBCS PHI and/or SBCS PII /PI and shall be renewed annually. The Consultant shall retain each person's written confidentiality statement for SBCS inspection for a period of six (6) years following contract termination.

Be appropriately sanctioned if they fail to comply with security and privacy policies and procedures, including termination of employment when appropriate.

Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. SBCS shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the SBCS upon completion of this Agreement.

Physical Security Controls. Consultant shall safeguard SBCS PHI and/or SBCS PII/PI from loss, theft, inadvertent disclosure, and therefore shall:

Ensure SBCS PHI and/or SBCS PII/PI is used and stored in an area that is physically safe from access by unauthorized persons during both working hours and nonworking hours;

Secure all areas of Consultant facilities where Consultant workers use or disclose SBCS PHI and/or SBCS PII/PI. The Consultant shall ensure that these secured areas are only accessed by authorized individuals with properly coded key cards, authorized door keys or other access authorization, and access to premises is by official identification;

Issue workers who assist in the administration of SBCS PHI and/or SBCS PII/PI identification badges and require workers to wear badges at facilities where SBCS PHI and/or SBCS PII/PI is stored or used;

Ensure each location where SBCS PHI and/or SBCS PII/PI is used or stored has procedures and controls that ensure an individual whose access to the facility is terminated:

Is promptly escorted from the facility by an authorized employee; and

Immediately has their access revoked to any and all SBCS PHI and/or SBCS PII/PI.

Ensure there are security guards or a monitored alarm system twenty-four (24) hours a day, seven (7) days a week at facilities where SBCS PHI and/or SBCS PII/PI is stored;

Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SBCS PHI and/or SBCS PII/PI have perimeter security and access controls that limit access to only authorized Information Technology Staff. Visitors to the data center area must be escorted by authorized IT staff at all times;

Store paper records with SBCS PHI and/or SBCS PII/PI in locked spaces in any facilities that are multi-use, meaning that there are SBCS PHI and/or SBCS PII/PI functions and Consultant functions in one building in work areas that are not securely segregated. The Consultant shall have policies that state workers shall not leave records with SBCS PHI and/or SBCS PII/PI unattended at any time in cars or airplanes and shall not check SBCS PHI and/or SBCS PII/PI on commercial flights; and

Use all reasonable means to prevent non-authorized personnel and visitors from having access to, control of, or viewing SBCS PHI and/or SBCS PII/PI.

Technical Controls. Consultant shall ensure:

All workstations, copiers, and laptops that process and/or store SBCS PHI and/or SBCS PII/PI shall:

Be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk; and

Install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Have critical security patches applied, with system reboot if necessary. There shall be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches shall be installed within thirty (30) days of vendor release.

All servers containing unencrypted SBCS PHI and/or SBCS PII/PI shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

Only the minimum necessary amount of SBCS PHI and/or SBCS PII/PI required to perform necessary business functions may be copied, downloaded, or exported.

All electronic files that contain SBCS PHI and/or SBCS PII/PI shall be encrypted when stored on any removable media or portable device (i.e. flash drives, cameras, mobile phones, CD/DVD, backup media, etc). Encryption shall be a FIPS 140-2 certified algorithm, which is 128bit or higher, such as AES.

All users shall be issued a unique user name for accessing SBCS PHI and/or SBCS PII/PI. Username shall be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours.

Passwords shall be:

At least eight characters;

A non-dictionary word;

Changed at least every ninety (90) days;

Changed immediately if revealed or compromised; and

Composed of characters from at least three of the following four groups from the standard keyboard

-Upper case letters (A-Z)

-Lower case letters (a-z)

-Arabic numerals (0-9)

-Non-alphanumeric characters (punctuation symbols)

Passwords shall not be shared and shall not be stored in readable format on the computer.

Appropriate management control and oversight, in conjunction with SBCS of the function of authorizing individual user access to SBCS PHI and/or SBCS PII/PI and over the process of maintaining access controls numbers and passwords.

When no longer needed, all SBCS PHI and/or SBCS PII/PI shall be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

All systems providing access to, transport of, or storage of SBCS PHI and/or SBCS PII/PI shall:

Provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

Display a warning banner stating that data is confidential systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.

Maintain an automated audit trail that identifies the user or system process which initiates a request for SBCS PHI and/or SBCS PII/PI, or which alters SBCS PHI and/or SBCS PII/ PI. The audit trail shall be date and time stamped, shall log both successful and failed accesses, shall be read only, and shall be restricted to authorized users. If SBCS PHI and/or SBCS PII/ PI is stored in a database, database logging functionality shall be enabled. Audit trail data shall be archived for at least three (3) years after occurrence, and shall be available to SBCS upon request.

Use role based access controls for all users, enforcing the principle of least privilege.

Be protected by a comprehensive intrusion detection and prevention solution if they are accessible via the internet.

All data transmissions of SBCS PHI and/or SBCS PII/PI outside the secure internal network shall be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing SBCS PHI and/or SBCS PII/PI can be encrypted. This requirement pertains to any type of SBCS PII/PI in motion such as website access, file transfer, and E-Mail.

Audit Controls. Consultant shall ensure:

All systems processing and/or storing SBCS PHI and/or SBCS PII/PI shall have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

All systems processing and/or storing SBCS PHI and/or SBCS PII/PI shall have a routine procedure in place to review system logs for unauthorized access.

All systems processing and/or storing SBCS PHI and/or SBCS PII/PI shall have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Investigate anomalies in usage of SBCS PHI and/or SBCS PII/PI identified by SBCS and report conclusions of such investigations and remediations to SBCS.

Business Continuity / Disaster Recovery Controls

Consultant shall establish a documented plan to enable continuation of critical business processes and protection of the security of electronic SBCS PHI and/or SBCS PII/PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

Consultant shall ensure Data Centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of SBCS PHI or PII/PI, must include

sufficient environmental protection such as cooling, power, fire prevention, detection, and suppression.

Consultant shall have established documented procedures to backup SBCS PHI and/or SBCS PII/PI to maintain retrievable exact copies of SBCS PHI and/or SBCS PII/PI. The plan shall include a regular schedule for making backups, storing backup's offsite, an inventory of backup media, and an estimate of the amount of time needed to restore SBCS PHI and/or SBCS PII/PI should it be lost. At a minimum, the schedule shall be a weekly full backup and monthly offsite storage of SBCS data.

Paper Document Controls. Consultant shall ensure:

SBCS PHI and/or SBCS PII/PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or separate office inside a larger office. Unattended means that information is not being observed by an employee authorized to access the information. SBCS PHI and/or SBCS PII/PI in paper form shall not be left unattended at any time in vehicles and shall not be checked in baggage during commercial flights.

Visitors to areas where SBCS PHI and/or SBCS PII/PI are contained shall be escorted and SBCS PHI and/or SBCS PII/PI shall be kept out of sight while visitors are in the area.

SBCS PHI and/or SBCS PII/PI shall be disposed of through confidential means, such as cross cut shredding and pulverizing.

SBCS PHI and/or SBCS PII/PI shall not be removed from the premises of the Consultant except for identified routine business purposes or with express written permission of SBCS.

Faxes containing SBCS PHI and/or SBCS PII/PI shall not be left unattended and fax machines shall be in secure areas. Fax cover sheets shall contain a confidentiality statement instructing persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

Mailings of SBCS PHI and/or SBCS PII/PI shall be sealed and secured from damage or inappropriate viewing of SBCS PHI and/or SBCS PII/PI to the extent possible. Mailings which include 500 or more individually identifiable records of SBCS PHI and/or SBCS PII/PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of SBCS's HHSA Privacy Officer to use another method is obtained.

Consultant shall mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of SBCS PHI and/or SBCS PII/PI by Consultant or its agents, including a subcontractor, and/or in violation of the requirements of this Agreement.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Return of Information

Upon cancellation, termination or expiration of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Consultants or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the same confidentiality protections to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

Regulatory References. A reference to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

Amendment. The parties agree to take such action as is necessary to amend this Attachment A from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

Survival. The respective rights and obligations of Covered Entity and Business Associate under this Attachment A shall survive the termination of the Agreement.

Interpretation. Any ambiguity in this Attachment A shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

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: AGREEMENT WITH MRC SMART TECHNOLOGY SOLUTIONS
FOR DISTRICT PRINT SHOP EQUIPMENT

BACKGROUND INFORMATION:

During a routine review of the equipment at the print shop, it was determined that the existing duplicating equipment, that has been in the District since 2011, is long overdue to be replaced. The District would like to renew the agreement with MRC Smart Technology Solutions, a Xerox Company. 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 (*supplies, service calls, analyst support, staples and automatic toner shipments*):

	Equipment New Lease Cost	Overage Costs for Prints
Xerox Nuvera 120	\$3,585.94	\$0.0053
Xerox D110	\$1,075.98	\$0.0056
Xerox 242 Color	N/A	\$0.0147 B/W rate
		\$0.0901 Color rate
Total Monthly:	\$4,661.92	Vary

*200,000 B/W Allowance

RECOMMENDATIONS:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: RAM

Financial Implications?

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

Requisition #

Yes No

Yes No

TBD

(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.

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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

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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.

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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.

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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.

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5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES

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

CONSULTANT:	MRC Smart Technology Solutions
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

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

MRC Smart Technology Solutions

 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

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

	Equipment New Lease Cost Monthly Fee	Overage Costs for Prints
Xerox Nuvera 120*	\$3,585.94	\$0.0053
Xerox D110	\$1,075.98	\$0.0056
Xerox 242 Color	N/A	\$0.0147 B/W rate \$0.0901 Color rate
Total Monthly:	\$4,661.92	Vary

*200,000 B/W Allowance

Refer to attached Lease Pricing Proposals.//

Lease Pricing PROPOSAL



Presented to SAN YSIDRO

By MARYA KHOJA

On 8/30/2016

EXHIBIT A

D120- 36 MONTHS

Negotiated Contract : 072715300

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. MFF-120 (NUVERA 120 EA)	<ul style="list-style-type: none"> - Top Cover High - 2nd Feed Mod 4 Try - Mff W/hole Punch - Postscript & Ppml Sw - Feed Module W/scannr - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	<ul style="list-style-type: none"> - Xerox 6135 S/N FLX000551 Trade-In as of Payment 64 - Xerox 61XX CNTRL S/N VXN421951 Trade-In as of Payment 64 	9/8/2016

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. MFF-120	\$3,585.94	1: Total	1 - 200,000 200,001+	Included \$0.0053	<ul style="list-style-type: none"> - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$3,585.94	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of SAN YSIDRO. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 9/29/2016.

For any questions, please contact me at (858)573-6300



Lease Pricing PROPOSAL



Presented to SAN YSIDRO

By MARYA KHOJA

On 8/30/2016

Negotiated Contract : 072715400

EXHIBIT A

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. D110CP (D110 COPIER/PRINTER)	<ul style="list-style-type: none"> - High Capacity Feeder - Standard Install - Standard Finisher + - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	- Xerox 4112CP S/N GYA889918 Trade-In as of Payment 64	9/14/2016

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. D110CP	\$1,075.98	1: Total	All Prints	\$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$1,075.98	Minimum Payments (Excluding Applicable Taxes)			

All information in this proposal is considered confidential and is for the sole use of SAN YSIDRO. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 9/29/2016.

For any questions, please contact me at (858)573-6300





EXHIBIT A



Professional Recommendation District Print Shop

36 month lease

Pricing fixed for term

Includes: Supplies, Service calls, Analyst Support, Staples and Automatic Toner Shipments

- Xerox Nuvera 120 to replace Xerox 6135
 - Includes 200,000 B/W Allowance
 - Overage cost \$0.0053 Current Spend: \$0.0042
 - New Lease cost: \$3,585.94 Current Spend: \$3,238.11
- Xerox D110 to replace Xerox 4112
 - Overage costs \$0.0056 Current Spend: \$0.0042
 - New Lease Cost: \$1,075.98 Current Spend: \$1,249.00
- Own your current Xerox 242 color machine at no additional cost
Current Costs \$40.00 Monthly service fee
 - MRC Will continue to service and supply this machine
 - Cost Per Copy will reflect current rates of \$0.0147 B/W and \$0.0901 Color

MRC will Remove current equipment, install new device, set up and Training.

Current Lease is expired, was purchased in 2011, on a 60 month term. Staples were not included. New lease minimizes term to 36 months. Xerox will continue to service the Nuvera.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

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: AGREEMENT WITH SSD SYSTEMS

BACKGROUND INFORMATION:

The Governing Board and the District are committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. They also recognize the importance of protecting District property, facilities, and equipment from vandalism and theft.

The Governing Board and the District believe that reasonable use of surveillance cameras will help the District achieve its goals for campus security. In consultation with the safety planning committee and relevant staff, the Superintendent or designee identified appropriate locations for the placement of surveillance cameras. Cameras will not be placed in areas where students, staff, or community members have a reasonable expectation of privacy.

Due to several vandalisms and thefts throughout the District, it was determined that the installation of security cameras at all school sites including the District office and warehouse areas would help identify and reduce property losses.

RECOMMENDATION:

Approve 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.

Renewal New Amendment Ratify Other

Business Services Reviewed: psm

Financial Implications?

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

Requisition #

Yes No

Yes No

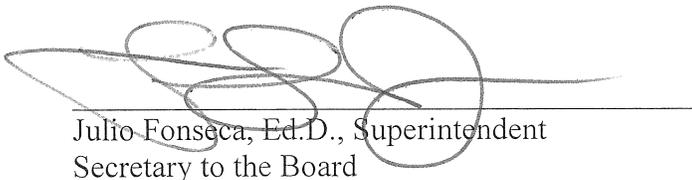
Estimated
\$62,687.31
(Amount)

Supplemental & Concentration
and General 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 9th day of September 2016, by and between the San Ysidro School District, hereinafter called the "District", and

SSD Systems

Company/Consultant

(858) 675-8139

Telephone Number

11031 Via Frontera, Suite B, Rancho Bernardo, CA 92127

Address

srobertson@ssdsystems.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 (3 years)

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBILITIES OF CONSULTANT

4.1 ORGANIZATION

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

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

SAN YSIDRO SCHOOL DISTRICT

4350 Olay 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 ⁽¹⁰⁾ days before the effective date of such termination. Upon termination, Consultant shall be compensated only ⁽¹⁰⁾ 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, *And FAILURE TO PERFORM.*

(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 Olay Mesa Road, San Ysidro, CA 92173

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES

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

CONSULTANT:	SSD Systems
Name:	Steve Robertson
Title:	Security Consultant
Address:	11031 Via Frontera, Suite B
City/State/Zip Code:	Rancho Bernardo, CA 92127
Telephone:	(858) 675-8139
Email:	srobertson@ssdsystems.com

DISTRICT:	San Ysidro School District	
Name:	J. Arturo Sanchez Macias	Victor Guzman
Title:	Deputy Superintendent	Director of MOTF
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3065
Email:	arturo.macias@susd.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

SSD Systems

Firm Name

Sheila Affeld

Signature of Authorized Agent

Sheila Affeld, Service VP

Print Name, Title

9-2-16

Date:

858 248-6027

Phone Number

San Ysidro School District

Firm Name

Signature

J. Arturo Sanchez Macias, Deputy Superintendent

Print Name, Title

Date

08-23-16

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

The attached proposals and full service agreement are based on the plans, specifications and addendums provided for this security project. The proposals include the purchase and installation of equipment and a full service plan which includes parts and labor for all repairs and service, excluding damage or human error. Covered service will be provided from 8:00 a.m. to 4:00p.m., excluding weekends and holidays. Inclusion and Exclusions of services are also indicated.

Proposals and full service agreement are specific to the following sites (**See attached**):

Location	Proposal #	Purchase Amount (one-time only expense)	**Full Service Plan Amount Monthly Fee
1. District Office	131619C	\$12,614.63	\$143.80/month
2. San Ysidro Middle School	133875A	\$10,429.42	\$95.47/month
3. La Mirada Elementary	134307A	\$7,579.76	\$76.51/month
4. Sunset Elementary	134310A	\$7,892.38	\$72.87/month
5. Ocean View Hills	134312A	\$8,582.23	\$82.85/month
6. Smythe Elementary	134314A	\$5,642.38	\$54.12/month
7. Preschool & Child Dev.	134627A	\$3,265.27	\$31.15/month
TOTAL:		\$56,006.07	\$556.77/month x 12 months = \$6,681.24/yr

3-year Agreement		
GRAND TOTAL:	*\$62,687.31	Sept. 2016 – Sept. 2017 (Amount estimated)
	**\$6,681.24	Sept. 2017 – Sept. 2018
	**\$6,681.24	Sept. 2018 – Sept. 2019
ESTIMATED CONTRACT TOTAL:	\$79,049.79	

* This amount includes Purchase Amount and one (1) year of the service plan. Note: Installation includes one year warranty on parts and 90 days labor on newly installed equipment; therefore, the amount of year one (Sept. 2016 – Sept. 2017) may be less than the one stated above. //

SSD Systems

 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



SSD Alarm

11031 Via Frontera Ste B
Rancho Bernardo, CA 92127
858-675-8139

Alarm Company License: ACO#1434
State Contractors License: (C-7, C-10, C-16) #557497

- New System or Takeover
- New Owner Resign
- Addition to Current Contract
- Name Change
- Alteration Cancel Former Contract

This agreement is made this 1st day of September, 2016, by and between SECURITY SIGNAL DEVICES, INC., a California corporation hereinafter called "SSD" and San Ysidro School District hereinafter called "Subscriber".

(1) **INSTALLATION.** SSD agrees to install, or cause to be installed, and, if applicable, to provide monitoring and/or other services, without liability and not as an insurer, the security/fire System, hereinafter sometimes referred to as the "System(s)", as set forth herein. Installation location:

4350 Otay Mesa Rd.
San Ysidro CA 92173--
(619) 428-4476

Approximate Installation Start Date: 09/25/2016
Approximate Installation Completion Date: 10/29/2016

(2) TERM AND PAYMENT

Failure by SSD, without justification, to substantially commence work within 20 days from the approximate date specified above is a violation of the Alarm Company Act. Subscriber hereby agrees to pay SSD, its agents or assigns, the total installation sum of \$56,006.67 including \$0.00 herewith and \$56,006.67 upon the completion of installation or at the option of SSD progress invoices will be billed and Subscriber agrees to pay within 30 days of the date of the invoice, and \$556.77 monthly, to be paid Monthly; Quarterly; or Annually in Advance; plus applicable state and/or local tax(es), for a period of thirty-six (36) Months from the date the above described work is completed unless otherwise stated. This agreement shall automatically renew itself for additional twelve (12) Month periods, at the then existing monthly rate unless either party shall notify the other, in writing, via certified mail, of its intention to terminate, not less than 30 days prior to the expiration of the original term or any subsequent term thereafter.

(3) **ALARM PERMIT FEES.** Subscriber understands that some cities may require an alarm permit and an application fee in order to legally operate the alarm System and receive police and/or fire department response. It is Subscriber's responsibility to contact the proper city office and obtain and pay for any such permit, as well as obtain and abide by the rules and guidelines pertaining to the use of their System.

(4) **TELEPHONE COMPANY CHARGES.** Any applicable telephone company connection fees, jack installation fees or related monthly charges are not included and will be billed separately by the phone provider or SSD. Calls to the 911 emergency operators cannot be made when the System is activated and some telephone services such as DSL and VOIP may affect reliability. Therefore Subscriber may wish to have the System connected to a separate communication or back-up transmission method. If Subscriber's telephone, cellular or internet service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to SSD and the Central Station will not know of the service problem.

(5) **FIRE ALARM SYSTEMS.** Unless otherwise stated herein, any required periodic fire alarm testing is not included and will be billed on an hourly basis. Should any local fire authority now or in the future determine that modifications or additional equipment is necessary, this agreement will be modified as needed and Subscriber agrees to pay for any additional fees. Unless otherwise stated herein, any required engineered drawings, submittals, permit plan check fees and/or inspection fees are not included and will be paid by Subscriber. Subscriber agrees to reimburse SSD for any such expenses as well as all related labor at SSD's current labor rates. Subscriber agrees to comply with all applicable local and national fire system installation, testing and maintenance regulations. Subscriber authorizes SSD to perform any necessary services to conform to the above regulations and agrees to pay SSD for those mandatory services. Subscriber to provide two dedicated phone lines with RJ31X jacks or alternative forms of communication approved by the AHJ, and 120 VAC power at each Fire Alarm Control. Unless otherwise stated herein, conduit, back boxes, and sprinkler devices are excluded and provided by others.

(6) **DISCLAIMER OF WARRANTIES.** SSD DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE ALARM SYSTEM OR SERVICES WILL PREVENT ANY LOSS; OR THAT THE ALARM SYSTEM OR SERVICES WILL PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. Subscriber acknowledges and agrees: that SSD has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose, nor has Subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees: that any affirmation or fact or promise shall not be deemed to create an express warranty, and that there are no warranties that extend beyond the face of this agreement hereof. Subscriber further acknowledges and agrees: that SSD is not an insurer; Subscriber assumes all risk of loss or damage to Subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this agreement, particularly Paragraph 17 and 18 which set forth SSD's maximum liability in the event of any loss or damage to Subscriber or anyone else.

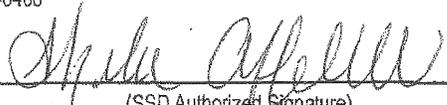
(7) **BACK-UP ALARM COMMUNICATION:** Subscriber has been offered one or more of the following as a secondary means of system communication: Radio, Cellular, Internet and Landline, in the event Subscriber's primary systems communication method fails for any reason or is sabotaged. If Subscriber has opted to decline this additional level of protection, Subscriber understand that SSD has no control over and accepts no responsibility for any Radio, Cellular, Internet or Landline transmission failures.

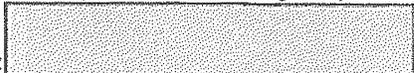
(8) **RECEIPT OF COPY.** Subscriber acknowledges receipt of a copy of all pages as referenced above.

TERMS AND CONDITIONS CONTAINED ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF.

SECURITY SIGNAL DEVICES, INC.
Presented By: Steve Robertson
Alarm Agent #: 46468

BY:  DATE: 
(Customer Authorized Signature)

APPROVED: 
(SSD Authorized Signature)

NAME:  TITLE: 
(Customer Print Name)

THIS AGREEMENT SHALL NOT BE BINDING UPON SSD UNLESS EITHER APPROVED IN WRITING BY AN AUTHORIZED ADMINISTRATOR OF SSD OR SSD BEGINS THE INSTALLATION OR COMMENCES SERVICE. IN THE EVENT OF FAILURE OF APPROVAL, SSD'S SOLE LIABILITY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO SSD UPON THE SIGNING OF THIS AGREEMENT LESS ANY COSTS INCURRED BY SSD. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY AN AUTHORIZED ADMINISTRATOR OF SSD AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

This Agreement may be executed and transmitted by facsimile, email, Adobe/PDF format, or other similar media, each of which shall be deemed an original signed by the transmitting party, the authenticity of which signature(s) shall be deemed to be affirmatively represented by the transmission.

(9) INSTALLATION OF SYSTEM. Subscriber will permit SSD to install the System(s) during SSD's normal business hours and will provide SSD uninterrupted access to Subscriber's premises. Subscriber warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System(s) under all conditions set forth herein. Subscriber has approved the locations of where all devices will be installed. Pricing provided is based on job site conditions allowing unobstructed access to all wire pathways and device locations throughout the facility. In the event site conditions change and impede the installation of the system, additional labor and materials may be required to complete the installation and will be chargeable to the subscriber. If the alarm System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. Subscriber will provide 24 hour -110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves etc.) that SSD deems reasonably necessary to facilitate the installation and operation of the System(s). Subscriber will provide adequate lighting for any CCTV System. Subscriber understands Camera protection is not intended to provide coverage beyond a limited field of view and that SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, fog, rain, weather, distance, angle of view, blockage, power, etc. If telephone or utility services or wiring are necessary for the installation and operation of the System, Subscriber will provide them at Subscriber's expense. Subscriber has the affirmative duty to inform SSD, in writing, prior to beginning of installation, of every location at the premises where SSD should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, SSD will determine where to drill holes and place equipment. SSD will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be Subscriber's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, SSD will cease work until Subscriber has, at Subscriber's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to SSD personnel. In no case shall SSD be liable for discovery or exposure of asbestos or other hazardous material. Upon completion of the System(s), Subscriber will thoroughly inspect the System(s) to verify that all equipment has been installed and is working properly. SSD will thoroughly instruct Subscriber in the proper use of the System. In the event there is a discrepancy the Subscriber will notify SSD, in writing via certified mail, within ten (10) days after completion; otherwise the System(s) will have been accepted by Subscriber. SSD assumes no liability for delay in installation or for interruption of service due to labor dispute, riots, power failures, insurrection, interruption of or unavailability of phone service, acts of God, bad weather, terrorism, delays caused by other trades or any other cause beyond the control of SSD and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue. In the event of any of the aforementioned delays, subscriber agrees to reimburse SSD for any additional costs that SSD may incur. Starting the installation of wiring or delivery of any equipment to your premises or initiating plan engineering of the system will constitute substantial commencement of the work to be performed. Radio communicators may be replaced temporarily or permanently, at the sole discretion of SSD, if radio coverage is insufficient.

(10) OWNERSHIP OF SYSTEM. (a) Unless otherwise indicated herein, the entire System, including all devices, instruments, and all connections, wires, conduits and other materials associated therewith, except telephone company lines, is and shall at all times remain the sole property of SSD. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to SSD the cost of repair or replacement for any loss or damage to SSD'S equipment including but not limited to loss by fire, earthquake, riots, flood, or other damage or destruction. At the conclusion of this agreement, including any renewal term, the equipment and wiring is not to be disturbed, removed or utilized by Subscriber or any third party unless SSD has agreed in writing to sell the System or wiring. Any unauthorized conversion of this equipment will be billed to Subscriber and Subscriber agrees to pay that bill upon demand. At the end of this agreement, Subscriber will permit SSD to remove all or any portion of the System and SSD may choose to abandon all or any portion of the System. (b) Where Subscriber purchases the alarm System, the digital communicator, yard signs and decals shall at all times remain the property of SSD, and may be removed by SSD unless Subscriber continues to subscribe to monitoring service. Subscriber will notify SSD via certified mail no later than 30 days in advance of any intention to vacate the premise or sell the property/business. Such event will not relieve the Subscriber of any other obligations hereunder.

(11) REPAIR SERVICE. Unless otherwise stated herein SSD will repair the newly installed System at no labor charge for a period of ninety (90) days, and will provide parts at no charge for a period of one (1) year. After the expiration of these time periods, all service calls will be billed on a time and material basis. Unless otherwise stated herein, all existing devices are repairable on a time and material basis. *When contracted for, the SSD Provided System (SPS) is covered for all repairs and service excluding lift charges if required. If any part of the (SPS) system cannot be repaired and is no longer available, it will be replaced with equipment having at least the same quality and performance at no charge. Remote code changes are included provided that the code change can be made remotely from SSD's Central Monitoring Station. Systems which do not allow remote access will require an SSD trained technician to implement the code change while on site, and Subscriber accepts SSD's standard service rates in order to facilitate this change. *When contracted for, the Full Service Plan includes parts and labor for all repairs and service excluding lift charges if required. Notwithstanding any of the above, repairs required because of Subscriber's misuse or abuse of the System or damage from an external source, or act of God, will be charged to Subscriber. Subscriber shall pay all charges, which may result from any alteration, remodeling, repair, or other change to Subscriber's premises. Additions to, or changes in or rearrangement of the space protection components, necessary by stock, fixture, or structural changes, which shall be necessary to retain the original protection provided shall be at Subscriber's expense. Additionally, miscellaneous fees beyond the control of SSD (i.e. parking, inspection, plan submittal or plan engineering fees) shall be billed to Subscriber. SSD and/or its subcontractor(s) shall be the sole provider of service and Subscriber agrees not to allow any other person to service or disturb any of the equipment or wiring during the term of this agreement. SSD's obligation hereunder relates solely to the described services and SSD is in no way obligated to maintain, repair, service, or to assure the operation of the property, system or any other device or devices of the Subscriber or of others which SSD's system may be attached or connected which may include however not be limited to, HVAC, Duct Detectors, and all Sprinkler related devices. Further, SSD will not be held liable to repair or redecorate any portion of the Subscribers premises upon removal of all or part of SSD's system. SPS and Full Service plans are subject to SSD's standard service hours of: Monday - Friday, 8:00am - 4:00pm, excluding weekends and holidays. Emergency service or service not performed on SSD's normal business days (Monday through Friday excluding holidays) between 8:00 am and 4:00 pm will be billed at the then prevailing emergency rates.

(12) TAXES, UTILITY CHARGES, OR MONTHLY CHARGES. (a) Any sales tax, property tax or other tax has not been calculated into this agreement and Subscriber agrees to pay any such tax, fines and penalties relating to this agreement when due. If SSD pays any of the above, Subscriber agrees to reimburse SSD on demand and to pay SSD on demand a \$15.00 processing fee for each payment SSD makes on Subscriber's behalf. Subscriber also agrees to pay SSD, on demand, any filing and releasing fees prescribed by the Uniform Commercial Code or other law. (b) Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of the above described work, SSD may at any time, increase the monthly service charges. Said increases are not to exceed an average of ten (10%) percent per year.

(13) MONITORING SERVICE. Unless given special verbal or written instruction to the contrary by Subscriber, or required otherwise by any governmental authority, when an alarm signal from the System is received, SSD's monitoring facility (the "Center") will attempt to telephone the proper police, fire department, private alarm response or other emergency personnel and the first available person on the Subscriber's emergency call list. When a non-emergency, trouble and/or supervisory signal is received, the Center will attempt to make contact at the site or with the first available person on the emergency call list but will not notify emergency authorities. To avoid false alarms, the Center may call Subscriber's premises first to determine if an actual emergency exists before calling any responders. If the Center has reason to believe that no actual emergency exists, it may choose not to place such notification calls. SSD may alter, amend, change or discontinue any part of this service if required to do so by governmental or insurance authorities. If any governmental agency requires or enacts verified response, any such fees related to this service, or private alarm response, will be billed to Subscriber who agrees to pay SSD for any such service. Under no circumstances shall any such event affect the validity or term(s) of this agreement. Further, Subscriber is aware and acknowledges that the system can be compromised in the event that; (i) the codes or devices used for access are lost, (ii) the communication transmission is compromised by a third party, (iii) the Subscribers wireless network and/or router are down, lose communication, not maintained for any reason and, (iii) any other 3rd party breach out of the control of SSD. SSD shall have no liability for such third party unauthorized access and or Subscriber network/communication failure and SSD is not responsible for the security or privacy of any wireless network systems or router. It is the Subscribers sole responsibility to secure access to the Subscriber provided network and communication path.

(14) SUBSCRIBER'S RESPONSIBILITIES. (a) Subscriber shall carefully and properly set the burglar alarm System immediately prior to the closing of the premises and carefully test the System daily during the term of this agreement. In the event remote or battery operated devices are installed, subscriber is responsible for periodic testing and replacement of the batteries as necessary. In the event any defect in the operation of the System develops, Subscriber shall notify SSD and SSD will repair such defective condition as soon as possible after the receipt of said notice. In the event Subscriber shall cause an excessive number of false alarms through carelessness, or malicious or accidental use of the alarm, video or other monitored System(s) or in the event Subscriber shall in any manner misuse the System, it shall constitute a material breach of contract by Subscriber and SSD may, at its option, in addition to all other legal remedies, be excused from further performance upon giving ten (10) days' notice to Subscriber. SSD'S excuse from performance will not affect SSD'S right to recover damages from Subscriber. Unless otherwise indicated, the Subscriber is solely responsible for all governmental fees, false alarm fines and excess data charges resulting from the use of the System. In the event a fine, penalty or fee shall be assessed against SSD by any governmental agency as a result of any false alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse SSD for payment of said false alarm fine, penalty, excess data charges or fee. In the event SSD shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally or negligently activates the alarm System and no emergency condition exists, then and in that event, Subscriber agrees to pay SSD for any such response at the then prevailing labor rate. (b) Subscriber agrees to furnish SSD a list of names, titles and emergency phone numbers of all persons authorized to enter the premises of the Subscriber during closed periods. Upon written request, such persons shall be supplied by SSD with a pass card. Upon request, Subscriber agrees to furnish SSD with a daily and holiday opening and closing schedule, in writing. All changes and revisions to the above shall be supplied to SSD in writing. Subscriber acknowledges and will inform its employees and associates of the fact that SSD may monitor and record telephone conversations to or from SSD facilities for documentation and quality assurance purposes. (c) Subscriber authorizes and directs SSD to cause the arrest of any persons on or around the premises unauthorized by the Subscriber to enter the premises of Subscriber and to hold such persons until released by Subscriber or his known representative and in such case, Subscriber agrees to indemnify SSD and to hold SSD harmless against any liability or expense resulting from any such action on the part of SSD or its representative in carrying out the aforesaid instructions. (d) Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the System while the System is on. In the event of a power failure or other interruption, at Subscriber's premises, Subscriber shall immediately notify SSD.

(15) DEFAULT, TERMINATION, COLLECTION CHARGES. In the event Subscriber defaults in the performance of any of the terms or conditions of this agreement, including the failure to make any payment as agreed herein, the balance of the monies due for the remainder of this agreement shall become immediately due and payable at the option of SSD. Further, in the event of any default by Subscriber, or upon expiration of this agreement or any renewal term thereof, Subscriber hereby consents to SSD entering the aforesaid premises or any other premises where the property of SSD may be located for the purpose of removing all or part of the equipment belonging to SSD. In addition, Subscriber agrees to pay to SSD all sums to which SSD may be entitled under the law by virtue of said default. If any part of a payment is more than ten (10) days late, Subscriber agrees to pay a late charge of ten (10%) percent of the payment which is late or, if less, the maximum late charge allowed by applicable law. Subscriber also agrees to pay a collection call charge of \$10.00 for each call made by SSD to collect late payments from Subscriber and/or any cost associated with the collection. Subscriber agrees to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons. Upon default by the Subscriber for any reason, SSD reserves the right to immediately discontinue any and all services without liability. At such time as the default is cured, the Subscriber agrees to pay a reconnection fee of \$100.00 per System. Discontinuance of services or removal of the equipment and other items by SSD shall not be considered to be a breach by SSD of this agreement or waiver of SSD to such damages which it may be entitled to under the law; nor shall SSD be liable for any damage caused to the premises by the installation or removal of its equipment or the abandonment thereof. In the event of a breach by the subscriber of this agreement for any reason, SSD shall bring a claim within the time period set forth in the applicable statute of limitations in the state of which governs the enforcement of this agreement.

(16) SUSPENSION. This agreement may be suspended or cancelled without immediate notice and without liability or penalty, at the option of SSD, in the event SSD'S Central Station equipment is destroyed by fire, or by other means, or is so substantially damaged in SSD's sole opinion that it is impractical to continue service while any such condition is corrected. All terms and conditions of this agreement will remain in force during this condition. At the client's request a pro-rated monitoring credit for any such down time exceeding 24 hours may be issued.

(17) SSD NOT AN INSURER AND LIQUIDATED DAMAGES. It is understood and agreed by and between the parties hereto that SSD is not an insurer, and any property or casualty insurance should be obtained by Subscriber. SSD's charges are based solely upon the value of the System and services provided for, and are unrelated to the value of Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant SSD assuming any risk of consequential or other damage to the Subscriber due to SSD'S negligence or failure to perform. The Subscriber does not desire this contract to provide for the liability of SSD and Subscriber agrees that SSD shall not be liable for loss or damage (including property damage, personal injury or death) due directly or indirectly to any occurrence or consequences there from, which the System or service is designed to detect or avert. From the nature of the services to be performed, it is impractical and extremely difficult to fix the actual damages (including property damage, personal injury or death) if any, which may proximately result from the failure on the part of SSD to perform any of its obligations hereunder, including installation, monitoring, repair service or other services, or the failure of the System or service to properly operate, or SSD's negligence, with the resulting loss to Subscriber or others. If SSD should be found liable for loss or damage due to a failure on the part of SSD or its System, in any respect whatsoever, its liability shall be limited to an amount equal to the aggregate of six (6) monthly payments, or the sum of Two Hundred Fifty (\$250.00) Dollars, whichever sum shall be less, as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this contract, or from negligence, active or otherwise, of SSD, its agents or employees. Subscriber may obtain from SSD a limitation of liability in lieu of the liquidated damages set forth above, by paying an additional periodic fee to SSD. If Subscriber elects this option, a rider will be attached to this agreement, which will set forth the terms and amount of the limitation of liability and the amount of the additional fee. Agreeing to a higher limitation of liability does not mean that SSD is an insurer.

(18) THIRD PARTY INDEMNIFICATION; SUBROGATION. If anyone other than Subscriber asks SSD to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm System or services, (ii) SSD's negligence, (iii) any other improper or careless activity of SSD in providing the alarm System or services or (iv) a claim for indemnification or contribution, Subscriber will repay to SSD (a) any amount which a court orders SSD to pay or which SSD reasonably agrees to pay, and (b) the amount of SSD's reasonable attorney's fees and any other losses and costs that SSD may pay in connection with the harm or damages. Subscriber will notify its insurance and SSD of this release. Subscriber does hereby for himself and any parties claiming under him, release and discharge SSD from and against all hazards covered by Subscriber's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against SSD.

(19) ATTORNEY'S FEES; VENUE. In the event it shall become necessary for SSD for any reason to institute legal proceedings to collect the cost of the installation or the monthly service charge as set forth herein, then and in such proceeding the unsuccessful party shall pay the successful party reasonable attorney's fees where permitted by law. If for any reason an action is brought by either party, Subscriber and SSD agree that exclusive venue shall be the County of * the State of California.

* San Diego, California

(20) **LIMITATIONS ON LAWSUITS; REFERENCE.** In the event of a perceived breach of this agreement by SSD, the subscriber shall have one year from the date of the perceived breach within which to bring a claim. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by SSD in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in * County California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. * San Diego, California

(21) **ASSIGNEES AND SUBCONTRACTORS.** SSD may transfer or assign this agreement to any other security company, or other entity. Upon an assignment to another security company, SSD will be relieved of any further obligations hereunder. Subscriber may not transfer this agreement to someone else (including someone who purchases or rents Subscriber's premises) unless SSD approves the transfer in writing. SSD may use subcontractors to provide installation, repair, monitoring and other services. This agreement and particularly sections 17 and 18 shall apply to the work and services they provide, and shall apply to them and protect SSD assignees and subcontractors in the same manner as it applies to and protects SSD.

(22) **UCC-1 FORM.** Subscriber authorizes SSD to record a UCC-1 Financing Statement or similar instrument, and to appoint SSD as Subscriber's attorney in fact to execute and deliver such instrument in order to show SSD's interest in the equipment. SSD may at its discretion, file a Preliminary Notice pursuant to Section 397 of the Civil Code and or, a Mechanic Lien pursuant to Section 3081.2 of the Civil Code for all work of improvement as outlined in this agreement.

(23) **HIRING OF EMPLOYEES:** Subscriber agrees that if during the term of this agreement, plus one year thereafter, subscriber shall employ any SSD employee subscriber will pay to SSD for each such employee hired by subscriber the sum of \$15,000.00 as liquidated damages, and not as a penalty.

(24) **LICENSES: ALARM CO. OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPT. OF CONSUMER AFFAIRS, SACRAMENTO, CA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A LATENT ACT OR OMISSION IS FILED WITHIN 4 YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YRS OF THE DATE OF THE ALLEGED VIOLATION. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.**

(25) **The following clauses apply:**

(a) Lift for installation work is included.

(b) Any applicable sales tax for the equipment purchase is included. Additional taxes may apply.

(c) System described in this agreement, excluding alarm central station communicators, is an outright purchase and therefore owned by the Subscriber.

(d) Any unresolved complaints regarding SSD's service shall be reported by subscriber in writing by registered mail. If after receipt of this written notification SSD does not respond to, or make an assertive effort to correct the particular problem within 10 days, subscriber shall have the right to cancel SSD's contract with sixty (60) days' notice to SSD and exercising such shall release subscriber from any further obligation.

Services Included

Burglar Monitoring

- Burglar Alarm
- Burglar Alarm Radio Communicator
- Burglar Alarm Cellular Communicator
- UL Burglar Certification
- User ID
- Open/Close Logging
- Arm/Disarm eNotification
- Fail to Open eNotification (Once Daily)
- Fail to Close eNotification (Once Daily)
- Weekly eReports
- Monthly eReports
- CaptureCam
- Hold-Up Alarm

Fire Monitoring:

- Fire Alarm
- FireNet Radio Communicator
- Fire Cellular Communicator
- UL Fire Certification

CCTV Monitoring:

- Video Verification
- DVR/NVR Heartbeat Check

SPS Service Plan SSD Owned:

- Burglar Alarm
- Fire Alarm
- Access Control
- CCTV
- CaptureCam
- Intercom
- Radio/Cellular Communicator

Full Service Plan Customer Owned:

- Burglar Alarm
- Fire Alarm
- Access Control
- CCTV
- Intercom
- Cellular Communicator

Fire Alarm Test/Inspection Services:

- Monthly
- Quarterly
- Semi-Annual
- Annual

Sprinkler Test/Inspection Services:

- Quarterly
- Annual
- 5-Year

Pump Test:

- Weekly
- Annual

Hydrant Inspection:

- Annual

Fire Extinguisher Inspection:

- Annual
- 6-Year
- 12-Year

Specialty Services:

- Cloud Hosted Access
- Mobile Alarm App Basic
- Mobile Alarm App Video
- Mobile Alarm App Z-Wave
- Remote Code Changes
- False Alarm Protection Plan
- Client Web Portal
- Alarm Response
- Elevator Phone Monitoring
- Bar Coding
- Temperature Monitoring
- Carbon Monoxide
- Software Support Plan Yearly Renewal
- Software Support Plan Yearly Renewal With Site Visit

Work To Be Completed

CCTV (ADDED)

- 1 SAMSUNG NVR 8CH,1TB,POE+,128MBPS HV (C)
- 7 SAMSUNG NVR 4CH,1TB,POE+,64MPS,HDMI (C)
- 23 SAMSUNG IP VNDL DOME,IR 3-8,D/N,WDR (C)
- 1 SAMSUNG VANDAL DOME,5MP,IR,30FPS (C)
- 13 SAMSUNG POWER INJECTOR (C)
- 4 SAMSUNG ALUM MEDIUM CAP ADAPTER (C)
- 4 SAMSUNG WALL MOUNT - IVORY (C)
- 4 SAMSUNG WALL MOUNT BASE F/SBP-300WM (C)
- 56 1/2" EMT CLAMPS (C)
- 1 SAMSUNG LONG ARM WALL MOUNT - IVORY (C)
- 14 REGAL 1/2" COMPRESSION COUPLR (C)
- 4 1/2" BOX TO PIPE COMPRESS CON (C)
- 4 APPLETON LB 1/2" ALUM BODY (C)
- 8 APC UPS 450VA 1U RACKMOUNT (C)
- Lot GENERAL CABLE 24/4PR CAT 6 CABLE (C)
- 590 1/2" EMT CONDUIT (C)
- 1 MISC. CONDUIT, WIREMOLD FITTINGS (C)
- 1 LABOR (C)



SSD Alarm

San Ysidro School District
4350 Otay Mesa Rd.
San Ysidro, CA 92173-

8/31/2016
131619D

Victor Guzman,

Thank you for the opportunity to meet and discuss your needs.

I have developed this proposal based on your specific concerns and requirement. As these are the basis for a successful design, I have summarized key points as I understood them.

Key Points

- PURCHASE AND INSTALLTION OF SAMSUNG CAMERA SYSTEMS AT THE FOLLOWING
- ADDRESSES:
- 4350 OTAY MESA DR. S.Y.
- 4345 OTAY MESA RD.S.Y.
- 1880 SMYTHE S.Y.
- 1880 SMUTHE (PRE SCHOOL)
- 4919 DEL SOL BLVD. S.Y.
- 3825 SUNSET LANE S.Y.
- 222 AVENIDA DE LA MADRID S.Y.

Please let me know if you feel I have missed anything pertinent to your needs or if you would like to add to this list. I look forward to working with you to create a winning solution. If you have any questions about the following proposal, please don't hesitate to contact me.

Sincerely,

Steve Robertson
Security & Fire Consultant
858-248-6027
srobertson@ssdalarm.com



SSD Alarm

SCOPE OF WORK

4350 OTAY MESA RD. SAN YSIDRO CA.--- DISTRICT OFFICE

INSTALL (2) SAMSUNG NVR'S & (7) CAMERAS

1) MAIN BUILDING-(8) CHANNEL-SEE VICTOR FOR EXACT LOCATION--SRN-473S-1TB

2) YARD OFFICE-(4) CHANNEL--BACK BOARD INSIDE SHOP NEXT TO NETWORK.
-SRN-873S-1TB

(5) SAMSUNG IP (2) MEGAPIXEL CAMERAS ON MAIN BUILDING-SNV-6084R

(1) SAMSUNG IP (2) MEGAPIXEL CAMERA ON YARD BUILDING (LOOKING AT FRONT GATE
AND PARKING LOT)-SNV-6084R

(1) SAMSUNG IP (5) MEGAPIXEL CAMERA ON YARD BUILDING (LOOKING AT REAR GATE
AND BUS YARD)-SNV-8081

(1) SBP-300WMI WALL MOUNT-

(1) SPB- 300 CAP

(1) SBP-300HM6 ADAPTER

(1)UPS POWER SUPPLY

CAT6PVC CABLE-

LAN WAN-

4345 OTAY MESA RD.---MIDDLE SCHOOL

(1) SAMSUNG (4) CHANNEL NVR1TB. SRN-473S

(4) SAMSUNG DOMED IP DOME CAMERAS W/ ILLUMINATORS SNV-6084R

(2) SAMSUNG WALL MOUNTS AND ADAPTERS--SBP-300LM

(2) SBP-300HM6

(2) SBP-300 CAP

(2) SAMSUNG POWER INJECTORS--PWR-P-POE30

LOT EMT-12

LAN/WAN--

LOT CONDUIT AND WIRE

(1) DAY LIFT

1880 SMYTHE-PRE SCHOOL-SMYTHE

(1) SAMSUNG NVR--SRN-473-1TB

(1) SAMSUNG IP (2) MEGAPIXEL CAMERAS --SNV-6084R

(1) UPS POWER SUPPLY

LOT EMT-12

LAN WAN



SSD Alarm

1880 SMYTHE AVE.--SMYTHE

- (1) SAMSUNG NVR-1TB SRN-473-1TB
- (2) SAMSUNG CAMERAS--SNV-6084R
- (1) UPS POWER SUPPLY
- (2) SAMSUNG POWER INJECTORS-PWR-P-POE-30
- LOT CAT6PVC CABLE
- LOT WIRE MOLD
- LAN WAN

222 LA MIRANDA-LA MIRANDA

- (1) SAMSUNG NVR---SRN-473-1TB
- (3) SAMSUNG CAMERAS-SNV-6084R
- (1) UPS POWER SUPPLY
- (3) SAMSUNG POWER INJECTORS-PWR-P-POE
- LOT EMT-12
- LOT WIRE MOLD
- LAN WAN

3825 SUNSET LANE-SUNSET

- (1) SAMSUNG NVR- SRN-473-1TB
- (3)SAMSUNG CAMERAS-SNV-6084R
- (2) SAMSUNG POWER INJECTORS-PWR-P-POE
- (1) UPS POWER SUPPLY
- LOT CAT6PVC
- LOT WIRE MOLD
- LAN WAN

4919 DEL SOL BLVD.--OCEAN VIEW HILLS

- (1) SAMSUNG NVR -SRN-473S 1TB
- (4) SAMSUNG CAMERAS-SNV-6084R
- (4) POWER INJECTORS-PWR-P-POE-
- (1) UPS POWER SUPPLY
- (1) SAMSUNG ADAPTER-SBP-300B



SSD Alarm

(1) SAMSUNG WALL MOUNT-SBP-300WM1
LOT CAT6PVC
LOT EMT-12
LAN WAN

INCLUSIONS

- Cable
- Labor to install system as described in this proposal
- Lift
- Project Management
- Training
- Programming
- Materials as listed in this proposal
- Prevailing wage as required
- Purchase sales tax
- Installation includes one year warranty on parts and 90 days labor on newly installed equipment

EXCLUSIONS AND CLARIFICATIONS

- Should subscriber choose to have SSD Systems install the remote viewing software on the subscriber provided computer/server, SSD will not be responsible for said computer/server, software or data. Subscriber shall also make arrangements to have this computer available for the technician at the time of the installation. SSD Systems recommends that subscriber make arrangements to have their own computer personnel load this software on the computer to avoid any possible problems that may result from the installation of this software.
- Camera protection is not intended to provide coverage beyond a limited field of view. Subscriber understands multiple cameras, special lenses and increased lighting may be needed in order to simultaneously get a close up detailed picture with a wide angle picture. SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, weather, distance, angle of view, blockage, power, mounting height, etc.
- Subscriber will be responsible to set aside two hours for training on the Digital Video Recorder System. Any additional time or training will be done on an hourly basis
- Patch panels
- Network switches
- Network connections
- Customer to provide network drop at recorder
- Bond fees and bonding
- Any patching, painting, replacement of ceiling tiles, wall covering repair is excluded
- Any repairs to existing equipment will be done on a time and material basis.



SSD Alarm

- As-built drawings

EQUIPMENT LIST

CCTV System

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>
1	SAMSUNG NVR 8CH,1TB,POE+,128MBPS HV	SRN-873S-1TB
7	SAMSUNG NVR 4CH,1TB,POE+,64MPS,HDMI	SRN-473S-1TB
23	SAMSUNG IP VNDL DOME,IR 3-8,D/N,WDR	SNV-6084R
1	SAMSUNG VANDAL DOME,5MP,IR,30FPS	SNV-8081R
13	SAMSUNG POWER INJECTOR	PWR-P-POE30
4	SAMSUNG ALUM MEDIUM CAP ADAPTER	SBP-300HM6
4	SAMSUNG WALL MOUNT - IVORY	SBP-300WM1
4	SAMSUNG WALL MOUNT BASE F/SBP-300WM	SBP-300B
56	1/2" EMT CLAMPS	MED-30
1	SAMSUNG LONG ARM WALL MOUNT - IVORY	SBP-300LM
14	REGAL 1/2" COMPRESSION COUPLR	611
4	1/2" BOX TO PIPE COMPRESS CON	601
4	APPLETON LB 1/2" ALUM BODY	3822
8	APC UPS 450VA 1U RACKMOUNT	SC450RM1U
Lot	GENERAL CABLE 24/4PR CAT 6 CABLE	CAT6PVC
590	1/2" EMT CONDUIT	EMT-12
1	MISC. CONDUIT, WIREMOLD FITTINGS	HARDWARE
1	LABOR	

INVESTMENT SUMMARY

PURCHASE

System Investment	\$53,499.47
Sales Tax	\$2,507.20
Total System Investment	\$56,006.67

SERVICES

Full Service Plan New Devices Only

Total Monthly Fee \$556.77 / month

Full Service Plan includes parts and labor for all repairs and service, excluding damage or human error. Covered service will be provided 8:00am - 4:00pm, excluding weekends and holidays. Lift fee, if required, is excluded.



SSD Alarm

INVESTMENT CLAUSES

- 50% deposit due upon acceptance
- This proposal is valid for 30 days.

By signing below, I acknowledge receipt and acceptance of all terms and conditions throughout this proposal.

Accepted by:

Date:

Print Name:

Title:

SSD Representative: Steve Robertson 46468

SSD Approved by:

Steve Robertson

11B.14

Page 20 of 20

Preventing Loss • Protecting Lives • Since 1968

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

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: AGREEMENT WITH KATHLEEN MOORE AND ASSOCIATES FOR
PHASE III OF DISTRICT'S RECONFIGURATION PROJECT

BACKGROUND INFORMATION:

The District needs assistance of a specially trained and experienced consultant competent to provide advise to the District on the reconfiguration of the schools and facilities. Kathleen Moore and Associates will support the District on the oversight of this project. Ms. Moore has assisted the District with Phase I and Phase II of the District's reconfiguration and would like to retain her services for Phase III of this project.

RECOMMENDATION:

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

Renewal New Amendment Ratify Other

Business Services Reviewed: fa

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

Yes No

Yes No

Requisition #

Estimated cost

\$165,000.00

(Amount)

Building Fund

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 9th day of September, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Kathleen Moore and Associates
Company/Consultant

(916) 730-9091
Telephone Number

221 Noe Street #1, San Francisco, CA 94114
Address

Kathleen@kathleenmorreassociates.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 8, 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 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)*
Waived _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.
Waived _____

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

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

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

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

Verification of Coverage

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

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

5.2 SUSPENSION OF SERVICES

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

5.3 TERMINATION OF AGREEMENT

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

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES

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

CONSULTANT:	Kathleen Moore and Associates
Name:	Kathleen Moore
Title:	
Address:	221 Noe Street #1
City/State/Zip Code:	San Francisco, CA 94114
Telephone:	(916) 730-9091
Email:	Kathleen@kathleenmorreassociates.com

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

Kathleen Moore and Associates
 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

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

The District is authorized By Section 53060 of the California Government Code to contract with and employ person for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are trained and experienced and competent to perform special services required.

The District is in need of such special services and advice; and Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis.

The parties agree as follows:

1. Consultant and sub-consultants will support the District in its oversight of its facilities program, and implementing its grade level configuration change including but not limited to:
 - a. Task 1: Boundary Change Recommendations. Estimated fee: \$60,000
 - i. Utilizing the district's existing enrollment and boundary data and projected enrollment data, provide boundary recommendations concerning Smythe, La Mirada and Sunset to effectuate the 2017-18 grade level reconfiguration.
 - ii. Present preliminary boundary recommendations to the Board of Education.
 - iii. Solicit school community input on draft boundary recommendations, finalize and present final recommendation to the Board of Education.
 - b. Task 2: Human Resources Recommendations. Estimated fee \$40,000
 - i. Assist with developing parameters and language for Memorandum of Understanding to effectuate the 2017-18 grade level reconfiguration, including but not limited to, current contract language interpretation, staffing allocation configurations, seniority list application, relocation of employees, and assistance with negotiating reassignments and relocation contract language for employees and classroom moves.
 - ii. Assist with implementing Memorandum of Understanding as needed.

- c. Task 3: Move Management Organization. Estimated fee \$65,000
 - i. Provide classroom-by-classroom move management recommendations for affected sites.
 - ii. Provide bus routes and transportation recommendations as needed.
- 2. District will prepare and furnish to the Consultant upon the Consultant's request such information as is reasonable and necessary to the performance of the Consultant's works under the agreement, including but not limited to detailed pupil enrollment and residing data for the boundary work. The Consultant understands that all information provided to the Consultant is the property of the District and shall remain the property of the District.
- 3. Compensation: Consultant and sub-consultants shall be compensated at a rate of \$185 per hour including travel time of four (4) hours per in-district trip per associate for a not to exceed fee of \$165,000. Travel expenses will be borne by the Consultant up to 4 in-district trips and then billed at cost thereafter.
- 4. Term: September 8, 2016 to June 30, 2017, or until District determines no further services are required. This Agreement may be extended as required and agreed upon by both parties.
- 5. Professional Liability: District agrees that Consultant will act in an advisory role only, and therefore will not assume liability for any action taken or inaction by the District related to advice.
- 6. Consultant, in performance of this Agreement, shall act as an independent contractor. Consultant shall not be considered an officer or employee of the District and would not be entitled to benefits of any kind or nature normally entitled to employees, including but not limited to State unemployment or workers' compensation. Consultant assumes full responsibility for the payment of all applicable federal, state and local taxes related to this Agreement.

Approved:

District: _____ Consultant: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 8, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
San Ysidro Middle School
Roberto Carrillo, Principal

AGENDA ITEM: AGREEMENT WITH 3SCREENS.COM FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

The San Ysidro Middle School (SYMS) Principal would like to have 3Screens.com provide a presentation to all SYMS students during an educational assembly on October 11, 2016. The topic of the assembly is "You Can", this program consists on how to help students rise to the challenges that they face when they live and interact with other people. These challenges often call for awareness, creativity, courage and perseverance. Unfortunately there are more ways to do harm to others and to yourself more quickly than ever before, but there are more ways to help and heal as well. Music, action and other media will be used in a way that engages students and helps them focus on life-changing issues, including drugs and alcohol, bullying and other overcoming obstacles.

RECOMMENDATION:

Approve 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.

Renewal New Amendment Ratify Other

Business Services Reviewed: *jsm*

Financial Implications?

Yes No

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

Yes No

Requisition #

\$650.00
(Amount)

Title I
(Name of funding source and/or location)

0100-3010000-1110-1000-5800010-022
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

ML101116a650 9:18/10:12 YC
Maria Preciado maria.preciado@sysd.k12.ca.us
San Ysidro MS
4345 Otay Mesa Rd
San Ysidro, CA 92173
(619)428-5551 FAX: (619)690-2837

ASSEMBLY PROGRAM CONTRACT

This written contract is to confirm and document the agreement entered into between 3screens.com and **San Ysidro Middle School**.

SPECIFICATIONS OF THE AGREEMENT

3screens.com is obligated to present the following production(s): **You Can or equivalent three-screen programs as agreed to by both parties**

To be presented on the following date(s) and time(s): **10/11/16 at 9:18am & 10:12am.**

The school or sponsoring group named above is obligated to the following:

I. Preparation and set-up:

- A. Verify in advance that there is adequate space for the presentation.
- B. Provide unhindered access to the showing location ninety minutes prior to the starting time, and for thirty minutes following the completion of the presentation(s).
- C. Identify and provide access to at least three separate 15 or 20 amp circuits.
- D. Cover any windows or skylights necessary in order to darken the showing location.
This should be completed before the arrival of 3screens.com technician(s).
- E. Provide a set-up crew of two to four persons (usually student volunteers) to assist in unloading, setting-up and tearing down equipment. This crew must be available one hour prior to the starting time, and for thirty minutes following the presentation(s).

II. Payment:

Payment in the amount of **\$650.00** will be made to 3screens.com for services rendered. **Advance payment or a minimum deposit of 50% of the total amount is not required with this contract, but would be appreciated.** Any unpaid balance is due at the completion of the presentation(s).

If applicable, insert **purchase order number** here: _____

III. Provisions:

- A. 3screens.com reserves the right to name and credit corporate and foundation sponsors in the production in order to defray production and distribution costs. Credit may include recognition on screen and/or by verbal announcement.
- B. This agreement may not be modified except by a written agreement signed by both parties.
- C. Both parties agree that 3screens.com will not be liable for delays or failures due to the elements, acts of civil authorities, strikes, fires, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to adjust the timing or reschedule the event.

This contract is based on the verbal agreement made on **8/23/16**, and is simply a written confirmation of that agreement. If 3screens.com does not hear from a representative of the school or sponsoring group within ten business days it will be assumed that all terms are acceptable in their totality. The school or sponsoring group will be responsible for payment in full even if the show is canceled by them. If no signed contract is returned within ten business days of the agreement date, 3screens.com then reserves the right to cancel without notice.

Signed  Date 8/23/16
(3SCREENS.COM REPRESENTATIVE)

Signed _____ Date _____
SCHOOL OR SPONSORING GROUP REPRESENTATIVE)

Please sign and return one copy and any other pertinent information within ten business days. 11B.16

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

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: AGREEMENT WITH THE TITAN GROUP

BACKGROUND INFORMATION:

The Titan Group will be assisting the District with consultations, case administration, report preparation and other services as requested and on an "as needed" basis.

RECOMMENDATION:

Approve/Ratify the agreement with The Titan Group for fiscal year 2016-17.

Renewal New Amendment Ratify Other

Business Services Reviewed: yes

Financial Implications?

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

Requisition #

Yes No

Yes No

Estimated
\$70,000.00
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

RETAINER AGREEMENT

This will confirm San Ysidro Elementary School District, hereinafter known as Client, is/are employing The Titan Group, Professional Investigations, (California) (CA PI 26242), hereinafter known as the Investigations to initiate an investigation regarding the following matter:

- **EEO/Labor/Employment/Human Resources Investigation, Surveillance and Consulting, on an as needed basis.**

Investigator's hourly rates and travel time for this matter are per the most recent published rate of \$ 155.00 per hour and \$.75 mileage, surveillance is \$95.00 per hour and .75 cents a mile. Investigator will forward Client statements and/or invoices listing in detail any and all time and expenses incurred in the investigation of the matter.

If courtroom testimony, or deposition, regarding this matter or any matter related to it as required, the fee will be as listed above and for any four-hour portion thereof. All courtroom and deposition fees are on account. Included in Client's bill will be any costs incurred by Investigator for long distance toll calls, meals, lodging, parking, data inquiries, copies, subcontractors fees, etc., in reference to this case. Investigator will supply Client with receipts for meals and lodging when incurred.

Investigator will supply statements and/or invoices upon completion of various phases of the investigation, which Client agrees to pay immediately upon receipt.

Client and Investigator mutually agree to keep one another fully advised of evolving developments and/or newly developed data that could reasonably be considered helpful to the investigation in progress. Investigator agrees to faithfully obey all applicable laws of the State of California and the United States in the course and scope of this investigation. All POST services are at 1.5 times the listed rate. Services will be billed on a monthly basis and paid 30 day net.

Should any litigation arise from this agreement resulting from non-payment of fees, the prevailing party shall collect all attorney's fees and costs resulting from the litigation.

Should any litigation arise from this case through no fault of the Investigator, or his employees, the Client shall pay all fees (including the regular hourly rate of the Investigator) in addition to any costs sustained by the Investigator in the litigation process.

The investigator declares he is duly licensed by and through the California State Bureau of Security and Investigative Services, Private Investigator license number 26242.

This agreement shall be binding upon Client's heirs, executors, and personal representatives. Client, by signing this agreement, certifies he/she has thoroughly examined and fully understands the foregoing agreement. Investigator and Client mutually agree that all information regarding this matter will be kept in the strictest of confidence.

Dated this 02.....day ofSeptember, 2016

Client:

Investigator:*Edward Saucerman* ^{For} *TITAN EMP INC.*

(Handwritten signature lines)



"Where Experience Counts"

INVESTIGATIONS GENERAL FEE SCHEDULE:

July 1, 2016- June 30, 2017 – San Ysidro ESD

All services, including but not limited to; consultation, case administration, report preparation, surveillance, travel time and stand-by time are billed in 15-minute increments at \$ 155.00 per hour for workplace investigations, per investigator or associate. Other services are billed at the rates listed below. Surveillance is billed at \$95.00 an hour.

Travel mileage, per investigator will be billed at .75 hour to and from each day. Mileage will be billed at .75 cents a mile per investigator not to exceed 80 miles. Rental of special equipment necessary to complete an assignment is billed at cost. Other expenses are billed as incurred. Post Investigation services such as any depositions, hearings and testimony are 1.5 times the hourly rate.

Terms: Net due in 30 days or as agreed.

INDIVIDUAL FEE SCHEDULE

❖ **General Investigation / Workplace / Statements / POBRA Compliant**

• Investigation	Mileage apply	Hourly	\$ 155.00
• Computer - Forensics	Mileage apply	Hourly	\$ 165.00
• Sub-rosa (Surveillance)	Mileage Apply	Hourly	\$ 95.00
• Mileage			\$ 00.75

❖ **Report Writing - Video Production**

• 1 hour or less, hourly	\$ 95.00 @ \$ 155.00
• Transcripts, Per page	\$ 9.50

❖ **Video Copies**

• DVD	\$ 11.00
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❖ **Background Report**

• Flat Fee / Criminal	\$375.00
• Vehicle Research	\$35.00