

San Ysidro School District Governing Board

AGENDA

Thursday
May 12, 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.

La Mirada School
222 Avenida de la Madrid
San Ysidro

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, APRIL 14, 2016
CLOSED SESSION: 5:00 p.m. – 6:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, April 14, 2016, with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at Vista Del Mar School, **4885 Del Sol Blvd., San Diego, CA 92154**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. **CALL TO ORDER** Who: President Diaz Time: 5:01 p.m.

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

3. **PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**
 Kevin Washington, Parent, 1) Commented that he believes there are safety issues in the School District because of the bad reputation of the past. 2) Mentioned that those issues are part of the problem he has with his children and they've been affected by it. 3) Commented that three minutes was not enough time to fight for his thirteen year old child's welfare and education.

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

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:05 p.m. in accordance with section 54954.5 regarding:**
 - 4.1 *Education Code Section 48918 (c) (expulsion)*
 STUDENT EXPULSION
 ID# 158656

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

4.3 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

(Subdivision (d)(1) of Government Code Section 54956.9)

Name of Case: Special Education Due Process Hearing Student v. SYSD

OAH Case No. 2016030309

4.4 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2):

California Government Tort Claim against District dated March 23, 2016

RECONVENED into OPEN SESSION at 6:07 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

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

The Board took the following action in Closed Session:

- 4.1 Education Code Section 48918 (c) (expulsion) ID# 158656- The Board unanimously voted to approve the expulsion of the student.

- 5. **CALL TO ORDER** Who: President Diaz Time: 6:07 p.m.

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

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

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

8. CONFERENCE SESSION

Reports/Presentations

8.1 SELPA and Community Advisory Committee Recognition

8.2 Solar Project Update - *Member Martinez stated for the record that he would like to follow the deadline that Mr. Castanares presented to the Board in terms of how we progress and have him give updates on the progress at every Board Meeting until the solar projects are built.*

8.3 Live Well San Diego

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Leticia Lemos, Teacher, 1) Expressed her gratitude on behalf of all teachers and parents that attended the CABE Conference in San Francisco this year. 2) Commented that they had an opportunity to learn effective strategies for English learners and heard expert speakers in Bilingual education. 3) Mentioned that the SYSD Bilingual Program was defined and validated by expert researchers such as Thomas & Collier. 4) Commented that all this data proves that a well implemented Dual Program is what's best for the kids.

Stephanie James, Boys & Girls Club, 1) Shared information with the Board about the Boys & Girls Club Program. 2) Shared concerns about the challenges to run the program. 3) Mentioned that the Boys & Girls Club is proud of the parent relationship they've established within the District. 4) Commented that the SDCOE have been supportive of their program.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

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

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Martinez, 1) Thanked Principal Rodriguez for hosting the Board Meeting. 2) Mentioned that he is happy the direction the District is taking focusing on programs and services that think outside the box. 3) Thanked Paloma Perez and Pamela Lambert for the Nutrition Program. 4) Mentioned that he likes the direction we are going with field trips. Would like our kids to visit the zoo and museums to appreciate how beautiful the city is and experience the culture. 5) Commented that he is hopeful that our students get the opportunity to visit Kid BizTown and hopeful in having the program in the District. 6) Mentioned that he hopes the District can start working on improving the diversity of electives offered at the middle school. He would particularly like to see woodshop and community input on electives. 7) Mentioned he would like the District to hold Town Hall meetings in English and Spanish to give parents a voice on the classes that will be offered to students who are being moved from Willow to SYMS. 8) Commented that SYMS has a bad reputation and believes changing the school name and revamping it will change this. 9) Mentioned that he would like the District to look in to getting certified in Career Technical Education. 10) Thanked Dr. Fonseca and commented he is very happy with the Board.

Vice-President Linares, 1) Thanked everyone for attending the Board Meeting. 2) Commented that he is happy we can finally define our Bilingual Program and hopes that students are proficient in English by 4th grade. 3) Mentioned that his dream is having a Charter School that offers vocational careers to students to make sure they are prepared for a job or attend a university. 4) Commented that he hopes we can develop partnerships with businesses and colleges to teach our kids and make sure they get credits when they attend college. 5) Mentioned that an Oversight Committee will be formed to explore the possibility of building a Charter High School.

Clerk Kinney, 1) Thanked everyone for attending. 2) Mentioned that he is happy about the District's successes. 3) Commented that he would like the District to expand the electives offered.

Member Pallasigie, 1) Commented that she has the privilege to sit on the Board and the opportunity to give students and teachers what they deserve. 2) Mentioned that she is happy with the work Pamela Lambert and Paloma Perez have accomplished with the Nutrition Program. 3) Commented that she attended the National School Board Association Conference and met board members and superintendents from district's all over the country. Mentioned that SYSD is special and deserves the best. 4) Commented that she is excited to see what electives we are offering our students. 5) Mentioned that if our students leave the District unprepared, we failed. She is eager to see things through.

President Diaz, 1) Thanked the Board for being supportive. 2) Thanked Principal Rodriguez for hosting the Board Meeting. 3) Thanked District staff for everything they do for our students. 4) Thanked the Board for making difficult decisions. 5) Commented that we need to make sure we have an educational plan for field trips so we can continue having great field trips. 6) Commented that we should give our students the best electives we can. 7) Mentioned that we want to keep our students in Dual Language but we need to make sure they are proficient in English. Students need to excel in English. 8) Mentioned that the Board is striving to create a great educational program with the help of Dr. Fonseca and his team. 9) Thanked everyone for attending the Board meeting and asked that everyone invite a friend to the meetings.

Dr. Fonseca, Superintendent, 1) Thanked the Board for their leadership. 2) Announced that with a one-hundred percent approval, CSEA members voted in favor of the contract negotiations for the next three years. 3) Mentioned that there is a change in the District credit ratings and asked Mr. Macias to give an update. 4) Asked Mr. Hua to share important data related to our upward progress with the instructional program.

Arturo Sanchez-Macias, Deputy Superintendent, 1) Announced that the Business Wire and Yahoo Finance upgraded the District's Credit Rating from a BBB- to an A+ for GO bonds and BBB+ from a BB- for the COPs and quoted that it's based on continued material improvements in the District's operations and finances. Liquidity levels are solid, management has stabilized, and the District no longer faces the risk of a state takeover while prospects are good for continued financial strengthening.

Tony Hua, Assistant Superintendent of Educational Services, 1) Thanked the Board for their support. 2) Announced that OVHS sixth grade students scored ninety-nine percent proficient in the math benchmark exams and thanked teachers and the site administration for the hard work. Commented that we are on the right path moving towards student achievement.

Dr. Fonseca, Superintendent, 1) Commented that Mrs. Amy Hunt and Mr. Hua are working closely together with the community to get information about what the community wants for our educational program at the middle school. 2) Mentioned that we will have AVID, Project Lead the Way and Spanish as electives and the Genius Bar. He is hopeful to have students transfer to San Ysidro Middle School. 3) Mentioned that Mr. Hua and Principal Rodriguez met with the CEO of Kid BizTown and because of that collaboration, he is hopeful that Ocean View Hills School and Vista Del Mar School will be Junior Achievement partners next year.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board meeting of March 10, 2016.

Motion: Kinney Second: Linares Vote: Unanimous

11.2 RESOLUTION

The Board adopted Resolution No. 15/16-0016 declaring the observance of Wednesday, May 11, 2016, as the San Ysidro “Day of the Teacher” and the week of May 8-14, 2016, as the “Week of the Teacher.”

Motion: Pallasigue Second: Martinez Vote: Unanimous

11.3 RESOLUTION

The Board adopted Resolution No. 15/16-0017 recognizing the week of May 15-21, 2016, as “Classified and Confidential School Employee Week.”

Motion: Martinez Second: Linares Vote: Unanimous

11.4 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

The Board approved the ‘Declaration of Need’ for Fully Qualified Educators, in specific areas which are difficult to fill for the 2016-2017 school year.

Motion: Linares Second: Martinez Vote: Unanimous

11.5 RESOLUTION NO. 15/16-3126 APPROVING THE LEASE-LEASE BACK AGREEMENT WITH BALFOUR BEATTY FOR THE MULTI-PRIME CONSTRUCTION PROJECTS - (Revised)

The Board **adopted** Resolution No. 15/16-3126 Authorizing the **Superintendent and/or his designee** for the execution and delivery of the Lease-Lease Back Agreement with Balfour Beatty relating to the multiprime modernization projects at La Mirada and Smythe Elementary Schools.

Motion: Linares Second: Pallasigue Vote: Unanimous

11.6 AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES – SELECTION

The Board approved the selection of THINK Together, Inc. as the organization to provide ASES Services during 2016-17 school year.

Motion: Kinney Second: Linares Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 12A.12 for discussion and to be voted on separately. **11.1**

- 2) Revised Consent Calendar Item 12B.5 Lease/Lease Back Agreement with Balfour Beatty Construction and changed to: **SITE LEASE AND FACILITIES LEASE AGREEMENTS WITH BALFOUR BEATTY CONSTRUCTION FOR MANAGEMENT OF MULTI-PRIME PROJECTS**

Approve the Site Lease and Facilities Lease Agreements with Balfour Beatty for construction management of modernization projects at La Mirada and Smythe Elementary Schools.

- 3) Tabled Items 12C 1-10-- Job Descriptions
- 4) Tabled Item 12E.1-- Noon Supervisor

Motion: Martinez

Second: Linares

Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 MASTER PLAN FOR ENGLISH LEARNERS

The Board approved the Master Plan for English Learners from 2016-17 to 2020-21 school years.

12A.2 FIELD TRIP AND INTERNSHIP TO LAS AMERICAS OUTLETS – WILLOW

The Board approved the walking field trip and participation of 7th grade students, teachers and chaperones from Willow School to the Las Americas Outlet’s Internship on May 17, 2016 at no cost to the District.

12A.3 FIELD TRIP TO OLD TOWN SAN DIEGO - LA MIRADA

The Board approved the field trip and participation of 4th grade students, teachers and chaperones from La Mirada School to Old Town San Diego on May 12, 2016 at an estimated cost of \$260 for transportation services from supplemental and concentration funds.

12A.4 FIELD TRIPS TO SEAWORLD – LA MIRADA

The Board approved the field trips and participation of 4th grade students, teachers and chaperones from La Mirada School to the SeaWorld San Diego on May 26 and 27, 2016. Student fees (\$675) will be covered with classroom fundraising and \$520.00 for transportation services from supplemental and concentration funds for a total of \$1,195.00.

12A.5 FIELD TRIPS TO PETCO PARK

The Board approved the field trips and participation of 20 students from San Ysidro Middle School, 15 students from Preschool & Child Development Center; 21 adults and Veronica Medina to Petco Park to attend a Padres Baseball Game on April 20 and May 4, 2016. Transportation fees of \$520.00 will be paid from supplemental and concentration funds.

12A.6 FIELD TRIP TO SEAWORLD – OCEAN VIEW HILLS

The Board approved the field trip and participation of Special Education preschool students, teacher and chaperones from Ocean View Hills School to SeaWorld San Diego on May 31, 2016. Admission fees will be paid from donations and \$260 for transportation services will be paid from supplemental and concentration funds.

12A.7 FIELD TRIP TO JOHN’S INCREDIBLE PIZZA – SUNSET

The Board approved the field trip and participation of 3rd grade students and teachers from Sunset School to John’s Incredible Pizza on May 13, 2016 at an estimated cost of \$520 for transportation services from supplemental and concentration funds.

12A.8 COMMUNITY ADVISORY COMMITTEE (CAC): SPECIAL EDUCATION ORIENTATION FAIR

The Board approved/ratified the field trip and participation of Special Education 8th grade students, teachers and chaperones to the Community Advisory Committee (CAC): Special Education Orientation Fair at Sweetwater Union High School District on April 12, 2016 at a cost not to exceed \$260.00 for transportation services from Special Education funds.

12A.9 FIELD TRIP TO VISTA TERRACE POOL – LA MIRADA

The Board approved the walking field trip and participation of 6th grade students, teachers and chaperones from La Mirada School to the Vista Terrace Pool on June 7, 2016 at a cost of \$290 for student fees from donations account.

12A.10 FIELD TRIP TO LEGOLAND – WILLOW

The Board approved the field trip and participation of 1st grade students, staff and chaperones from Willow School to Legoland on May 18, 2016 at a cost of \$888 from donations and classroom fundraising to cover the student fees and \$1,120 for transportation services from supplemental and concentration funds for a total of \$2,008.

12A.11 FIELD TRIP TO LEGOLAND ENERGY LAB PROGRAM – OCEAN VIEW HILLS

The Board approved the field trip and participation of preschool and 4th through 6th grade Special Education students from Ocean View Hills School to Legoland on May 24, 2016. Admission cost will be covered by donations and \$560 for transportation services from supplemental and concentration funds.

12A.12 7TH GRADE STUDENT EXCHANGE OPPORTUNITY – SAN YSIDRO MIDDLE SCHOOL

The Board approved the participation of 7th grade students from San Ysidro Middle School in the student exchange opportunity with Pacific Ridge School on May 10, 2016 at no cost to the District.

Motion: Martinez

Second: Linares

Vote: Unanimous

12A.13 FIELD TRIP TO INDIAN HILLS – OCEAN VIEW HILLS

The Board approved the field trip and participation of 4th grade students, teachers and chaperones from Ocean View Hills School to Indian Hills Camp on April 26, 2016 at an estimated cost of \$600 for transportation services from supplemental and concentration funds.

12A.14 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Lorena Varela Reed, Claudia Uribe	Early Childhood Education: Supporting Quality in a New Framework Workshop	San Diego	May 6, 2016	\$40.00	Preschool & Child Development QPI Account
Pamela Lambert, Paloma Perez,	California Student Nutrition Association Industry Summit	Palm Springs	May 14-16, 2016	\$1,346.00	Cafeteria Fund 13
Manuel Bojorquez, Erika Meza, Consuelo Carranza, Luis Ramos, Amy Hunt, Nora Glasco, Kelli Hay, Ray Bautista, Melissa Brown, Alexis Rodriguez, Tony Hua	San Diego County Office of Education's After School Strengths Based Institute	SDCOE	May 19 & 20, 2016	\$0	No Cost
Eriberto Garcia	Project Lead the Way (PLTW) Professional Development	San Diego	July 18-22, 2016	\$1,700.00	General Funds

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of March 3, 2016 through March 31st, 2016 (Report #9): ■ General Fund: A70924-A70925, A70927-A70929, A70932-A70937, A70939-A70942, A70946-A70966, A70968-A70970, A70972-A70974, A70977-A71004, A71006-A71009, A71012-A71028, A71031-A71053, A71055-A71064, A71066-A71078, A71082-A71123 ■ Child Development Fund: A70938, A71005, A71010-A71011, A71054, A71081 Cafeteria Fund: A70926, A70931, A70943-A70944, A70967, A70971, A70975-A70976, A71029-A71030, A71079-A71080 ■ Building Fund: A70930, A70945, A71065.

12B.2 EXPENDITURE REPORT

The Board approved/ratified expenditures incurred by the District during the period of February 25, 2016 through March 30, 2016. Listing sheets #785 through #812. Payments were made with checks #12-465191 through #12-469707 for a total expenditure of \$3,807,791.90.

- 12B.3 THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2015-16**
The Board accepted the Report of William's Complaints for the third quarter, January 1, 2016 to March 31, 2016 of the 2015-2016 school year for submission to the San Diego County Office of Education.
- 12B.4 APPROVE AGREEMENT WITH EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START FOR 2016-17 FISCAL YEAR**
The Board approved the agreement with the Episcopal Community Services Head Start for fiscal year 2016-2017.
- 12B.5 SITE LEASE AND FACILITIES LEASE AGREEMENTS WITH BALFOUR BEATTY CONSTRUCTION FOR MANAGEMENT OF MULTI-PRIME PROJECTS**
The Board approved the Site Lease and Facilities Lease Agreements with Balfour Beatty for construction management of modernization projects at La Mirada and Smythe Elementary Schools.
- 12B.6 COBRA ADMINISTRATIVE SERVICES AGREEMENT 2016**
The Board approved/ratified the COBRA Administrative Services Agreement provided by McGregor and Associates, Inc. effective January 1, 2016 to December 31, 2016.
- 12B.7 AMENDMENT TO THE AGREEMENT WITH EDNA VAZQUEZ, SCHOOL PSYCHOLOGIST CONSULTANT**
The Board approved the amendment to the agreement between the San Ysidro School District and Edna Vazquez, School Psychologist Consultant, during the absence of a Lead Psychologist assigned at Smythe and La Mirada Schools until May 13, 2016 at an additional cost of \$4,583.20.
- 12B.8 MEMORANDUM OF UNDERSTANDING FOR JOURNALISM AND MULTIMEDIA PROGRAM AT WILLOW SCHOOL**
The Board approved/ratified the Memorandum of Understanding with Pablo Sainz to supervise the Journalism and Multimedia activities for students in the after school enrichment program at Willow during 2015-16 at an amount not to exceed \$2,240 for services and \$2,000 for materials to be paid from Title I funds.
- 12B.9 PERMIT CONTRACT WITH CITY OF SAN DIEGO'S VISTA TERRACE POOL – LA MIRADA SCHOOL**
The Board approved the Permit Contract with City of San Diego Park & Recreation Department for La Mirada School students to participate in a field trip to the City of San Diego's Vista Terrace Pool located in San Ysidro at an approximate cost of \$278.00 from fundraising.
- 12B.10 AGREEMENT WITH SCHOOL INNOVATIONS & ADVOCACY, INC. FOR SCHOOL ACCOUNTABILITY REPORT CARD SERVICES**
The Board approved the agreement with School Innovations & Advocacy, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of \$7,350 from the general fund.

12C. PERSONNEL – CLASSIFIED

JOB DESCRIPTIONS – REVISED

Approve revised job descriptions for the following as recommended by staff:

- 12C.1 Administrative Clerk I- *Tabled*
- 12C.2 Administrative Clerk II- *Tabled*
- 12C.3 Administrative Secretary- *Tabled*
- 12C.4 Administrative Secretary II- *Tabled*
- 12C.5 Child Families Project Facilitator- *Tabled*
- 12C.6 Health Clerk- *Tabled*
- 12C.7 Licensed Vocational Nurse- *Tabled*
- 12C.8 Publication Technician- *Tabled*
- 12C.9 School Administrative Assistant- *Tabled*
- 12C.10 Special Education Technician- *Tabled*

RESIGNATION

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

- 12C.11 Classified Staff: Perla Ornelas, effective April 15, 2016.

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

- 12D.1 Intervention Support Teachers: Carla Church and Juan Ortiz, effective April 18, 2016.

12E. PERSONNEL – NON-REPRESENTED STAFF

EMPLOYMENT

Approve employment for the following as recommended by staff:

- 12E.1 Noon Supervisor - *Tabled*

12F. PERSONNEL – MANAGEMENT

EMPLOYMENT

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

- 12F.1 Interim Director of Special Education: Nadia Aviles, effective April 11, 2016.

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

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 7:53 p.m. in accordance with section 54954.5 regarding:

4.2 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 2 cases

4.3 CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION

(Subdivision (d)(1) of Government Code Section 54956.9)

Name of Case: Special Education Due Process Hearing Student v. SYSD

OAH Case No. 2016030309

4.4 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2):

California Government Tort Claim against District dated March 23, 2016

RECONVENED into OPEN SESSION at 9:34 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

4.4 The Board reviewed and considered a Tort Claim submitted by Gomez Trial Attorneys, dated March 2, 2016 and received by the District on March 23, 2016. By a 5-0 vote, the Board rejected the Tort Claim.

4.3 The Board approved to accept a Special Education Settlement Agreement by a 5-0 vote.

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

13. ADJOURNMENT Time: 9:36 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, MARCH 24, 2016
CLOSED SESSION: 5:00 p.m. – 6:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, March 24, 2016, with Closed Session held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: Vice-President Linares Time: 5:00 p.m.

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

Mr. Marcos A. Diaz, President - *Absent*

Mr. Rodolfo Linares, Vice-President

Mr. Steven Kinney, Clerk

Mr. Antonio Martinez, Member

Mrs. Rosaleah Pallasigue, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

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

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:02 p.m. in accordance with section 54954.5 regarding:

4.1 *Government Code Section 54957*

PUBLIC EMPLOYEE APPOINTMENT

Title: Assistant Superintendent, Educational Services

4.2 *Government Code Section 54957*

PUBLIC EMPLOYEE APPOINTMENT

Title: Executive Director of Secondary Education/Principal

4.3 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 1 case

4.4 GOVERNMENT CODE SECTION 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

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

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154
 Unrepresented:
 Administrators, Classified Management, Confidential/Supervisory

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

Member Pallasigue made the motion to reconvene to Open Session, seconded by member Martinez. The vote was 4 Ayes – 1 Absent (D).

The Board took the following action in Closed Session:

- 4.1 After discussion in Closed Session, the Board acted by a 4-0 vote, to appoint Tony Hua to the position of Assistant Superintendent, Educational Services.
- 4.2 After discussion in Closed Session, the Board acted by a 4 -0 vote, to appoint Amy Hunt to the position of Executive Director of Secondary Education/Principal.

5. **CALL TO ORDER** Who: Vice-President Linares Time: 6:02 p.m.

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

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

8. **CONFERENCE SESSION**
Reports/Presentations
 8.1 English Language Master Plan

9. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**
Josie Hamada, Retired Teacher, 1) Commented that a Cherry Tree Peace Grove will bring the community together and will celebrate a new beginning. 2) Shared information with the Superintendent on the work that is needed for the District and community to get together and make a 9/11 Grove.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

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

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Clerk Kinney, 1) Commended Dr. Fonseca and Cabinet for all the hard work for the benefit of the students.

Member Martinez, 1) Commented that Mr. Hua and Mrs. Hunt are key assets and thanked them for everything they do. 2) Commented that one of the biggest priorities is turning San Ysidro Middle School into a true middle school. Would like to see many electives and community input on what is being provided to their children.

3) Commented that we need to reach out to Willow School parents in English and Spanish and give them a voice for the transitioning of Willow students to SYMS. 4) Mentioned that we should consider changing the name of the middle school because of misconceptions about the school. 5) Commented that he would like the District to become a Career Technical Education Accredited School District and having Town Hall meetings for community input is vital. 6) Mentioned that the progress that has been made is because of the collaboration with staff, teachers and classified as one. Commented that we are a team. 7) Mentioned that we have a solid Board and he is happy to have them as colleagues marching towards the same goal. 8) Thanked Mr. Linares for everything he’s done.

Member Pallasigue, 1) Mentioned that she was proud to attend the California Kids Lunch event at the Bayfront Marina with Pamela Lambert and her team. Commented that we were the only District that had their students present at the event. 2) Commented that she is proud of Pamela Lambert and her team for bringing to the forefront our children’s dietary needs. 3) Mentioned that she is proud of the EL Master Plan. 4) Would like to see the Parent Center maximized with resources for students that are not learning. 5) Mentioned that the Board should not make promises they cannot keep. Would like the Board to be cognizant of one another.

Vice-President Linares, 1) Thanked Mr. Hua for the EL Master Plan. 2) Mentioned that we need to do more for the Parent Center and need more parent participation. Commented that we should offer English classes for parents and it’s our responsibility to keep it open without using volunteers. Mentioned that we can possibly assign teachers to give classes and this would give us the opportunity to bring more parent participation.

Dr. Fonseca, Superintendent, 1) Thanked Pamela Lambert and Paloma Perez for their hard work. 2) Congratulated Dr. Campos for his new venture and thanked him for everything. 3) Mentioned that the District partnered with South Bay Community Services for a grant for wrap around services for our students. 4) Commented that we are close to reaching our goal of becoming a Promise Neighborhood. 5) Mentioned that he is excited about the Strategic Plan that will be coming from the Board. 5) Wished everyone a restful Spring Break.

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Regular Board meeting of February 25, 2016.

Motion: Kinney Second: Martinez Vote: 4 Ayes – 1 Absent (D)

11.2 UPDATED MANAGEMENT SALARY SCHEDULE

The Board approved the updated Management Salary Schedule.

Motion: Pallasigue Second: Kinney Vote: 4 Ayes – 1 Absent (D)

11.3 PUBLIC HEARING

The Board opened the Public Hearing on the San Ysidro Education Association’s Initial Contract Proposal to the San Ysidro School District for 2016-2017 school year.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes – 1 Absent (D)

11.4 PUBLIC HEARING

The Board closed Public Hearing and Adopted San Ysidro Education Association’s Initial Contract Proposal to the San Ysidro School District for 2016-2017 school year.

Motion: Kinney Second: Martinez Vote: 4 Ayes – 1 Absent (D)

11.5 ACCEPTANCE OF REVISED STATEMENT OF INTEREST OF SAN YSIDRO EDUCATION ASSOCIATION ON OPENERS WITH SAN YSIDRO SCHOOL DISTRICT FOR 2016-2017

The Board accepted the Revised Statement of Interest of San Ysidro Education Association on openers with San Ysidro School District for 2016-2017 school year.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes – 1 Absent (D)

12. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes – 1 Absent (D)

12A. CURRICULUM & INSTRUCTION

12A.1 FIELD TRIP TO LEGOLAND – SMYTHE

The Board approved the field trip and participation of 40 students from kindergarten to third grade, 30 chaperones and 4 teachers from Smythe School to Legoland on June 7, 2016 at an approximate cost of \$408 from fundraising and \$960 from general fund.

12A.2 FIELD TRIP TO THE SAN DIEGO ZOO – VISTA DEL MAR

The Board approved the field trip and participation of 135 kindergarten students, 30 chaperones, and 6 teachers from Vista Del Mar School to the San Diego Zoo on May 20, 2016 at an approximate cost of \$780 for transportation services from supplemental and concentration funds.

12A.3 FIELD TRIP TO SOUTHWESTERN COLLEGE, CROWN COVE AQUATIC CENTER – OCEAN VIEW HILLS SCHOOL

The Board approved the field trip and participation of approximately 110 eighth grade students and 5 teachers from Ocean View Hills School to the Crown Cove Aquatic Center in Coronado on June 2, 2016. Donations will target the cost of the activity fee for students and transportation service will be covered by supplemental and concentration funds.

12A.4 FIELD TRIP TO MEDIEVAL TIMES – OCEAN VIEW HILLS - REVISED

The Board approved the revised field trip date for 140 seventh grade students and 4 teachers from Ocean View Hills School to Medieval Times on June 6, 2016. Admission costs of \$3,570 will be covered by donations and \$3,900 for transportation services from the supplemental and concentration funds.

12A.5 FIELD TRIP TO SEAWORLD – SUNSET

The Board approved the field trip and participation of 132 fifth grade students, 25 adults and 5 teachers from Sunset Elementary to SeaWorld on April 28, 2016 at an estimated cost of \$780 for transportation services from the general fund and student fees from a classroom fundraiser.

12A.6 FIELD TRIP TO LEGOLAND – SUNSET

The Board approved the field trip and participation of 110 third grade students, 35 parents and 4 teachers from Sunset Elementary to Legoland on May 19, 2016 at an estimated cost of \$1,440 for transportation services from the general fund and student fees from a classroom fundraiser.

12A.7 FIELD TRIP TO JOHN’S INCREDIBLE PIZZA – SUNSET

The Board approved the field trip and participation of 135 fifth grade students and 5 teachers from Sunset Elementary to John’s Incredible Pizza in Bonita on June 1, 2016 at an estimated cost of \$780 for transportation services from the general fund and student fees from a classroom fundraiser.

12A.8 NATIONAL GEOGRAPHIC BEE COMPETITION

The Board approved the participation of one 8th grade student, one chaperone and one staff member to attend the National Geographic Bee Championship in Fresno, California on April 1, 2016 at an estimated cost of \$1,800.00 from supplemental and concentration funds.

12A.9 EDUPOINT 10-DAY TRAINING

The Board approved the purchase of the Edupoint 10-day training package at an estimated cost of \$20,000 from Title II Funds.

12A.10 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marjorie Palacios, Ruth Rivera	Annual American Speech-Language- Hearing Association Convention (ASHA)	Anaheim	04/23/16 -05/04/16	\$1,276.00	Special Education Funds
Manuel Bojorquez, Dalia Gonzalez G.	Youth Mental Health First Aid Training	SCREC	05/23 & 24, 2016	\$0	No Cost
See attached list	PeopleSoft HCM Training	SDCOE	March – May, 2016	\$TBD	General Fund
Nora Glasco, Veronica Medina, Veronica Aguayo, Nirvana Bustos, Rafael Estrada, Adriana Garcia, Maida Gonsales, Marisela Gonzalez, Maria Kaai, Monica Olivan	Laws Relating to the Educational Needs of Students in Foster Care	SDCOE	04/13/16	\$0	No Cost

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Nora Glasco	Pupil Services Administrators Meeting	Marina Village, San Diego	05/03/16	\$0	No Cost
Alexis Rodriguez	City Span Web-Based Attendance System Training	SDCOE	03/24/16	\$0	No Cost
Rey Bautista	Cisco Tech Day San Diego Event	San Diego	03/23/16	\$0	No Cost
Victor Guzman, Julio Aranda, Robert Spencer	Advanced HVAC Troubleshooting Seminar	San Diego	04-07-16	\$30 Estimate	General Fund

12B. BUSINESS

12B.1 AGREEMENT WITH WHITAKER BROTHERS BUSINESS MACHINES INC.

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

12B.2 AGREEMENT WITH KLEINFELDER

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

12B.3 CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) POLICY SERVICES TRANSITION AGREEMENT

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

12B.4 AGREEMENT WITH PRINCIPAL’S EXCHANGE

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

12B.5 AGREEMENT WITH CALIFORNIA FINANCIAL SERVICES FOR FINANCIAL ADVISORY SERVICES

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

12B.6 AGREEMENT WITH DEPARTMENT OF GENERAL SERVICES, OFFICE OF ADMINISTRATIVE HEARINGS

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

12B.7 INTERDISTRICT ATTENDANCE AGREEMENTS

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

12B.8 AGREEMENT WITH XCITE STEPS

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

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

- 12C.1** Substitute Instructional Aides: DeAnn Camarena, Yazmin Jacobo and Miriam Ramirez, effective April 1, 2016.
- 12C.2** Substitute Custodians: Abraham De Los Santos, Jorge Partida, Julio Saucedo, Scott Thompson and Gilberto Verdugo, effective April 1, 2016.

RESIGNATION

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

- 12C.3** Classified Staff: Juan Gutierrez, Information Computer Technician, effective March 17, 2016

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

- 12D.1** Substitute Teachers: John Borja, Yaxha Mancillas, Maureen Quinlan, Katelin Trant, Hallie Vanoli and Esther Yu, effective April 1, 2016.
- 12D.2** Substitute Permit Teacher: Angelina Woods, effective April 1, 2016.

JOB DESCRIPTION – REVISED

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

- 12D.3** Intervention Support Teacher

LEAVE OF ABSENCE WITHOUT PAY

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

- 12D.4** Teacher: Kimberly Karpel

12E. PERSONNEL – MANAGEMENT

RESIGNATION

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

- 12E.1** Management: Dr. Sergio Campos, Director of Special Education, effective April 8, 2016.

12F. PERSONNEL – NON-REPRESENTED STAFF

EMPLOYMENT

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

- 12F.1** Noon Supervisor: Dovanah Jordan, effective April 1, 2016.

RESIGNATION

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

12F.2 Noon Supervisor: Ana Hernandez, effective March 9, 2016.

Member Martinez made a motion to adjourn the meeting, seconded by Clerk Kinney. The vote was 4 Ayes – 1 Absent (D).

13. ADJOURNMENT Time: 6:56 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: RESOLUTION NO. 15/16-0018

BACKGROUND INFORMATION:

Education Code Section 44954(b) states the Board may release a substitute and/or temporary, certificated employee if the employee is notified before the end of the school year of the District's decision not to re-elect the employee for the next succeeding school year.

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2016-2017 school year.

RECOMMENDATION:

Adopt Resolution No. 15/16-0018 authorizing the District to notice individual, temporary, certificated employees of the District's intent to release and non-reelect for the 2016-2017 school year.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pa*

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

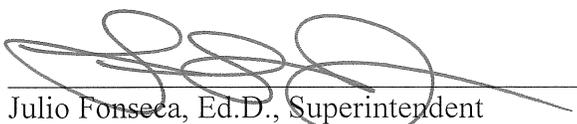
N/A
(Amount)

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

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(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. 15/16-0018
RELEASING TEMPORARY CERTIFICATED EMPLOYEES**

WHEREAS, pursuant to Education Code section 44954(b), the Board may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District’s decision not to reelect the employee for the next succeeding school year; and

WHEREAS, the following temporary employees have been employed by this District in positions requiring certification qualifications:

Employee Number	Position
531-842	Teacher (Probationary)
488-541	Teacher (Probationary)
507-705	Teacher (Probationary)
460-240	Teacher (Probationary)
492-334	Teacher (Temporary)
542-291	Teacher (Temporary)
545-861	Teacher (Temporary)
251-263	Teacher (Temporary)
524-768	Teacher (Temporary)
516-942	Teacher (Temporary)
501-305	Teacher (Temporary)
542-599	Teacher (Temporary)
525-362	Teacher (Temporary)
531-729	Teacher (Temporary)
539-073	Teacher (Temporary)
416-553	CPA (Probationary)
523-867	CPA (Probationary)

WHEREAS, it is this Board’s intent to release and not reelect the above referenced employees for the school year, 2016-2017, pursuant to Education Code section 44954(b); and

WHEREAS, the decision to release and non-reelect the above named employees is made on an individualized basis in the District’s interest.

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined that it is necessary at this time to send notice to each of the individual employees indicated above that they are being released from their positions and will not be reelected for the subsequent school year; and

BE IT FURTHER RESOLVED that the Superintendent, or designee, is directed to issue to each individual employee above the notices described in Section 44954(b) that he/she

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director of Human Resources

AGENDA ITEM: RESOLUTION NO. 15/16-0019

BACKGROUND INFORMATION:

Education Code Section 44951 provides that certificated employees holding positions requiring an administrative or supervisory credential are entitled to continue in their position for the succeeding school year unless they are notified by March 15th that they may be reassigned and/or released from their positions.

This resolution identifies administrative or supervisory credentialed employees intended for release or reassignment. In accordance with the provisions of Education Code Section 44951, these employees will be noticed on or before March 15, 2016 and finalized prior to May 15, 2016.

RECOMMENDATION:

Adopt Resolution No. 15/16-0019 authorizing the District to notice administrative or supervisory credentialed employees of the District's intent to release or re-assign for the 2016-2017 school year.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

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

EXHIBIT A

RESOLUTION OF RELEASE AND/OR REASSIGNMENT OF CERTIFICATED ADMINISTRATORS

Name, Position, Location, Status

Consuelo Carranza, Assistant Principal, La Mirada, Reassign
Manuela Colom, Principal, Smythe School, Reassign
Amy Hunt, Executive Director of Human Resources, Reassign
Luis Ramos, Assistant Principal, San Ysidro Middle School, Reassign
Cornelio Egasani, Principal, Oceans View Hills School, Release
Juan Murrillo, Coordinator of Special Services, Special Education, Release
Lourdes Quezada, Principal, La Mirada School, Release

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: RESOLUTION NO. 15/16-0020

BACKGROUND INFORMATION:

It has been determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2015-2016 school year for fiscal and budgetary reasons. The District will have to reduce the number of permanent certificated employees performing particular kinds of service.

This resolution identifies the kinds of services to be reduced or discontinued no later than the beginning of the 2016-2017 school year as Counselor of Pupil Services and Attendance (7 FTE).

RECOMMENDATION:

Adopt Resolution No. 15/16-0020 authorizing the District to reduce or discontinue the following particular kinds of services of the District at the close of the 2015-2016 school year for fiscal and budgetary reasons.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pell*

Financial Implications?

Yes No

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

Yes No

Requisition #

N/A

N/A

(Amount)

N/A

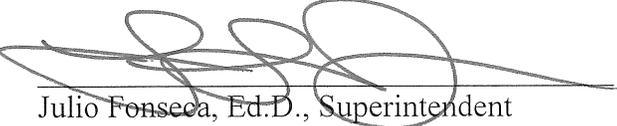
(Name of funding source and/or location)

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(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. 15/16-0020

REGARDING REDUCTION IN PARTICULAR KINDS OF SERVICES

WHEREAS, the Governing Board of the District, pursuant to Education Code section 44955 and upon the recommendation of the Superintendent, has determined that it will be necessary to reduce or discontinue the following particular kinds of services of the District at the close of the 2015-2016 school year; and

WHEREAS, this Board for fiscal and budgetary reasons will have to consider reducing the number of permanent certificated employees performing particular kinds of service.

WHEREAS, it is the opinion of this Board that a reduction in force is necessary and that the following kinds of services be reduced or discontinued no later than the beginning of the 2016-2017 school year:

Particular Kind of Service	Employee Number	Position	FTE
Counselor, Pupil Services and Attendance (CPA)	132-456	Counselor, Pupil Services and Attendance (CPA)	1
Counselor, Pupil Services and Attendance (CPA)	510-200	Counselor, Pupil Services and Attendance (CPA)	1
Counselor, Pupil Services and Attendance (CPA)	546-532	Counselor, Pupil Services and Attendance (CPA)	1
Counselor, Pupil Services and Attendance (CPA)	507-144	Counselor, Pupil Services and Attendance (CPA)	1
Counselor, Pupil Services and Attendance (CPA)	546-530	Counselor, Pupil Services and Attendance (CPA)	1
Counselor, Pupil Services and Attendance (CPA)	416-533	Counselor, Pupil Services and Attendance (CPA)	1
Counselor, Pupil Services and Attendance (CPA)	523-867	Counselor, Pupil Services and Attendance (CPA)	1

TOTAL FTE: 7

WHEREAS, it is the opinion of this Board that it will be necessary to decrease the number of certificated employees by the equivalent of 7 FTE employees in the particular kinds of service (PKS) described above for the 2016-2017 school year; and

WHEREAS, in determining the services to be discontinued or reduced, the Board has considered all assured and/or possible attrition known as of the time of this Resolution, and the reductions set forth above are in addition to any known and assured attrition; and

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: FIRST READING OF THE TECHNOLOGY MASTER PLAN

BACKGROUND INFORMATION:

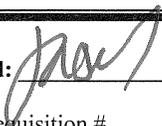
The San Ysidro School District's three-year Technology Plan will be in effect from July 1, 2016 through June 30, 2019. The plan contains clear goals, objectives, outlines benchmarks and includes timelines as well as realistic strategies for using telecommunications and technology information.

This plan is designed to serve as a guide to improve education and library service in the SYSD schools incorporating the use of technology for the three year period. All plans are meant to be developed, implemented, monitor its effectiveness and make appropriate modifications as needed or as changes in State or Federal requirements occur. The SYSD Technology Plan outlines the District's technology vision and it is subject to some revisions impacted greatly by State and local budgets and the continuous changes in technology.

RECOMMENDATION:

Approve the first reading of the Technology Master Plan for school years 2016- 2019.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

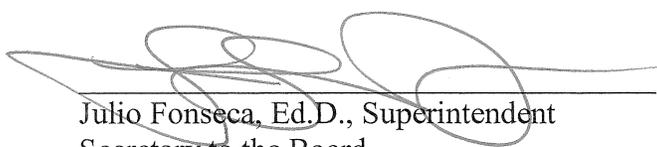
No Cost
(Amount)

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

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SYSD Technology Plan



Technology Committee

June 2016-Jun 2019

an Ysidro School District
SYSD Technology Committee
(619) 428-4476

11.5
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"Engineering a better tomorrow"

TECHNOLOGY MASTER PLAN

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OVERVIEW

San Ysidro Elementary School District (SYSD) is located 15 miles south of San Diego and lies adjacent to the United States-Mexico International Border. We serve a diverse student population in an inviting multicultural environment. The San Ysidro School District is a Preschool through grade 8 district. Our District consists of seven elementary schools (two of which serve up to 8th grade), one middle school, a preschool housed at three of the school sites and a preschool.

The San Ysidro School District Mission Statement is: "Quality education and opportunity for all students to succeed."
San Ysidro School District Values:

- Student first by providing a quality education in a safe environment
- High expectations and standards through accountability and responsibility
- All staff and community input
- Openness and transparency; and
- Integrity, honesty and respect.

Currently 2015-2016 school year, San Ysidro School District serves approximately 4,818 students in grades kindergarten through eighth and 330 preschoolers (ages 3 and 4). The student ethnicity is predominantly Hispanic (91%), while the Asian (4.5%), African American (2%), White (2%) and other (>1%) population compose a minority of the student population. Approximately 98% of our students are considered socioeconomically disadvantaged and 68% district wide are designated as English Language learners.

The SYSD governing board and the entire district staff supports technology as an integral component of the best practices utilized in all classrooms, school offices and district departments.

PLAN DURATION

The San Ysidro School District's three-year Technology Plan will be in effect from July 1, 2016 through June 30, 2019. The plan contains clear goals, objectives, outlines benchmarks and includes timelines as well as, realistic strategies for using telecommunications and technology information, and it is designed to serve as a guide to improve education and library service in the SYSD schools incorporating the use of technology for the three year period of this plan. All plans are meant to be developed, implemented, monitor its effectiveness and make appropriate modifications as needed or as changes occur in state or federal requirements. The SYSD Technology Plan outlines district technology vision and it is subject to some revisions impacted greatly by state and local budgets and the continual changes in technology.

STAKEHOLDERS

The Technology Committee reconvened in the summer of 2015 to discuss current status of 1:1 device roll out for piloting teachers. Over the course of several meetings, the Tech Committee agreed that a Technology Plan needs to be updated to ensure quality implementation of any technology initiatives. The need for an updated plan will better ensure such things as:

- Transparency
- Systematic approach that the district can support
- Clear purpose with quality research-based instruction
- Appropriate and district wide implementation
- Infrastructure and hardware reliability
- Appropriate funding and budgeting

The Technology Committee delayed any technology initiatives until a Technology Plan could be revised. Currently the Technology Committee is comprised of at least one staff member from every school site with the plan for further expanding the technology committee beginning next school year of 2016-2017.

Below is the list of the members of the Technology Committee.

Catalina Baltazar	Vista Del Mar Elementary	3 rd grade teacher
Eriberto Garcia	Willow Elementary	7 th grade teacher
Michael Direen	Sunset Elementary	4 th grade teacher
Norma Campos	Smythe Elementary	2 nd grade teacher
Sylvia Mayer	La Mirada	Instructional Lead
Vikki Veramontes-Castorena	Ocean View Hills Elementary	4 th grade teacher
*Luis Ramos	San Ysidro Middle School	Assistant Principal
Rey Bautista	District office Tech Dept	Coordinator of Info Technology
Tony Hua	District office Ed. Services	Executive Director, Ed. Services

As part of the work in-progress, the technology consultant, Stephen Clemens, offered recommendations on hardware, software and infrastructure. The technology committee also reviewed current SYSD district technology plan and various other technology plans. SYSD Technology plan will continue to support the International Society for Technology in Education (ISTE)- National Educational Technology Standards (NETS) as a guide to help in structuring of this technology plan. NETS are not subject-matter specific, but rather a compendium of skills required for students to be competitive and successful in an ever increasing digital and global society.

After the state approves the SYSD Technology Plan, the stakeholders will continue their involvement by analyzing its effectiveness, advising and suggesting revisions through the implementation period. District staff will also provide oversight.

CURRICULUM COMPONENT

Teachers' and students' current access to technology tools both during the school day and outside of school hours.

San Ysidro School District (SYSD) is in its implementation of its Instructional Design. During the Spring 2015, SYSD worked to front load the administration on our common core alignment and instructional plan. In the following summer over 125 teachers attended Summer Institute where teachers worked on understanding the common core standards and planned backwards from the standards. The teachers built agreed upon matrices and unit benchmarks at each grade level.

The process of developing the capacity to be data-driven is underway this year with our Data Reflection Session (DRS) process. DRS allow the teachers the time to not only analyze the data to determine trends, hot spots and sweet spots, but also determine how to move the grade level forward. Through their common agreements based on their discussion of the data and the anticipated challenges, they strategically look ahead planning for the upcoming benchmarks.

2015-2016 school year has been devoted to mastering the process of our DRS and working out any logistical and systematic issues as well as ensuring our assessment process is systematic and aligned to the Common Core. As the year winds down we will transition into a focus of research-based instructional strategies with this upcoming Summer Institute.

The next two years will be going deeper with our instructional plan introducing district-wide strategies, research-based instructional framework and Professional Development to build greater depth and breadth of our staff capacity.

This technology plan will highlight how technology will be a layer upon our foundation of our Instructional Design. It will give guidelines and a framework to ensure technology is used appropriately as a tool to deepen and enrich the teaching and learning as well as prepare students with 21st century skills so that they can succeed in secondary, post-secondary education and the work force.

Current access for teachers and students

From smart phones to social media, for many students today technology has been a fabric of their daily lives. Though students may be able to navigate and use the latest trends in technology, they lack the understanding of its use in the academic arena and the digital literacy and etiquettes required in higher education and the professional working world.

Thus one of the goals of our educational system is how to help students, within our the framework of our instructional design, leverage the power of technology as a tool to enhance a deeper and richer learning experience as well as develop the appropriate technology acumen to be competitive in the ever changing global society.

We know that adding the use of technology on its own does not ensure effective integration and learning. Understanding this, the technology plan will address the critical need to ensure ongoing professional development, monitoring and implementation guidelines to ensure quality and equity of the use of our technology. Technology should be leveraged to provide an added layer of access to the teaching and learning resources available in classrooms. It also should be seen as a tool that fosters lifelong learning. Thus, all teachers and students must have access to appropriate technology during the school day and extended school day.

The following is a brief summary of the technology currently available to teachers and/or students:

- District established a standard of one teacher computer and five classroom computers. However not all computers are fully functional. Classrooms also have connected projectors with SMART Boards for conducting interactive and engaging lessons.
- All classrooms are equipped with at least one printer. The tech plan will ensure all equipment is fully functional.
- All teachers have a document camera for incorporating objects and print resources into their lessons.
- Approximately 130 teachers have district issued laptops. The tech plan will ensure all teachers have district issued laptops.

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- All teachers have access to a telephone in their classroom including voice mail. They can access their voice mail from anywhere.
- All teachers have access to an email account for communication that is available to them from anywhere.
- All classrooms have audio amplification in their room. The tech plan will ensure all audio devices are fully functional.
- All schools send automated attendance messages home to parents of students who have an unexcused absence using the Blackboard Connect Ed community notification system. In addition, all teachers have 24/7 access to send home progress and other information to some or all of their parents using this system. This system is available anywhere at any time. However, training and follow up on the usage of Synergy's Parent Vue for communication is still needed.
- All teachers have access to Synergy, the district's student information system.
- All schools have access to Accelerated Reader and Accelerated Math to assess and improve student math, literacy and reading comprehension. Further PD on the AR and AM program is essential for the biggest impact.
- All schools have access to one or more computer labs.
- A little fewer than 10% of students have access to iPads/chromebooks.
- Teachers use Online Assessment Reporting System (OARS) to score and record benchmark assessments. The district requires the teachers to assess the student's performance data using OARS five times for math and five times for ELA throughout the year.

Summary of the district's curricular goals that are supported by this tech plan.

California is part of the national movement to adopt common standards and assessments for English Language Arts and Mathematics. Previous, standards varied among states, as did the difficulty of the assessments used to determine whether students were meeting those standards. Common Core Standards allow for collaboration among states on best practices and professional development thus providing a clearer vision of what educators and parents in all states should aim for. With the new Common Core Standards that emphasizes rigor and challenging coursework, the end result is helping students become college and career ready.

This school year, SYSD teachers began building and refining a system of assessment. This summer they will begin to shift to research-based instructional practices. Along with the implementation of the CCSS, SYSD is continuing the preparation for the computer adaptive assessments being led by the Smarter Balanced Assessment Consortium (SBAC).

State and local accountability requirements encompass that all students meet Reading and Mathematics content standards and Annual Yearly Progress (AYP) targets. The District adheres to: State Content Standards and CDE Frameworks. Standards in both English and Spanish are disseminated for all grade levels and all academic subjects (Language Arts, Mathematics, Science, History/Social Studies). The SYSD Technology Plan will encompass all content areas however; the focus on Language Arts and Math will be the driving force to impact the other content areas.

DISTRICT CURRICULUM GOAL:	
Language Arts <ul style="list-style-type: none"> • Every student will improve one performance band on the California Common Core State Standards (CCSS)/Smarter Balanced Assessment English Language Arts as established in 2014-2015. 	Mathematics <ul style="list-style-type: none"> • Every student will improve one performance band on the California Common Core State Standards (CCSS)/Smarter Balanced Assessment Mathematics as established in 2014-2015

District goals have specific program goals identified in the district's LEA plan. This plan is comprehensive, using planning documents that bind all district and site plans into a comprehensive, seamless plan of action of what is expected to be accomplished over the course of time.

Senate Bill 374 requires the school site's Single Plan for Student Achievement to consolidate all plans required by Consolidated Application Programs into a single plan for student achievement. Title I, Professional Development, Title III, Title IV and, Title V, are funded through the consolidated application process.

The site plan establishes performance improvement goals, outlines actions, benchmarks and timelines and lists the necessary expenditures to raise student's academic performance to improve the school's educational program. School goals are based on meeting the following district, state and federal pupil achievement performance growth targets: the Adequate Yearly Progress (AYP), the Annual Measurement Achievement Objectives (AMAOs) and district language arts and mathematics measurements.

2015-2016 is the first implementation year of the District's Instructional Design:

CONTENT AREA		SOURCE OF PERFORMANCE STANDARDS	ASSESSMENT TOOLS
LANGUAGE ARTS	READING	<ul style="list-style-type: none"> STATE COMMON CORE CONTENT STANDARDS DISTRICT BENCHMARKS K-8 ANNUAL PERFORMANCE TARGETS (AYP, AMAOs) 	<ul style="list-style-type: none"> CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP) – SMARTER BALANCE ASSESSMENT CALIFORNIA ENGLISH LANGUAGE DEVELOPMENT TEST (CELD)-ENGLISH LEARNERS DISTRICT BENCHMARKS K-8
	WRITING		

SOURCE OF PERFORMANCE STANDARDS		ASSESSMENT TOOLS
Math	<ul style="list-style-type: none"> STATE COMMON CORE CONTENT STANDARDS DISTRICT BENCHMARKS K-8 ANNUAL PERFORMANCE TARGETS (AYP) 	<ul style="list-style-type: none"> CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP) – SMARTER BALANCE ASSESSMENT DISTRICT BENCHMARKS K-8

Benchmark Assessments for Reading/Language Arts and Mathematics are administered every five weeks. Sites may also use STAR Reading assessments as appropriate.

The SYSD LEA/LCAP Plans as well as the school site plans calls for addressing needs in the following content areas: Language Arts and Mathematics, the two areas that are considered the foundational skills needed to ensure success in all other disciplines. The SYSD Technology Plan will focus on how to advance technology as a tool to impact Language Arts and Mathematic.

Instructional Design

The integration of technology such as Chromebooks or iPads into our teaching and learning should be a layer upon our foundation of our instructional design. Its integration will allow teachers and students to develop digital literacy, go deeper into the curriculum, build efficiency and richness in the learning and assessments. Thus, teachers will integrate technology into their teaching day as appropriate either during centers, part of a project and/or strategies related to common agreements made during the Data Reflection Sessions.

District Goal 1: Integrate technology with our Instructional Design for Mathematics and English Language Arts		
Objective 1: By August 1, 2019 100% of all teachers will integrate technology with their lessons and units that are aligned to the Common Core State Standards to enhance classroom instruction and as an instructional resource.		
BENCHMARK YEAR 1	BENCHMARK YEAR 2	BENCHMARK YEAR 3
By July 1, 2016, 100% of teachers will have received laptops and 50 % will attend summer technology training and Summer Institute.	By July 1, 2017, 50% will use lessons and units integrating technology into lessons that are aligned with our instructional design. By July 1, 2017, 75% of teachers will attend the summer technology for educators PD.	By July 1, 2018, 100% of teachers will use lessons and units integrating technology into their lessons that are aligned with our instructional design. By July 2018, 100% of teachers will attend the summer technology for educators PD.
Objective 2: The Ed. Services department in advisement with the Technology Committee will provide teachers with model lessons, resources and digital tools in the integration of technology as a resource and learning tool.		
BENCHMARK YEAR 1	BENCHMARK YEAR 2	BENCHMARK YEAR 3
As an ongoing collaborative effort, the Ed. Services department with advisement from the Technology Committee will provide teachers with model lessons, resources and digital tools in the integration of technology as a resource and learning tool.		
Objective 3: By August 1, 2019, 100% of students will use Chromebooks/iPads as a learning tool and resource in their classrooms.		
BENCHMARK YEAR 1	BENCHMARK YEAR 2	BENCHMARK YEAR 3
By July 1, 2016, one school will be piloting Chromebooks/iPads in their classroom as an instructional tool and resource aligned to the Common Core and Instructional Design.	By July 1, 2017, three schools will be utilizing Chromebooks/iPads in their classroom as an instructional tool and resource aligned to the Common Core and Instructional Design.	By July 1, 2018, six schools will be utilizing Chromebooks/iPads in their classroom as an instructional tool and resource aligned to the Common Core and Instructional Design.

IMPLEMENTATION PLAN			
Activities	Timeline	Person(s) Responsible	Monitoring & Evaluation
Develop a technology skills outline aligned to the Instructional Design and Common Core Standards and scope of digital literacy by grade level.	continuous	<ul style="list-style-type: none"> Ed. Services Technology Committee Technology Dept. 	<ul style="list-style-type: none"> Agendas and Minutes Matrix of the Technology Skills document
Develop Summer Technology PD to provide continuous opportunity to teachers implementing technology as a resource and learning tool.	Continuous	<ul style="list-style-type: none"> Ed. Services Technology Committee Technology Dept. 	<ul style="list-style-type: none"> Agendas and Minutes Matrix of the Technology Skills document
Make Technology Curriculum an ongoing agenda item at curriculum and department head meetings	Continuous	<ul style="list-style-type: none"> Site Administrators Instructional Leads 	<ul style="list-style-type: none"> Agenda and Minutes
Sunset Elementary pilots Chromebooks/iPads and initial implementation.	2015-2016	<ul style="list-style-type: none"> Ed. Services Technology Committee Technology Dept Sunset Admin 	<ul style="list-style-type: none"> Surveys Inventory documentation
Willow Elementary begins implementation of Chromebooks/iPads.	2016- 2017	<ul style="list-style-type: none"> Ed. Services Technology Committee Technology Dept Willow Admin 	<ul style="list-style-type: none"> Surveys Inventory documentation
San Ysidro Middle School, Vista Del Mar Implements Chromebooks/iPads.	2017-2018	<ul style="list-style-type: none"> Ed. Services Technology Committee Technology Dept SYMS, VDM Admin 	<ul style="list-style-type: none"> Surveys Inventory documentation
La Mirada, Smythe and Ocean View Hills implements Chromebooks/iPads.	2018-2019	<ul style="list-style-type: none"> Ed. Services Technology Committee Technology Dept La Mirada, Smythe, OVH admin 	<ul style="list-style-type: none"> Surveys Inventory documentation
Evaluation Instrument(s)—Data To Be Collected: <ul style="list-style-type: none"> Usage report of digital and electronic tools and resources Agenda and Minutes Surveys 			

Implementation of Chromebooks/iPads

The goal of having a ratio of one Chromebook/iPads to every student by 2019 is an ambitious goal that requires constant oversight and adjustments as needs may change from year to year. There are many factors that may delay the implementation such as, infrastructure, school reconfiguration, professional development delays and/or equipment issues.

Sunset Elementary is anticipated to go through little to no grade or structural changes with the new reconfiguration of the district elementary and middle schools. In addition, Sunset Elementary has been approved to pilot Chromebooks/iPads for this year thus making Sunset the best place to begin the full implementation. As Sunset Elementary begins the process, the Technology Committee will monitor carefully any issues or challenges and address them before the next school begins the implementation.

Before a grade level or school can receive Chromebooks/iPads, the teachers are required to go through at least Tier I technology training. Once the teacher has completed Tier I training they will have full access to Chromebooks/iPads for their classroom. The technology committee believes the crucial piece that must take place before students receive

devices is the training the teacher must have to ensure quality and aligned instruction. The technology committee is fully aware that a teacher's failure to attend training may delay the implementation of the Chromebooks/iPads but the commitment to quality must not be sacrificed just for the sake of having Chromebooks/iPads. Professional Development will be emphasized to ensure participation.

Willow is the second school expected to go through implementation. Willow is the only other school with a K-6 with its 7th and 8th grade going through some possible adjustments.

San Ysidro Middle School and Vista Del Mar will possibly be comprehensive 7th and 8th grade middle schools by 2017. With only two grade levels as well as the need to prepare the middle schools for high school, the implementation for the Chromebooks/iPads will be crucial around this time.

La Mirada, Smythe and Ocean View Hills will go through the biggest changes with the new configuration. The transitions with infrastructure, modification/upgrades of facilities, staff and students will be immense, so delaying the roll out of the Chromebooks/iPads at these sites will allow for more time to ensure training, infrastructure fidelity as well as a smooth transition of student and staff without an added layer of work load.

As technology needs begin to increase with the implementation of Chromebooks/iPads and with the continuous professional developing for technology, the need for Technology Resource TOSAs should be considered. The Technology Resource TOSAs role will be, but not limited to, monitoring technology use and issues, implement Chromebook/iPad initiatives, develop school site technology PDs and be the liaison between the school site and district office.

Generally, Chromebook implementation will be for grades 3-8 and iPads or any other touch screen tablet implementation will be for grades K-2. 3rd grade students and up will be required to take the SBAC which is a computer adaptive state assessment. The exposure in 3rd grade to Chromebook technology will help support students with the assessment. K-2 students would benefit much better from an iPad or tablet type device for easier access to resources, content and programs with a push or swipe of their fingers as oppose to a much more complicated mechanics of a Chromebook keyboard. Training and a clear understanding of the practical use of technology in grades K-2 will be essential to ensure appropriate use in teaching and learning.

Appropriate and ethical use of information technology in the classroom.

The San Ysidro school district's Acceptable Use Policy (AUP) addresses the appropriate and ethical use of Technology. The (AUP) also covers lawful and unlawful use, ethical use of information, copyright, fair use, plagiarism, illegal file sharing, passwords, legal and illegal downloading, peer to peer file sharing, causing harm to others with; viruses, anonymous email, spamming, and damaging, destroying, and theft of all district technology. More information can be found under Board Policy Series 4000.

District Goal 2: Promote appropriate and ethical use of technology: ethical use of information, copyright, fair use, plagiarism, illegal file sharing, passwords, legal and illegal downloading, peer to peer file sharing, causing harm to others with; viruses, anonymous email, spamming, and damaging, destroying, and theft.

Objective:

By June 2019, 100% of the students will identify age appropriate ethical use of technology.

BENCHMARK YEAR 1 to year 3

As each classroom begins the implementation of their Chromebooks/iPad, all students in those classrooms will be instructed on the Acceptable Use Policy and be able to identify age appropriate ethical use of technology. By June of 2019 all students shall be able to identify age appropriate ethical use of technology.

IMPLEMENTATION

Activities	Timeline	Person(s) Responsible	Monitoring & Evaluation
Provide training for teachers and support staff on AUP, so that the entire AUP and its legalities are understood in its entirety	Tier I PD continuous	<ul style="list-style-type: none"> School Site Tech Committee 	<ul style="list-style-type: none"> Agenda Minutes Lesson Plans
Site Principal observations, lesson plans, and signed AUP annually	Continuous	<ul style="list-style-type: none"> Site Principals/Designee 	<ul style="list-style-type: none"> Agenda Sign-in Logs
Continue to update current Internet Acceptable Use Policy	Continuous	<ul style="list-style-type: none"> Technology Committee 	<ul style="list-style-type: none"> Agenda Minutes
Introduce students to all aspects of the AUP so they understand the proper use of technology.	Continuous	<ul style="list-style-type: none"> School Site Teachers 	<ul style="list-style-type: none"> Lesson Plans Agenda
Ensure AUP is part of the Tier I PD.	June 2016	<ul style="list-style-type: none"> Technology Committee 	<ul style="list-style-type: none"> Agenda

Internet safety, online privacy protection and online predators avoidance. (AB 307)

Students will learn how to safely utilize the Internet as a resource and as an instructional tool in the classroom, Internet safety will include but not limited to the following areas: Online Privacy, avoiding on-line predators, avoid improper websites, cyber-bullying, etc. Teachers will use internet resources such as: CyberSmart, a free Safety and Security Online curriculum to teach students what students need to do and learn about Internet safety, privacy, and security http://cybersmartcurriculum.org/assets/files/CyberSmart_Scope.pdf

Each site is responsible to develop computer lab schedules. Schedules reflect all classrooms with equal opportunity for lab use. This technology plan will also ensure all classrooms have Chromebooks/iPads for every student as well as every teacher having laptops and are adequately trained in the use of technology for teaching and learning.

Additional computer time is made accessible to all students and parents by visiting the school library from 7:30 – 4:30 on a daily basis. Student participants in before and After School tutoring programs, Spring and/or Summer Intercessions and Saturday offerings also include computer usage as part of the supplemental program.

As of fall 2010, Edusoft Synergy is a system used to store student information. It's a web-based program that not only stores student demographics classroom teachers use it to take attendance, link to grade book, view test results: such as the Raven and CELDT test scores. At all schools, teachers take attendance online and have view- only access to data on students in their own classes.

OARS is widely used by every classroom teacher in SYSD. It is used monitor student performance in Language Arts, Mathematics, Writing, CELDT levels and SBAC test results. OARS is widely used to keep group and individual theme and chapter tests performance records and essential K through 8th grade coursework. OARS reports are used during Report Card conferences, Student Study Team (SST) and Individual Educational Plan (IEP) meetings to review student performance data, these results are used to develop individual student educational action plans.

Teachers and administrators have access OARS from home as well as from anywhere in the district. OARS is used to strategically design district assessments that are objectively created. These district and teacher created exams are designed to have greater correlation to SBAC blueprints. This allows for unity across the district in how assessments are viewed and the data analyzed. District assessments use scanned answer sheets.

All schools, using the Professional Learning Communities model, conduct regular collaboration meetings by grade or department. At these meetings teachers use test results data to assess progress toward meeting proficiency in the content standards. Research-based instructional practices are shared to enhance lesson delivery for all students. Students who have strategic or intensive intervention needs are targeted for improvement.

Teachers and administrators use technology as tool to communicate with parents through both written form using word processing applications and e-mail if this medium is available to the parent(s). Telephones are installed in all classrooms. Teachers and administrators all have access to telephone voicemail and long distance services. The district provides to administrators with cell phones services. Further information can be found under Goal 3: Parent Involvement.

Web Services: All schools utilize School Messenger, an online phone calling system to call parents for: school/community related emergency, missed attendance, meeting reminders, etc. One of the school sites uses Teacher EASE, a program to post the daily homework assignments for parents to access. Teachers use of classroom websites for communication of classroom goals and objectives, as well as, classroom and homework assignments.

The District maintains its own web server and its own District web site (www.sysd.k12.ca.us). Several office staff, site administrators and district staff members have been trained and are maintaining web pages which are available on the Internet. Each school maintains its own webpage. For example, parents and community are able to locate information regarding calendars, upcoming events, menus, school programs, newsletters and examples of student work on these school and district web pages. Parents and community are informed of the addresses through email, written notes and parents meetings such as Back-to-School Night, Parent –Teacher conferences, School Site Council Meetings and PTA functions.

District Goal 3: Parent Involvement**Objective:**

SYSD will continuously improve the use technology to increase parent involvement with the school and district.

IMPLEMENTATION

Activities	Timeline	Person(s) Responsible	Monitoring & Evaluation
Determine effectiveness of communication tools with parents	January 2017	<ul style="list-style-type: none"> • Tech Dept • Principals 	<ul style="list-style-type: none"> • Agenda • Minutes
Survey community of the best ways to develop two way communication for input and participation.	Annually	<ul style="list-style-type: none"> • Ed Services • School sites 	<ul style="list-style-type: none"> • Survey
School site Parent PDs: <ul style="list-style-type: none"> • Use of Ed. Tech at schools • Parent Vue training • Email setup and use 	Continuous	<ul style="list-style-type: none"> • School sites • Ed Services 	<ul style="list-style-type: none"> • Agenda • Sign-in

The effectiveness of the plan and program success will be monitored and evaluated as stated in each objective. All stakeholders are informed of activities student achievement and staff progress, through ongoing meetings, personal contacts, e-mail, web sites, letters, school bulletins and voice mail. In this way, appropriate modifications can be made in a timely manner. Specific goals, objectives benchmarks and the process that will be used to monitor strategies are described in each component. Instruments of evaluation and the person responsible are listed after each goal. The Superintendent and Principals will monitor the implementation of the technology plan together with the Technology Planning Committee in all areas.

Indicators of Success:

Success is measured by the extent to which program indicators are met in the areas addressed in a particular goal.

- Teachers and site principals evaluate the success of goals related to curriculum, acquisition of technology skills, equitable access by students, record keeping and communication with parents.
- The District Educational Services staff monitors the adherence to the plan and makes appropriate recommendations to the Superintendent.

PROFESSIONAL DEVELOPMENT COMPONENT

Teacher's Proficiency Levels to be updated 2016

In order to establish the current level of technology skills and the degree of technology use in the instructional setting a variety of instruments will be utilized such as, EdTech Profiles, surveys, classroom observations, review the type of technology work orders submitted, software reports and/or questionnaires. The results indicate staff's knowledge and the degree of usage and the expertise levels using basic computer skills.

As of 2010 currently, all SYSD district staff has basic computer knowledge of the functionality of computers, 97% of the teachers demonstrate a high degree of expertise on how to utilize the Internet and e-mail. E-mail is used through-out the district as a means of communicating and collaborating with each other, outside agencies, community members and parents. Approximately 65% of staff level of expertise is medium-low in the integration of technology and curriculum. Teachers know how to use Smart Notebook, and Microsoft Word as resources and/or as instructional tools, however it takes time to practice to create Smart Notebook lessons with multimedia effects since teachers only have 30 minutes of preparation for their daily lesson activities.

Administrator's Proficiency Levels

Administrator's current technology skills vary from beginners to experts depending on the software or on-line programs being used. SYSD administrators widely use on-line software reports to monitor student progress to make data driven school decisions for district or individual students. These reports are an essential part of the Student Study Team. The information is used to help develop individual action plans. 100% Site and 30% district administrators are experts in using OARS to extract classroom, or individual student performance data. When using the Edupoint Synergy program, all administrators can be considered novices since there have been little to no updated training with Edupoint in the last five years.

The SYSD LEA/LCAP plans include professional development as an essential element for raising academic performance. Surveys, classroom observations, software usage reports, and student academic performance are and will be also used to develop clear, specific, realistic goals, objectives and benchmarks for providing teachers and administrators with sustained, ongoing Professional Development necessary to implement the Curriculum Component.

Professional development programs in technology are comprehensive and coordinated with district academic goals. Training addresses how teachers can integrate technology into their classroom instruction to improve the academic achievement of all students. The training will be guided by current research in the field as to the best practices. Research has shown that with computer-aided instruction, student academic achievement improves. Underwood and Brown have shown a correlation between computer-based instruction and student motivation for learning. The ease of error correction, a semi-private environment, active control, and ability to work at one's own pace all increase student motivation. (1997). Cotton adds that "computer-assisted instruction resulted in improved student attitudes in a variety of areas. These areas included improved attitudes towards themselves as learners, the use of computers in education, course subject matter, quality of instruction, and school in general" (1992). In addition, several sources agree that a critical component is providing appropriate teacher training in ways to effectively integrate technology into the curriculum, focusing on meaningful education goals and improving student learning. (Glennan and Melmed, 1996, Silverstein et al, 2000, Reksten, 2000, Coley, 1997, Pamuel b, Golan, Means, B and Korbak, c. 2000.) The Assistant Superintendent in charge of curriculum or designee will coordinate efforts to monitor the training that is sustained and effective. In addition designee will coordinate the plan implementation between the district and the individual school community

Professional Development

SYSD recognizes the need for continuous professional development for teachers, administrators and staff. The professional development needs to be comprehensive that encompasses not only the teaching, learning and assessments as it relates to the 21st century learning skills but also in the areas of ethical use, blended learning, digital literacy, communication and use of appropriate software programs.

District Goal 4: District will provide ongoing Professional Development			
Objective: By August 2018 100% of teachers will have had at least Tier I Professional Development in the Use of Technology as a learning tool and instructional resource			
BENCHMARK YEAR 1	BENCHMARK YEAR 2	BENCHMARK YEAR 3	
By July 1, 2016, 50 % will attended summer technology training Tier I and Summer Institute for the Instructional Design.	By July 1, 2017, 75% of teachers will attend the summer technology for educators PD Tier I or Tier II and the Summer Institute for the Instructional Design.	By July 1, 2018, 100% of teachers will attend the summer technology for educators PD Tier I, II or III and our Summer Institute for the Instructional Design.	
IMPLEMENTATION PLAN			
Activities	Timeline	Person(s) Responsible	Monitoring & Evaluation
Develop a technology skills outline aligned to the Instructional Design and Common Core Standards and scope of digital literacy by grade level.	continuous	<ul style="list-style-type: none"> Ed. Services Technology Committee Instructional Leads Technology Dept. 	<ul style="list-style-type: none"> Agendas and Minutes Matrix of the Technology Skills document
Develop Summer Technology PD to provide continuous opportunity to teachers implementing technology as a resource and learning tool.	May 2016-continuous	<ul style="list-style-type: none"> Ed. Services Technology Committee Instructional Leads Technology Dept. 	<ul style="list-style-type: none"> Agendas and Minutes Matrix of the Technology Skills document
Make Technology Curriculum an ongoing agenda item at curriculum and department head meetings	Continuous	<ul style="list-style-type: none"> Site Administrators Instructional Leads 	<ul style="list-style-type: none"> Agenda and Minutes
Develop partners with vendors to secure quality technology training in LMS such as Haiku, Google Apps for Educators, etc.	Continuous	<ul style="list-style-type: none"> Technology Committee Tech Dept. 	<ul style="list-style-type: none"> Agenda and Minutes Vendor contracts
Evaluation Instrument(s)—Data To Be Collected:			
<ul style="list-style-type: none"> Calendar of training dates Agenda and Minutes Surveys 			

Tier I, II and III Trainings:

Training or Professional Development with technology is a crucial component to ensure quality, effectiveness and preparedness. Before teachers expect to receive their devices, they will be required to attend at least a Tier I training. Below is a general framework for the Tier Trainings that will be conducted. The Tier training list below gives the general idea of trainings that will be a part of each Tier and thus may encompass other trainings not mentioned below.

TIER I-

- Google for Educators
- Hapara or other similar programs
- Acceptable Use Policy
- Differentiated Learning with Technology
- Accelerated Reader (STAR Math/Reading)

TIER II

- Google Classroom
- Classroom Facilitation with technology
- Student -Centered
- Video writing, editing, publishing, presentations
- Assessments

TIER III

- Flipped Classroom
- Project-Base Learning
- Digital Story Telling

INFRASTRUCTURE, HARDWARE, TECHNICAL SUPPORT AND SOFTWARE COMPONENT

The district's current technology consists of utilizing a variety of technology tools. The classroom technology set up allows our teachers and students to be better prepared for the 21st century. Each of the schools houses at a minimum a 32-unit computer lab used for whole classroom groups used for supplemental Language Arts and Mathematics curriculum. All the computer labs have access to Internet, e-mail, and educational software, as well as our 21st century equipment. In addition, labs are used for training teachers, parents, for before and after schools programs as well as for Spring and Saturday program intervention offerings. Some of our schools maintain two computer labs used for science and the other is designed as a reading intervention classroom.

Standardization of equipment allows for ease of training and equipment repair. The district continues revising equipment standards on a six-month basis. Schools purchase parts for the standardized equipment as replacement parts. Current technical support will change based on cost, product evaluation, and teacher feedback.

Equipment – standards – 2010	
Computer	PC- Intel Core Duo, 4gig memory, 250gig HD, Microsoft Windows 7 Professional
Software	MS Office Suite
Virus Software	AVAST
Laser printer	HP
Scanners	HP Scan jet
Telephones	Cisco IP Phones
Electronic Board	Smart Board
Wireless Microphones	NEC PBX or VoiceLift
Projectors	Epson Cisco IP Phones

Every year, the district conducts a physical inventory of all technology in the classroom to keep schools abreast of changes that need to be made based on real numbers. The classrooms are inventoried for computers, printers, computer furniture, network access, telephones, TV-cable in the classroom, scanners, digital camera, and network connections are inventoried every year. The current district inventory shows a total of 2,000 computers used for student instruction in the entire district. The district has standardized on PC compatible environment. The district has made a great effort to increase computers per classroom and continues to maintain a 5-1 student ratio and will continue to improve and maintain that ratio. Each building has a copier for high-speed duplication and is connected to the schools network, which will allow each teacher to printer and scan documents which can be accessed from any computer on the campus.

In addition to computers in the classroom and computers labs, the district moved towards a high –tech teaching environment, which promotes the use of technology and impacts student achievement across the board. Every school in the district now has a high-tech Smart Classrooms which was designed by the Director of Information Management Services and the new school committee in 2010.

Multi-Media lessons are displayed through a high-end projector, which is physically mounted in the classroom ceiling and projects onto an interactive Smart Board. Smart Board combines the simplicity of a whiteboard with the power of a computer; the Smart Board interactive whiteboard engages students and adds in the learning process. The touch-sensitive display connects to the computer and digital projector to show the computer image. You can then control computer applications directly from the display, write notes in digital ink and save your work to share later or provide student with a printed copy.

Realizing the importance of audio, each classroom has central sound system, which manages all incoming audio in the classroom. Teachers have a centralized console, which will eliminate the use of multiple remotes for each piece of equipment. The console will make it easy for each teacher to use on a daily basis and for new staff to understand the usage of the classroom.

Each existing school classroom has a minimum of 8 network connections and all new classrooms are pre-built with a minimum of 12 network connections so each classroom can potentially have 8 to 12 hard wired network devices. Teachers have high-speed Internet access, a tool to display to a full class, a computer control panel and a wide range of computer applications. Smart Boards will give the power of display and highlighting images, text, and other content projected onto the interactive board. All schools have wireless technology available throughout the entire school.

San Ysidro School District provides all staff and teachers with phone access. The district currently has a CISCO VOIP with unified messaging which connects all the schools to the district. Every classroom has a phone with unified messaging for each staff member. When voicemails are left for staff the unified messaging system routes the voicemail to both the phone and to the district email server Microsoft Exchange. Staff can retrieve voicemail and email from MS Outlook or Web Outlook from anywhere at time.

Software

The district has standardized on administrative tools such as operating system, virus scan, e-mail, spreadsheet, database, presentation tools, and word processing. The district currently uses the Microsoft Office suite which makes it easy for all staff and students to share documents. Another very important tool which all the classroom teachers use is the Smart Technologies Notebook software. The software allows for teachers to create, deliver and manage interactive lessons within a single application for students. The following tables show the list of software.

	La Mirada	Smythe	Sunset	Willow	SYMS	OVHS	CDC
<i>Renaissance Place for K-8</i> (Accelerated Reader.)	√ + Accelerated Math, Math Facts in a Flash, Star Reading, Star Math	√	√	√	√	√ + Accelerated Math, Math Facts in a Flash, Star Reading, Star Math	
<i>Phone Messenger</i>	√	√	√	√	√	√	√
<i>Synergy</i>	√	√	√	√	√	√	√

Other web-links supported by the district for added support includes: Think Central and Scientific Learning. Students with Special needs are using technology devices such as: DynoBox, Tech-Talk and are currently in the process of piloting the use of I-Pad Touch.

Infrastructure

The SYSD Wide Area Network (WAN) is the vehicle of communication for all classrooms and offices. The district's (WAN), is currently made up of fiber optic cables from district to schools. The WAN connects the district's seven schools to the district office and provides network and Internet access to all staff and students. All schools have a Local Area Network, which provides local software and storage for each school. Schools are built with or retrofitted with fiber optic backbones and category 6 cable to the desktop in all schools; the LAN's are all running gigabit Ethernet to the desktop to provide high speed access. Schools also have wireless network access which covers the entire campus, which allows for connecting wireless devices to the district's network and receiving Internet access (100 MB-1GB).

The district network supports our Student Information System as well as all educational software, web servers for access to Internet (www.sysd.k12.ca.us), MS Exchange for e-mail (mbx1.sysd.k12.ca.us) and other Domain services. **The district provides web filtering to all schools and is CIPA compliant.**

Technology Support Services

The district has expanded technical support as technology has increased on a year-to-year basis. The current makeup of the district's technology department is made up of the following:

- Coordinator of Information Technology
- Three Computer Technicians
- One Information Systems Specialist

The District's current ratio is one technician to every 1000 computers. Due to state's budgetary crisis, as funds become available, the SYSD will strive to provide additional technical support in order to maintain a computer to technician ratio more in-line with industry standards. In order to maintain a high level of service and continue utilizing technology an effective means of promoting student achievement, Technical support is a vital component.

The department is directly responsible for all facets of technology in the district. The department currently supports but not limited to network infrastructure, network design, network implementation and maintenance, voice mail maintenance, unified messaging, server implementation and maintenance, Internet support, web design, web maintenance, bandwidth management, e-mail support and maintenance, Smart Classroom support, and training, etc. In addition to the technical support given to all school sites, technology support is provided to the Assessment Center and Educational Services.

Ed. Service's Data, Evaluation and Assessment Coordinator is responsible for: CAASSP Pre-Identification demographics; updates reclassification information for English Learners; Records state mandated information for the California English Language Development Test (CELDT), merges state tests results to Edupoint Synergy; and generates student performance data reports. All of these tasks require numerous hours of collaboration between the Director of Information staff and the Assessment Center coordinator.

The district's Educational Services oversees the data gathering for numerous reports, disseminates essential used for data driven school wide decisions that impact student learning. Educational Services coordinates, plans, supports all district and site training offerings, and will oversee the curriculum and professional development components of the SYSD Technology Master Plan

Site administrators monitor the ongoing implementation of all educational programs. Site Instructional Media Resource Assistants (IMRA) develops and oversees site computer labs schedules. IMRA's also provide technical assistance to administrators, teachers, parents and students. The Internet Usage policy agreement is used at all sites to obtain parental consent for students to access the Internet

Information about on-line learning resources

The district will continue to look for on-line means to deliver curriculum to meet the needs of all our students in our district. All students who use the Internet, and their parents, must sign an Acceptable Use policy that appraises students and their parents of the risks involved in Internet use. Students are never permitted to use the Internet without teacher supervision. Again, Internet content filtering is in place on all in the district.

Description of the technology hardware, electronic learning resources, and technical support needed.

The San Ysidro School District is committed to provide a high speed state of the art digital data network service between its various sites. This connectivity is designed to accommodate both the present and future digital application needs. The intent is to achieve an industry standard based infrastructure, which will enhance educational and administrative activities at all sites with the flexibility and support of future needs and activities.

The San Ysidro School District is in the process of upgrading all connectivity between the district office and each of its seven school sites, in addition to the WAN upgrade; internet access will also be increased for the next three-five years.

The District is currently implementing a high speed state of the art digital data network service upgrade. Current WAN is optical fiber based switched Ethernet network WAN circuit to interconnect all its school sites with 200mb Ethernet connections to each of the district school sites. The district office is the primary hub which will have a 500mb Ethernet connection which will terminate at the district office to aggregate all the schools.

The district is also in the process of upgrading the connection to the internet. Currently, the district has two connections; the district has two vendors which provide internet access (Cox, and AT&T) with a 10mb connection to each provider for internet access. The district will upgrade the connection to COX communication to a 10mb connection for faster access to the internet.

The district continues to maintain and upgrade all existing technology in the district yet in order to continue to support the Curriculum and Professional Development the district will need to implement and support the following needs:

Needs Assessment

1. Continue to use Educational Software (i.e. Renaissance Learning).
2. Continue to use Follett Destiny Web based library automation database for our school libraries.
3. Continue to use Edupoint Synergy as our student information system for the collection of student data.
4. Continue to use OARS as the vehicle for providing information to schools on student testing information.
5. Continue to use Microsoft Exchange as the vehicle for our employees to receive e-mail, calendaring, and unified messaging in and out of the district.
6. Continue to upgrade the schools and district local area network infrastructure to provide high speed communications and voice over IP technology.
7. Continue to upgrade the district Wide Area Network to allow for broadband technology in order to provide out schools with video, VOIP, teleconferencing, and broadband applications across the WAN.
8. Maintain the district's current PC workstations of 6 computers per classroom by continuing to follow the district obsolesces technology guidelines in order to meet the district's overall technology plan.
9. Continue to seek educational use of supplemental resources through the Internet (Web based applications/instructional web sites)
10. Continue to implement and maintain our smart classroom technology.
11. Upgrade and maintain the wireless access for all our schools/district to allow for central management district wide of all wireless access points. With this new technology the district will receive faster access but more importantly, IT staff will be able to manage the technology from a central location.

Software Support Needs

The district has made great strides in standardizing software district wide. The software which the district currently has in place is addressing our curricular goals however, we need to continue to allocate funding upgrades and explore additional software packages if achievement gap is not closing during the next five years in order to meet Technology plans objectives.

Student Data Access

The district's Student Information System is the tool used to monitor student performance and assessment and encourage data-driven decisions; *Edupoint Synergy* is an open-ended web based SIS which provides staff with real time information to all staff anywhere at any time. As State requirements continue to change and information is mandated field changes and additions to data collection; the student information system has met the requirement and currently produces the districts reference testing. The Information Management Services Division has developed tools to import any piece of data into the student system. The information is kept on a server farm which is located at the district office hub.

Edupoint Synergy also holds access to student demographics, attendance, discipline, grades, schedules, health, immunization, emergency, parent/guardian information, and more. *Edupoint Synergy* ease of use allow as faculty, staff and administrators to customize their desktops, putting the information and functionality they need at their fingertips.

Technology Support Needs

In order for technology to be successful in any environment technology support must be adequate and readily available. Equipment must work at all times. In order for technology to impact student learning, when a problem occurs the problem needs immediately attention to continue with daily classroom operation.

The standardization of technology Network, WAN, operating systems, computers platforms, administrative tools and databases has cut down on time and efforts in terms of repair, maintenance, and expansion of technology at each school site.

The district will continue to support the Information Management Services staff which is made up of the following:

- Director of Information Management Service
- Two – Information Management Specialists
- Four – Computer Technicians

In the ever changing world of technology, staff needs to attend staff development offerings. The Technology department can aid schools in all their technology endeavors, with regards to new and existing technology in the district.

Implementation Needs – List of items to be acquired

1. Continue to upgrade the district Wide Area Network to allow for broadband technology in order to provide out schools with video, VIOP, teleconferencing, and broadband applications across the WAN.
2. Continue to using Educational Software (Renaissance Learning) as supplemental resources.
3. Maintain the district's current PC workstations of 6 computers per classroom by continuing to follow the district's obsolete technology guidelines in order to meet the district overall district's technology plan.

Project Acquisition list

Purchase Chromebook carts with Chromebooks for every classroom.

Purchase servers to maintain our web based educational software, file storage, and database applications
- Cost \$100,000 over the duration of the plan

Renew all maintenance agreements for all educational and administrative software
- Cost \$220,000 over the duration of the plan

Replace projectors in the classroom for Smart Board usage
- Cost 50,000 over the duration of the plan

Purchase projector bulbs for classrooms district wide
- Cost 15,000 on a yearly bases

Renew all software licenses in the district both education and administrative
- Cost 300,000 over the duration of the plan

Purchase and upgrade all edge switches for faster network access
- Cost 700,000 over the duration of the plan

External Technology Resources

The district plans to pursue grants that will help offset the cost of implementing technology at SYSD. In addition, the district will build partnerships with vendors and SDCOE to continually increase our technology capacity hardware, software and professional development.

Additional Implementation Needs

Assistive technologies for special-needs students: The district currently uses several software solutions to support and enhance the core curriculum such as: Tech-Talk and Dyno Box. The district policy is to outfit all classrooms with 5 computers per classroom, plus our Smart technology equipment, which includes special education. Special needs students have access to the district standard software which helps support Math and Reading. The purchase of additional software and equipment which helps students to meet their individual needs further exploration. The process of piloting the use of I-Pad Touch is underway to explore other ways students can raise academic performance.

List of items for Special needs students to be acquired:

- Wireless technology such as I-Pad Touch or PC ToGo tablets.
- Assistive technology as individual needs may arise

Timeline for obtaining the hardware, infrastructure, learning resources and technical support required to support the other plan components.

Goals for implementation include the following:

- Redesign, implement, and maintain the district infrastructure in order to meet the district technology plan
- Continue to support the districts obsolete technology plan in order to stay up on technology which includes (maintaining, upgrading, and replacing all technology)
- Continue to integrate technology into the district's curriculum, and continue to support and maintain technology in the classroom.

Hardware, Resources, and Technical Support Goal #1: Maintain the district infrastructure in order to meet the district technology plan goals

Objective:

By June 30, 2019, 100% of the district infrastructure will be maintained with latest upgrades and be operational and functional.

Benchmark:

- By June 30, 2018, 80% of the district infrastructure will be maintained with latest upgrades and be operational and functional.
- By June 30, 2017, 60% of the district infrastructure will be maintained with latest upgrades and be operational and functional.

Action Plan:

1. Inventory infrastructure needs
2. Purchase and deploy school/district network infrastructure (Edge switches, core switches, core routers, and wireless network) as needed
3. Install school/district network infrastructure (Edge switches, core switches, core routers, and wireless network)
4. Install new servers to support added software and classroom workstations
5. Purchase and replace legacy phone system, with VOIP technology district wide
6. Install and replace legacy phone system, with VIOP infrastructure district wide

(Implementation Plan listed based on availability of time and funding)

Timeline:

Year 1 through 3- follow this sequence in a yearly basis.

- Inventory infrastructure needs *(April)*
- Purchase and deploy school/district network infrastructure (Edge switches, core switches, core routers, and wireless network) as needed *(May-June)*
- Install school/district network infrastructure (Edge switches, core switches, core routers, and wireless network) *(July - August)*
- Install new servers to support added software and classroom workstations *(as needed)*
- Purchase and replace legacy phone system, with VOIP technology district wide *(June-July)*
- Install and replace legacy phone system, with VOIP infrastructure district wide *(July - August)*
- Provide Professional Development to include guidelines for selecting appropriate technology resources to monitor school wide technology usage. *(2 times a month)*
- Select information sources and digital tools based on the appropriateness to specific tasks. *(ongoing)*

Evaluation Instrument(s):	Schedule for Evaluation	Program Analysis and Modification Process	Data To Be Collected & Position(s) Responsible
Invoices Installation Maintenance contracts	At the end of each quarter	Principal and Director of Information Management Services will analyze progress and make changes with stakeholders' assistance	Director of Information Management Services will disseminate best practices and next best steps.

Hardware, Resources, and Technical Support Goal #2: Maintain, upgrade, and replace all obsolete technology tools

Objective:

By June 2016 through June 2019, maintain 80-100% of the computers operational

Benchmark:

- Purchase industry standard PC computers, laser printers, projectors and bulbs
- Purchase wireless technology for schools (as per school focus)

Action Plan:

1. Identify obsolete computers, projectors, document cameras, monitors, printers
2. Process warranty items to appropriate channels for service
3. Find funding sources to purchase and replace obsolete technology

(Implementation Plan listed based on availability of time and funding)

11.5

Hardware, Resources, and Technical Support Goal #2: Maintain, upgrade, and replace all obsolete technology tools

Timeline:

Year 1 through 3- follow this sequence in a yearly basis.

- Identify obsolete equipment (*Ongoing*)
- Process warranty items to appropriate channels for service (*Ongoing*)
- Put together a cost analysis per site for replacing technology tools (*August - June*)
- Provide additional training on new equipment. (*as needed- Ongoing*)
- Purchase replacement parts when appropriate (*April*)
- Replace legacy phone sets with new VOIP unites in each of the classroom (*as needed- Ongoing*)
- Select information sources and digital tools based on the appropriateness to specific tasks. (*ongoing*)
- Purchase pocket /flip video cameras (*April - May*)
- Purchase response devices as funding becomes available (*April - May*)
- Purchase document cameras (*April - May*)
- Purchase VOIP phones (*April - May*)

Evaluation Instrument(s):	Schedule for Evaluation	Program Analysis and Modification Process	Data To Be Collected & Position(s) Responsible
Invoices Installation	At the end of each quarter	Principal and Director of Information Management Services will analyze progress and make changes with stakeholders' assistance	Director of Information Management Services will disseminate best practices and next best steps.

Hardware, Resources, and Technical Support Goal #3: Provide technical support and install software

Objective:

By June 2016 through June 2019, maintain 95-100% of the software operational

Benchmark:

- Process work orders on software within 3 days

Action Plan:

1. Deploy district technicians to resolve software issues expediently.
2. Provide district oversight to purchase site licenses software
3. Install software revisions or upgrades as soon as they become available
4. Install pocket video cameras software
5. Install response units / airliner / scanner software to work with exiting smart board in each classroom
(Implementation Plan listed based on availability of time and funding)

Timeline:

Year 1 through 3- follow this sequence in a yearly basis.

- Provide additional training on new software programs. (*as needed- Ongoing*)
- Purchase site licenses and upgrades when appropriate (*April*)
- Install software upgrades (*as needed- Ongoing*)
- Provide technical support via e-mail; voice messages and / or work orders (*as needed- Ongoing*)
- Select information sources and digital tools based on the appropriateness to specific tasks.

Evaluation Instrument(s):	Schedule for Evaluation	Program Analysis and Modification Process	Data To Be Collected & Position(s) Responsible
Invoices Installation	At the end of each quarter	Principal and Director of Information Management Services will analyze progress and make changes with stakeholders' assistance	Director of Information Management Services will disseminate best practices and next best steps.

Hardware, Resources, and Technical Support Goal #4: continue the standardization of district wide software to be used for integrating technology with curriculum

Objective:

By June 30, 2019, 100% of the district classrooms will have received continual services on: hardware, resources and the technical support on all standardized software used to augment the integration of technology with Language Arts and Mathematics content standards

Benchmark:

1. Technology committee will review, analyze and modify standardize educational software list
2. Order educational software for all schools, as needed.
3. Purchase district licenses
4. Install educational software in all schools as needed
5. Provide teachers with initial staff development on the usage and maintenance standardized educational software for classroom use.
6. Provide ongoing teacher staff development on all educational software.

- This sequence will be repeated every year.

Action Plan:

1. Schools will continue to support and implement district supported standardized educational software.
2. Teachers will be provided continual staff development on all standardized educational software.

(Implementation Plan listed based on availability of time and funding)

Timeline:

Year 1 through 5- follow this sequence in a yearly basis.

- Staff development to include guidelines for the integration of technology and Language Arts and Mathematic content standards. *(early fall)*
- Provide technical support on district supported software such as Accelerated Reader/Accelerated Math
- Monitor software upgrades and /or revisions *(every 2 years)*
- Select information sources and digital tools based on the appropriateness to specific tasks. *(ongoing)*

Evaluation Instrument(s):	Schedule for Evaluation	Program Analysis and Modification Process	Data To Be Collected & Position(s) Responsible
Technology Needs assessment	June each year	Teachers and site Principal will provide a work-order at the end of the year as part of the end-of-year check-out procedures to include technology software issues	Site Principal will process work orders before June 30 each year.

Benchmark / Action Step	Person Responsible	Annual Dates
Determine the technology hardware, learning resources, telecommunications, infrastructure, physical plant improvements, and technical support needed for teachers, students and administrators to support all areas of the curriculum and professional development sections of this plan.	Coordinator if Information Technology	August
All schools will have to secure funds needed to acquire and replace equipment on a four year cycle, to keep in line with the 1:1 ratio. Asses reports and purchase needed equipment	Principals	October

Benchmark / Action Step	Person Responsible	Annual Dates
Install hardware to support curriculum and technology for the coming year.	Coordinator of Information Technology	Year Round
Continue to provide teachers with direct access to the district's student information system	Principals and Director of Information Systems	August, December, May
Provide teachers with initial and yearly follow up trainings on <i>Edupoint Synergy</i> to view attendance, test scores, discipline, and all related student information, in order to make data driven decisions	Principals and Director of Technology	August, December, May
Continue to conduct modification to Edupoint Synergy (SIS) based on needs assessment staff provides on a yearly basis	Principals, Teachers and Director of Information Systems	June
Provide real-time information to parents and students including, homework, grades, attendance, test scores, and parent information using the Student Information	Principal and Teachers	June
Continue to evaluate software and the standardization of educational software district wide to promote student development of life-long skills, achieve educational and personal goals	Principals and Tech Committee	Sept-June
Order standardized educational software for all schools, purchase district licensees, and install educational software in all schools	Principals. Director of Information Systems	June
Conduct teacher staff development on the usage and maintenance of standardized educational software for classroom use. Conduct follow up teacher staff development on all educational software year round	Principals	Year Round
Continue to provide staff development to our teachers on the Smart Classroom equipment and software to support and enhance the curriculum sections of this plan		Year Round

The Superintendent and the district leadership team which include Assistant Superintendent in Education Services and the Coordinator of Information Technology will monitor the implementation of the overall implementation of all hardware, infrastructure, technical support, and software standardization in conjunction with the technology steering committee.

The Coordinator of Information Technology will provide regular updates to the district Superintendent of the implementation status of plan goals and objectives. The responsibility of the overall implementation of the district technology plan will be the Assistant Superintendent. The Assistant Superintendent will consult with stakeholders and the districts technology steering committee to modify the plan if needed to continue with the overall implementation.

Success Indicators

Success will be measured by the degree to which program indicators are met in the areas and objectives addressed in each individual goal.

-
- The district will evaluate overall progress towards goals related to Hardware, Infrastructure, technical support, and Software
 - The Coordinator of Information Technology and the Technology steering committee monitors adherence to the plan and make appropriate recommendations to the Superintendent.

Indicators

- The district will continue to execute the district obsolete plan which will keep technology updated in the classroom. The district will continue to maintain on an average a 4 to 1 student to computer ratio. Computers and other technology will be continually evaluated and upgraded/replaced on an as needed basis. The district will continue to maintain technology to enable students to use the latest upcoming technologies.
- In addition to classroom computers, every classroom will be outfitted with the Smart Classroom equipment and each classroom will be monitored for upgrades and modification to maintain that standard.
- All district standard software will be evaluated to insure that the software will meet the district curriculum goals and students will reach technology proficiency by the end of the plan.

FUNDING AND BUDGET COMPONENT

List established and potential funding sources

State, federal and local grant funds intended to supplement projects that focus on improving student academic performance which are used and will be leveraged to fund on-going technology improvement goals. The district is committed to provide and maintain state of the art technology district wide. The E-Rate Program has provided the development of high end infrastructure which includes networks, telephone access, Internet access, cabling, wiring and certain communications hardware, software, and technical services required to provide the educational environment a high powered industry standard platform.

The district acknowledges the cost to accomplish all goals delineated in the SYSD Technology Master Plan goals is beyond traditional school funding. Additional time or stipends for school tech team members and compensation for teachers to attend staff development sessions, attendance to technology conferences, clerical staff development, and purchase of standard-based software are some of the ways school sites utilize categorical funds. District Assessment Center, the Information Management Systems and Educational Services staff are responsible for maintaining student's basic information, state and district test results and for repairing hardware.

List of Established and Potential Funds Sources:

Established Funding Sources

- General Fund
- Categorical funds
- E-Rate Discounts
- Teleconnect
- Title I
- Title II
- Title III

Additional sources of funding

- School Developer Fees grants
- Donations

Outside agencies - US Border Patrol, Department of Defense, Social Security Offices, San Diego Police Department, and other agencies, have donated new and used computers. The centralized staff will continue to actively pursue other avenues for funds such as partnerships, collaboration, donations and networking with other agencies and/or companies. The district will continue to seek partnerships opportunities with the San Diego County of Education (SDCOE), as well as, tap into in-house expertise as sources for staff development offerings. Houghton-Mifflin publishers provide consultants to provide staff development on the California Lesson Planner CD-Rom and the Quiz Taker. Other potential partners will be explored.

Estimate annual implementation costs for the term of the plan

The following table lists estimated plan implementation costs on an annual basis. It does not reflect the current costs for hardware, software, and/or infrastructure already in place. Stakeholders have reviewed the costs and approved these expenditures.

Year 1 - Budget Matrix for 2016-2017 School Year		
Expenditure Multi Funded (General Fund, Categorical, etc...)	Category	Amount
Staff Professional Development – (training materials, Professional Development Fees, Substitutes for staff, Travel and Conference)	1000-5999	50,000
Hardware Obsoletes – Replace Computers, Replace printers, Projectors, Notebooks, document cameras, etc..	4000-4999	250,000
Hardware Repair – repair existing computers, Computer parts	5000-5999	35,000
Infrastructure - Local area network - Upgrade servers, core switches, edge switches, wireless access, SAN, Operating systems, VMware, etc..	6000-6999	300,000
Infrastructure – Telecom/Internet – school connectivity, district connectivity, Internet access, and Telephone access	5000-5999	150,000
Software – License renewals and upgrades, New software expenditures	5000-5999	100,000
Supplies – Printer toner, Projectors, Project bulbs, paper, etc..	4000-4999	25,000
Technology Related Salaries – IT staff, Contracted services, Faculty Stipends	2000-3999	500,000
Total for 2016-2017 School Year		1,310,000

Year 2 - Budget Matrix for 2017-2018 School Year		
Staff Professional Development – (training materials, Professional Development Fees, Substitutes for staff, Travel and Conference)	1000-5999	75,000
Hardware Obsoletes – Replace Computers, Replace printers, Projectors, Notebooks, document cameras, etc..	4000-4999	50,000
Hardware Repair – repair existing computers, Computer parts	5000-5999	60,000
Infrastructure - Local area network - Upgrade servers, core switches, edge switches, wireless access, SAN, Operating systems, VMware, etc..	6000-6999	100,000
Infrastructure – Telecom/Internet – school connectivity, district connectivity, Internet access, and Telephone access	5000-5999	250,000
Software – License renewals and upgrades, New software expenditures	5000-5999	110,000
Supplies – Printer toner, Projectors, Project bulbs, paper, etc..	4000-4999	26,750
Technology Related Salaries – IT staff, Contracted services, Faulty Stipends	2000-3999	301,000
Total for 2017-2018 School Year		972,750

Year 3 - Budget Matrix for 2018-2019 School Year		
Expenditure Multi Funded (General Fund, Categorical, etc...)	Category	Amount
Staff Professional Development – (training materials, Professional Development Fees, Substitutes for staff, Travel and Conference)	1000-5999	100,000
Hardware Obsoletes – Replace Computers, Replace printers, Projectors, Notebooks, document cameras, etc..	4000-4999	100,000
Hardware Repair – repair existing computers, Computer parts	5000-5999	100,000
Infrastructure - Local area network - Upgrade servers, core switches, edge switches, wireless access, SAN, Operating systems, VMware, etc..	6000-6999	100,000
Infrastructure – Telecom/Internet – school connectivity, district connectivity, Internet access, and Telephone access	5000-5999	300,000
Software – License renewals and upgrades, New software expenditures	5000-5999	150,000
Supplies – Printer toner, Projectors, Project bulbs, paper, etc..	4000-4999	30,000
Technology Related Salaries – IT staff, Contracted services, Faulty Stipends	2000-3999	315,000
Total for 2018-2019 School Year		1,195,100

District's replacement policy for obsolete equipment.

In an effort to provide the San Ysidro School District students and staff with the appropriate technology resources to meet the goals and objectives of the district technology plan. The district has developed a technology obsolete plan which will allow for the replacement of obsolete technology on a yearly basis. The TOP policy will allow for phasing out older hardware which cannot run the latest operating system and/or replacing obsolete equipment which includes the following; Hardware, Software, Infrastructure (Local Area Network, Wide Area Network), Internet Access, and Smart Classroom Equipment district wide.

Computers are one major component in assisting student learn therefore computers will be replaced on a yearly basis. Replacing 100 computers per year will help the district keep up with the latest industry standard software which school need to impact learning. The yearly technology inventory will dictate what computers are up for replacement based on years of service. Other hardware which must be looked at and evaluated will be notebooks, printers, and projectors.

Software is the dictating factor in hardware replacement. As software changes and requirements are more demanding, the hardware will be impacted on a yearly basis. The district will evaluate all software on a yearly term and determine if the software is helping meet the curriculum components of this plan.

Infrastructure is a key component in deliver content to students and staff. Our goal is to evaluate bandwidth and network performance on a yearly basis. With so much more content coming from the Internet, infrastructure must be evaluated and replaced every 3 to 5 years in order to meet the expectations for our students and staff.

As new technology is implemented in the district, we must keep in mind that it will also have a high maintenance factor once implemented. The implementation of our Smart Classrooms, which include a variety of equipment, must also follow suit with the district technology obsoletes plan in order to meet all areas of the district technology plan.

The SYSD Assistant Superintendent in education services, Coordinator of State and Federal Programs and Coordinator of Information Technology will continue to make budget and funding recommendations, monitor progress, and assist to determined district technology goals in collaboration with site administrators'.

The Assistant Superintendent with the assistance from the Coordinator of Information Technology will be responsible for the overall monitoring of all timelines within the district's plan. Informational articulation meetings will be conducted by the Coordinator of Information Technology to communicate technology goals progress on a regular basis with site Principals and staff. In additional, the Coordinator of Information Technology will continue to monitor progress on a quarterly basis and forward a detailed report to the Superintendent and the Board of Trustees on a annually basis. If goals and objectives need to be modified, the Assistant Superintendent may consult with stakeholders and the technology committee to modify the exiting plan to meet the needs of the district.

Monitoring and Evaluation Timeline, Benchmark / Action Step	Person Responsible	Annual Dates
Identify all associated costs with the full implementation of the district technology plan	Coordinator, Info and Techology	January
Establish all potential funding sources to support the plan	Ed. Services/ Principals	January
Develop and implement annual budgets for the duration of the plan	Ed. Services/Principals	February
Continue to provide ongoing technical support	Coordinator, Info and Techology	February
Plan for the obsoletes of technology	Coordinator, Info and Techology	February
Establish a feedback loop used to monitor progress and update funding and budget decisions	Coordinator, Info and Techology	September

MONITORING AND EVALUATION COMPONENT

Process for evaluating the plan’s overall progress and impact on teaching and learning

Methods & Tools to Monitor Progress Toward Accomplishing Activities at Schools

The principal will coordinate the technology plan and will be responsible for the management of all activities described in the programs for students and staff. The Superintendent will make an annual report to the board.

Schedule for evaluating the effect of plan implementation

Activities will be monitored as follows:

ACTIVITY	TOOLS	METHODS	PERSON(S) RESPONSIBLE	ANNUAL TIMELINE
Student Computer Knowledge and Skills	<ul style="list-style-type: none"> ➤ Student grade summaries on technology-based projects ➤ NETS Performance Indicators for Technology Literate Students. 	Review of progress of students towards expectations. Revise plan as needed.	Principals	Aug, Nov, Feb, May
Student Academic Achievement in targeted content areas	<ul style="list-style-type: none"> ➤ STAR scores ➤ Student performance on formative authentic assessments 	Review of progress of students towards expectations. Revise plan as needed.	Principals	Aug, Nov, Feb, May
Staff Technology	<ul style="list-style-type: none"> ➤ Ed Tech Profiles ➤ Performance on-line 	Review of progress of staff towards expectations.	Principals	Aug, Nov, Feb, May

Proficiency	<ul style="list-style-type: none"> ➤ formative assessments ➤ Staff Lesson Plans 	Revise plan as needed.		
Staff Technology Integration	<ul style="list-style-type: none"> ➤ Ed Tech Profile Report ➤ Informal classroom observation forms ➤ Technology-based lesson plans ➤ Self-Evaluation Survey 	Review unit / lesson plans and observation records for progress of staff towards expectations. Revise plan as needed.	Principals	November, February, March, June
Partnership Involvement	<ul style="list-style-type: none"> ➤ Attendance Records ➤ Meeting Minutes ➤ Agendas 	Review levels of partnership involvement and adjust plan as needed.	Principals and Educational Service Staff	November, February, March, June

The timelines used to evaluate the overall effect of the implementation of the Technology is delineated in each goal.

The culminating effect will be measured in the student performance data contained in software summaries of degree of usage and student performance. The most visible effect will be in the AYP and API scores for individual school sites and district.

EFFECTIVE COLLABORATIVE STRATEGIES WITH ADULT LITERACY PROVIDERS TO MAXIMIZE THE USE OF TECHNOLOGY CRITERION

As early as 1995, San Ysidro School District identified parent and community participation as a priority in maximizing the use of technology for adult literacy. Parents in San Ysidro are interested, involved, and expressed the desire to learn ways to assist their children, as well as, learn how to use technology. The unique nature of the district, in which 85% of the students are English Learners, also makes adult literacy in both Spanish and English a specific need.

One goal of the 1997 SYSD Title VII System-wide Improvement Grant Proposal, was to “Develop parent capacity to supplement student learning, particularly in the areas of English language development, writing and use of technology.” To this end, the SYSD has worked collaboratively to provide opportunities for adult literacy that incorporate technology. San Ysidro School District and the collaborators listed below work collaboratively to provide services that foster personal growth and lifelong skills such as literacy.

COLLABORATIVE AGENCIES	SERVICES PROVIDED
Sweetwater Adult and Continuing Education	<ul style="list-style-type: none"> • Adult ESL and Literacy • Classes Computer classes • GED classes • The Distance Learning Center (DLC) supports teleconferencing and technology-enhanced presentations. <i>(The DLC, beams teacher expertise across all adult campuses by placing cameras in different classrooms to allow real-time instruction.)</i>
Villa Nueva	Computer Classes which focus on Word processing, Internet and E-mail
Casa Familiar	Computer Classes which focus on Word processing, Internet and E-mail
San Ysidro Public Library	Computers for students and adults with access to the internet. Support the SY Family Latino Literacy Class

COLLABORATIVE AGENCIES	SERVICES PROVIDED
Southwestern College	Classes for adult learners

Adult Education facilities are open to SYSD families and provide additional benefits for making services available to the community such as the following:

- Adult Education centers have access to the Mobile Computer Lab, a van with 40 wireless laptop computers and other related hardware.
- Adult Basic Education classes have mini-libraries on site.
- Media Center videos and other recordings encompassing all subjects are available to Adult Education Sites.
- SWUSD Adult Education sites use *Riverdeep*, an educational Internet Based Program which offers tutorial and individualized instruction support in mathematics.
- Flyers are sent to all SY families to inform parents of class offerings and available in the community

EFFECTIVE RESEARCH-BASED METHODS, STRATEGIES AND CRITERIA

The overall vision is to augment the integration of technology into Language Arts and Mathematics and for students to increase their technology skills to close the achievement gap and be better prepared for the global society and reach the Adequate Yearly Progress requirements.

Research has shown that with computer-aided instruction, student academic achievement improves. Underwood and Brown have shown a correlation between computer-based instruction and student motivation for learning. The ease of error correction, a semi-private environment, active control, and ability to work at one's own pace all increase student motivation. (1997). Cotton adds that "computer-assisted instruction resulted in improved student attitudes in a variety of areas. These areas included improved attitudes towards themselves as learners, the use of computers in education, course subject matter, quality of instruction, and school in general" (1992).

Specific conditions affect the positive influence technology can have on student academic achievement. Several sources agree that a critical component is providing appropriate teacher training in ways to effectively integrate technology into the curriculum, focusing on meaningful educational goals and improving student learning. (Glennan and Melmed, 1996, Silverstein et al, 2000, Reksten, 2000, Coley, 1997, Panuel b, Golan, Means, B and Korbak, c. 2000).

Schrumm states, "In such an environment, acquiring content changes from a static process to one defining goals the learners wish to pursue. Students are active, rather than passive - - producing knowledge and presenting that knowledge in a variety of formats.....In such an environment educators can encourage a diversity of outcomes rather than insisting on one right answer...And, perhaps most importantly, teachers and students can move from pursuing individual efforts to being part of learning teams, which may include students from all over the world." (Schrum, 2000).

Combining technology and academics by integrating skills in the teaching of curriculum content is essential. Education materials researched at the Center for Applied Research in Educational Technology (CARET) noted that, "first and foremost, research reminds us that technology generally improves performance when the application directly supports the curriculum standards being addressed.

As technologies become more sophisticated, research indicates that problem-solving, conceptual development and critical thinking skills are improved when technology is employed as a learning tool (Culp Hawkins, & Honey, 1999; Sandholtz, Ringstaff & Dwyer, 1997; Means, 1994). Unfortunately, given the nature of the learning skills and lack of appropriate assessment activities, it is hard to determine the specific achievement gains. ("Critical Issue," 1999).

Teacher expertise is the most critical factor in increasing student performance. Nothing impacts student success on standards-based curriculum more than a competent, reflective teacher in the classroom who interacts effectively with students, facilitates their learning experiences, and uses curriculum and curriculum materials effectively (Cohen and Ball 1999). As Guhlin states, "For technology to impact student achievement, teachers must be empowered" (Guhlin 2002). They must also be completely at ease with the technologies the students are using, and they should be proactive about planning for effective technology integration.

Jerald and Orlafsky (1999) found that teachers "are more likely to use what they are learning about technology in their classrooms if they receive curriculum integration training rather than basic skills training in the use of technology." A later study (Bradshaw 2002) found that "When staff development efforts include a presentation of theory and information, demonstration, practice with feedback, and coaching and follow-up over time, the transfer to the classroom and the return on the investment in instructional improvement are significantly increased." All of these techniques are woven into the district's current staff development programs in technology.

To that end, SYSD technology plan is an aggressive, innovative plan for staff development and delivery of instruction to students which includes:

- Developing and/or adopting a district-wide grade level technology standards curriculum for K-8.

Students in SYSD have broad access to a variety of rigorous academic instructional strategies and courses. SYSD offers a wide variety of higher level academic courses. A significant number of visual and performing arts courses in the theater arts, dance, and music, and Gifted and Talented intersession programs.

The students in three of the eight district school produce news broadcasting program to all classrooms at the start of each day on a closed circuit television system. Technology curriculum has also been written for Inter-session and Saturday Intervention programs. Stakeholders have provided numerous sources, such as the Internet Lending Library's from the National School Company INC. District teachers have also developed rich materials for student use, such as interactive SmartBoard teacher created lessons, and site web pages created which provide web-links to effective free on-line standard-based grade level links for students to access from home.

To offer the rigorous integration of technology into core content subject areas, the district tech planning team in collaboration with the South-county consortium, will begin to revise the technology standards curriculum matrix. The matrix will include the integration of language, math and science and technology, using the State content standards as a guide, list websites and software programs that may be used. Additionally, teachers are learning about the enhancement video production will provide to projects. Expansion of these types of teacher resources is an important strategy to support the development of project-based learning activities and encourage collaboration on lesson planning among staff members.

The plan also includes teacher's access to existing student data system that will allow data-driven decisions not only by administrators, but also by teachers. Armed with student assessment data right at their desktops, teachers will be able to prescribe learning activities that are customized to student needs. Research also shows that these systems can generate positive cultural changes as well.

When systematically collected and analyzed, data provide an accurate way of identifying problem areas in school programs. Data reveal strengths and weaknesses in students' knowledge and skills, and they provide meaningful guidance on how teaching practices can and should be altered. When acknowledged and accepted by a faculty, data can lead to the formulation and implementation of corrective courses of action that can solve problems and meet a school's goals. Once improvement strategies are under way, educators can continue to analyze the data to monitor and refine their efforts (Wade 2002)."

Edupoint Synergy allows administrators to use current data to make decisions in a timely way. "Principals are key leaders in their schools in developing and nurturing a culture of high performance for students and teachers" (Lampert 1998).

SYSD encourages classroom teachers, administrators, and clerical staff to participate in distance learning classes to improve their wealth of knowledge to impact student performance with more rigorous academic learning. In addition, we will promote parents attendance and interest in lifelong learning skills which will foster student achievement. SYSD will continue to explore and expand distance learning opportunities for the community like ITV and district supported web-based software product

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: 2016-2017 CLASSIFIED (10 MONTH – 209 DAY) WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Classified (10 Month – 209 Day) Work Calendar for the 2016-2017 school year. This work calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:

Approve the 2016-2017 Classified (10 Month – 209 Day) Work Calendar.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

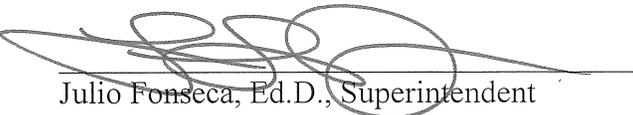
N/A
(Amount)

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

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

2016-2017

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

04/21/2016
TA between CSEA
and SYSD

209 Work Year

10 Months

1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs
1	3	4	6

Additional
Vacation Days
with Approval

Work Days	182
Holidays	17
Mandatory Vacation Days	13
Non-Work Days	52

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
July, 2016										
				1						
4	5	6	7	8						7/4 - Independence Day - Legal Holiday
11	12	13	14	15						
18	19	20	21	22						
25	26	27	28	29	2	3	1	0	17	
August, 2016										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			23	23	0	0	0	
September, 2016										
1	2									
5	6	7	8	9						9/5 - Labor Day - Legal Holiday
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	16	16	1	0	5	9/26 - 9/30 Student Fall Break
October, 2016										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
31					21	21	0	0	0	
November, 2016										
1	2	3	4							
7	8	9	10	11						11/11 - Veteran's Day - Legal Holiday
14	15	16	17	18						11/23 - Adm. Day - Legal Holiday
21	22	23	24	25						11/24 - Thanksgiving - Legal Holiday
28	29	30			16	16	4	2	0	11/25 - Thanksgiving - Local Holiday
December, 2016										
1	2									
5	6	7	8	9						12/19 - 1/9 Student Winter Break
12	13	14	15	16						12/22 - Christmas Eve - Legal Holiday
19	20	21	22	23						12/23 - Christmas Day - Legal Holiday
26	27	28	29	30	12	12	4	3	3	12/29 - CSEA Floating Holiday
										12/30 - New Year's Eve - Legal Holiday

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays
January, 2017										
2	3	4	5	6						
9	10	11	12	13						1/2 - New Year's Day - Legal Holiday
16	17	18	19	20						1/16 - M. L. King Jr. - Legal Holiday
23	24	25	26	27						
30	31				15	16	2	0	4	
February, 2017										
1	2	3								
6	7	8	9	10						
13	14	15	16	17						2/17 - A. Lincoln - Legal Holiday
20	21	22	23	24						2/20 - G. Washington - Legal Holiday
27	28				18	18	2	0	0	
March, 2017										
1	2	3								
6	7	8	9	10						
13	14	15	16	17						
20	21	22	23	24						
27	28	29	30	31	13	13	2	5	3	3/20 - 3/31 Student Spring Break 3/30 - Local Holiday 3/31 - Cesar Chavez - Local Holiday
April, 2017										
3	4	5	6	7						
10	11	12	13	14						
17	18	19	20	21						
24	25	26	27	28						
					20	20	0	0	0	
May, 2017										
1	2	3	4	5						
8	9	10	11	12						
15	16	17	18	19						
22	23	24	25	26						
29	30	31			22	22	1	0	0	5/29 - Memorial Day - Legal Holiday
June, 2017										
1	2									
5	6	7	8	9						
12	13	14	15	16						
19	20	21	22	23						
26	27	28	29	30	2	2	0	3	20	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: 2016-2017 CLASSIFIED (10 MONTH – 213 DAY) WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Classified (10 Month – 213 Day) Work Calendar for the 2016-2017 school year. This Classified (10 Month – 213 Day) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:

Approve the 2016-2017 Classified (10 Month – 213 Day) Work Calendar.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

N/A
(Amount)

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

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

2016-2017

SAN YSIDRO SCHOOL DISTRICT
Classified Employee Calendar

04/21/2016
TA between CSEA
and SYSD

213 Work Year

10 Months

Additional Vacation Days with Approval		6-10 yrs	11-15 yrs	16+ yrs
1-5 yrs	1	3	4	6

Work Days	186
Holidays	17
Mandatory Vacation Days	13
Non-Work Days	48

M	T	W	TH	F	Student Days	Work Days	Holidays	Vacation Days	Non-Wrk Days	Holidays	Work Days	Student Days	Non-Wrk Days	Holidays
July, 2016														
				1										
4	5	6	7	8										
11	12	13	14	15										
18	19	20	21	22										
25	26	27	28	29	2	5	1	0	15					
August, 2016														
1	2	3	4	5										
8	9	10	11	12										
15	16	17	18	19										
22	23	24	25	26										
29	30	31			23	23	0	0	0					
September, 2016														
5	6	7	8	9										
12	13	14	15	16										
19	20	21	22	23										
26	27	28	29	30	16	16	1	0	5					
October, 2016														
3	4	5	6	7										
10	11	12	13	14										
17	18	19	20	21										
24	25	26	27	28										
31					21	21	0	0	0					
November, 2016														
1	2	3	4											
7	8	9	10	11										
14	15	16	17	18										
21	22	23	24	25										
28	29	30			16	16	4	2	0					
December, 2016														
5	6	7	8	9										
12	13	14	15	16										
19	20	21	22	23										
26	27	28	29	30	12	12	4	3	3					
January, 2017														
2	3	4	5	6										
9	10	11	12	13										
16	17	18	19	20										
23	24	25	26	27										
30	31				15	16	2	0	4					
February, 2017														
1	2	3												
6	7	8	9	10										
13	14	15	16	17										
20	21	22	23	24										
27	28				18	18	2	0	0					
March, 2017														
1	2	3												
6	7	8	9	10										
13	14	15	16	17										
20	21	22	23	24										
27	28	29	30	31	13	13	2	5	3					
April, 2017														
3	4	5	6	7										
10	11	12	13	14										
17	18	19	20	21										
24	25	26	27	28										
					20	20	0	0	0					
May, 2017														
1	2	3	4	5										
8	9	10	11	12										
15	16	17	18	19										
22	23	24	25	26										
29	30	31			22	22	1	0	0					
June, 2017														
1	2													
5	6	7	8	9										
12	13	14	15	16										
19	20	21	22	23										
26	27	28	29	30	2	4	0	3	18					

1/2 - New Year's Day - Legal Holiday

1/16 - M. L. King Jr. - Legal Holiday

2/17 - A. Lincoln - Legal Holiday

2/20 - G. Washington - Legal Holiday

3/20 - 3/31 Student Spring Break

3/30 - Local Holiday

3/31 - Cesar Chavez - Local Holiday

5/29 - Memorial Day - Legal Holiday

7/4 - Independence Day - Legal Holiday

9/5 - Labor Day - Legal Holiday

9/26 - 9/30 Student Fall Break

11/11 - Veteran's Day - Legal Holiday

11/23 - Adm. Day - Legal Holiday

11/24 - Thanksgiving - Legal Holiday

11/25 - Thanksgiving - Local Holiday

12/19 - 1/9 Student Winter Break

12/22 - Christmas Eve - Legal Holiday

12/23 - Christmas Day - Legal Holiday

12/29 - CSEA Floating Holiday

12/30 - New Year's Eve - Legal Holiday

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: 2016-2017 CLASSIFIED (11 MONTH) WORK CALENDAR

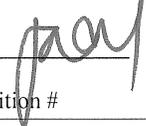
BACKGROUND INFORMATION:

In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Classified (11 Month) Work Calendar for the 2016-2017 school year. This Classified (11 Month) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:

Approve the 2016-2017 Classified (11 Month) Work Calendar.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

N/A
(Amount)

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

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(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: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: 2016-2017 CLASSIFIED (12 MONTH) WORK CALENDAR

BACKGROUND INFORMATION:

In order to establish the school year and to make necessary instructional plans, District staff members recommend the adoption of the attached Classified (12 Month) Work Calendar for the 2016-2017 school year. This Classified (12 Month) Work Calendar is the result of negotiations between the District and the California School Employees Association (CSEA).

RECOMMENDATION:

Approve the 2016-2017 Classified (12 Month) Work Calendar.

Renewal New Amendment Ratify Other

Business Services Reviewed: Jan

Financial Implications?

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

Requisition #

Yes No

Yes No

N/A

N/A
(Amount)

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

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

2016-2017

SAN YSIDRO SCHOOL DISTRICT Classified Employee Calendar

04/21/2016
TA between CSEA
and SYSD

260 Work Year

12 Months

Additional Vacation Days with Approval	1-5 yrs	6-10 yrs	11-15 yrs	16+ yrs	Work Days	Holidays	Non-Work Days
	12	15	16	18	243	17	1

M	T	W	TH	F	Student Days	Work Days	Holidays	Non-Wrk Days	Holidays
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July, 2016									
				1					
4	5	6	7	8					1/2 - New Year's Day - Legal Holiday
11	12	13	14	15					1/16 - M. L. King Jr. - Legal Holiday
18	19	20	21	22					
25	26	27	28	29	2	19	1	1	

August, 2016									
1	2	3	4	5					
8	9	10	11	12					
15	16	17	18	19					2/17 - A. Lincoln - Legal Holiday
22	23	24	25	26					2/20 - G. Washington - Legal Holiday
29	30	31			23	23	0	0	

September, 2016									
	1	2							
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	16	21	1	0	9/26 - 9/30 Student Fall Break

October, 2016									
3	4	5	6	7					
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					
31					21	21	0	0	

November, 2016									
	1	2	3	4					
7	8	9	10	11					
14	15	16	17	18					
21	22	23	24	25					
28	29	30			16	18	4	0	11/11 - Veteran's Day - Legal Holiday 11/23 - Adm. Day - Legal Holiday 11/24 - Thanksgiving - Legal Holiday 11/25 - Thanksgiving - Local Holiday

December, 2016									
	1	2							
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	12	18	4	0	12/19 - 1/9 Student Winter Break 12/22 - Christmas Eve - Legal Holiday 12/23 - Christmas Day - Legal Holiday 12/29 - CSEA Floating Holiday 12/30 - New Year's Eve - Legal Holiday

January, 2017

2	3	4	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31				15	20	2	0	

February, 2017

	1	2	3						
6	7	8	9	10					
13	14	15	16	17					
20	21	22	23	24					
27	28				18	18	2	0	

March, 2017

	1	2	3						
6	7	8	9	10					
13	14	15	16	17					
20	21	22	23	24					
27	28	29	30	31	13	21	2	0	3/20 - 3/31 Student Spring Break 3/30 - Local Holiday 3/31 - Cesar Chavez - Local Holiday

April, 2017

	3	4	5	6	7				
10	11	12	13	14					
17	18	19	20	21					
24	25	26	27	28					
					20	20	0	0	

May, 2017

	1	2	3	4	5				
8	9	10	11	12					
15	16	17	18	19					
22	23	24	25	26					
29	30	31			22	22	1	0	5/29 - Memorial Day - Legal Holiday

June, 2017

	1	2							
5	6	7	8	9					
12	13	14	15	16					
19	20	21	22	23					
26	27	28	29	30	2	22	0	0	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION #15/16-3127 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. This resolution allows the District to designate and authorize the Deputy Superintendent to receive mail from accounting/payroll section and authorizes other accounting staff to pick up warrants from the San Diego County Office of Education.

RECOMMENDATION:

Approve Resolution #15/16-3127.

Renewal New Amendment Ratify Other

Business Services Reviewed: jmf

Financial Implications?

Are funds for this item included in the 2015-16 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

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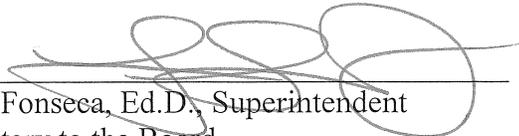
(Amount)

(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

**RESOLUTION 15/16-3127
DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS
AT THE COUNTY OFFICE OF EDUCATION**

San Ysidro School District, San Diego County ON MOTION OF member _____,
seconded by member _____ Effective: July 1, 2016.

IT IS RESOLVED AND ORDERED that:

1. The authorized agent (**one person only**) to receive mail from the Accounting/Payroll Sections is
Jose Arturo Sanchez Macias, Deputy Superintendent
2. The authorized person(s) or district(s) to pick up warrants from the County Office (other than the mail addressee) are:
Laura Caballero
Laura Gastelum
Blanca Vega
mail **hold** consortium
3. Check one Monthly payroll warrants each and every month.
Check one Daily/Hourly payroll warrants each and every month.

IT IS FURTHER RESOLVED that, this motion shall stand and that all additions and deletions shall be submitted in writing to the San Diego County Office of Education.

PASSED AND ADOPTED by said Governing Board on May 12, 2016 by the following vote:
(Date)

AYES: _____ MEMBERS NOES: _____ MEMBERS ABSENT: _____ MEMBERS

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS

I, Marcos A. Diaz, President of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date.

President of the Governing Board

Manual signature(s) of authorized person(s):

Jose Arturo Sanchez Macias_____

Laura Caballero_____

Laura Gastelum_____

Blanca Vega_____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION #15/16-3129 DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

BACKGROUND INFORMATION:

Pursuant to sections of the Education Code 425632 and 85232, it is necessary that the Governing Board to approve a resolution prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district.

This resolution allows the Governing Board to designate and authorize the Superintendent and the Deputy Superintendent to sign any and all orders in the name of the District, drawn on the funds of the District.

RECOMMENDATION:

Approve Resolution #15/16-3129.

Renewal New Amendment Ratify Other

Business Services Reviewed: jusa

Financial Implications?

Are funds for this item included in the 2015-16 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

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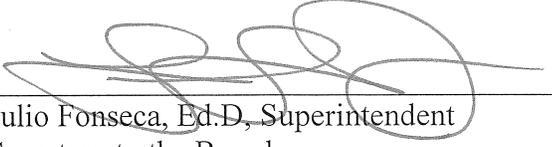
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION 15/16-3130 AUTHORIZING AGENT TO SIGN PAYMENT ORDERS

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the District. This resolution allows the Governing Board to designate and authorize District representatives/agents to sign payment orders in order to conduct District business.

RECOMMENDATION:

Approve Resolution #15/16-3130.

Renewal New Amendment Ratify Other

Business Services Reviewed: *no*

Financial Implications?

Yes No

Are funds for this item included in the 2015-16 Budget?

Yes No

Requisition # from PeopleSoft:

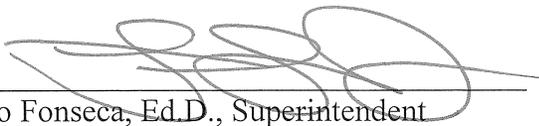
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION #15/16-3131 AUTHORIZING REPLACEMENT OF WARRANTS

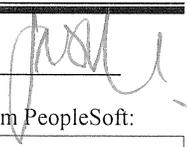
BACKGROUND INFORMATION:

On occasions, payroll and commercial warrants issued by the District become lost, stolen, mutilated, or expire after 6 months. Payee's can petition to have the warrant reissued which generally requires Board action. This resolution allows the Governing Board to assign District representatives to authorize replacement of these warrants following the County Office of Education's protocols and procedures.

RECOMMENDATION:

Approve Resolution #15/16-3131.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-16 Budget?

Requisition # from PeopleSoft:

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 # 15/16-3131

AUTHORIZING THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____ the following Resolution is adopted effective July 1, 2016:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Julio Fonseca, Ed.D., Superintendent

J. Arturo Sanchez Macias, Deputy Superintendent

PASSED AND ADOPTED by said Governing Board on May 12, 2016:

AYES: _____

NOES: _____

ABSENT: _____

I, Marcos A. Diaz, President of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

President of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: COMMUNITIES ADDRESSING CHILDHOOD TRAUMA (ACT) GRANT

BACKGROUND INFORMATION:

The San Ysidro School District will partner with South Bay Community Services, San Ysidro Health Center, Episcopal Community Services and San Diego State University Research Foundation to provide trauma-informed interventions focused on educational, social and emotional supports. This will equip minority children and their families to remediate unhealthy behaviors with coping strategies, confidence building, approaches to communication, resilience, self-esteem building, problem-solving skills, educational attainment and leadership skills that can transform their lives.

RECOMMENDATION:

Approve the San Ysidro School District's participation in the Communities Addressing Childhood Trauma (ACT) Grant Project in partnership with South Bay Community Services, San Ysidro Health Center, Episcopal Community Services and San Diego State University Research Foundation.

Renewal New Amendment Ratify Other

Business Services Reviewed: JAM

Financial Implications?

Yes No

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

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: SAN YSIDRO HIGH SCHOOL 8TH GRADE VISIT – WILLOW,
OCEAN VIEW HILLS AND SAN YSIDRO MIDDLE SCHOOLS

BACKGROUND INFORMATION:

The Assistant Superintendent of Educational Services is requesting approval for all 8th grade students from Ocean View Hills, Willow and San Ysidro Middle Schools to participate in a site visit to the San Ysidro High School on May 12, 2016.

Eighth grade students will be doing English and Math samples, meet with upcoming counselors to finalize schedules as well as see various student performances and meet with various clubs, sports and campus organizations. Transportation will be provided by Sweetwater Union High School District.

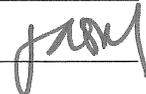
Number of participants by school:

School	Participants
Ocean View Hills	108 students, 4 teachers and 1 counselor
Willow	101 students, 4 teachers and 1 counselor
San Ysidro Middle	290 students, 14 teachers

RECOMMENDATION:

Approve/Ratify the site visit and participation of 8th grade students, teachers and counselors from Ocean View Hills, Willow and San Ysidro Middle Schools to the San Ysidro High School on May 12, 2016 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Ocean View Hills School
Cornelio Egasani, Principal

AGENDA ITEM: THE ENVIRO TOUR PROGRAM (SDCOE) – OCEAN VIEW HILLS

BACKGROUND INFORMATION:

The Principal at Ocean View Hills School is requesting approval for approximately 125 5th grade students and 5 teachers to participate in the Enviro Tour Program on May 18, 2016.

The San Diego County Office of Education offers free instructional programs that are aligned with the California State Science Standards such as the Enviro Tour. Sponsors for these programs include: the City of San Diego Environmental Services Department, the Port of San Diego and/or the County of San Diego.

Classroom activities are aligned to the Common Core State Standards and the Next Generation Science Standards structured to support educational activities in the classroom before, during, and after their completion of the Enviro Tour Program. Students participating in the EnviroTour Program will have an overview of what happens to recycled items and what is being done to reduce waste in our landfills. This tour includes the Miramar Landfill, Miramar Greenery and Nursery, Hazmat Center, Allan Co. Buy Back Center and Recycling Processing Facility. Transportation services will be provided by the Enviro Tour Program.

RECOMMENDATION:

Approve the field trip and participation of 5th grade students and teachers from Ocean View Hills School to the Enviro Tour Program on May 18, 2016 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: Jan

Financial Implications?

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

Requisition #

Yes No

Yes No

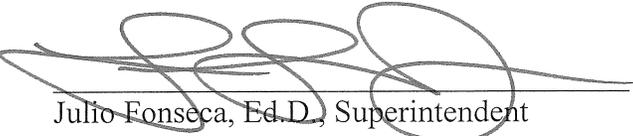
(Amount)

(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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Smythe Elementary
Manuela Colom, Principal

AGENDA ITEM: FIELD TRIPS TO SAN DIEGO ZOO - SMYTHE

BACKGROUND INFORMATION:

The Principal at Smythe School is requesting approval for a field trip and transportation services for approximately 156 3rd grade students, 22 chaperones, and 6 teachers to the San Diego Zoo on 3 different dates: June 1, 2 and 3, 2016. The entrance to the San Diego Zoo will be at no cost to students, staff and District.

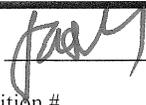
Standards to be covered: Science Standard 3 - Adaptations in physical structure or behavior may improve an organism's chance for survival. In class students learned about the different habitats found on earth. They studied how plants and animals have adapted to survive in their environments, researched and wrote about an animal, and created a visual to help them present their findings to their classmates.

Students participating in this field trip will have the opportunity to observe a living representation of the animals they researched; study different animals to identify physical and behavioral adaptations and see examples of how zoo keepers have created different enclosures that mimic the animals' natural habitat.

RECOMMENDATION:

Approve the field trips and participation of 3rd grade students, teachers and chaperones from Smythe School to the San Diego Zoo on 3 different dates: June 1, 2 and 3, 2016 at an approximate cost of \$780 for transportation services from supplemental and concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$780.00

(Amount)

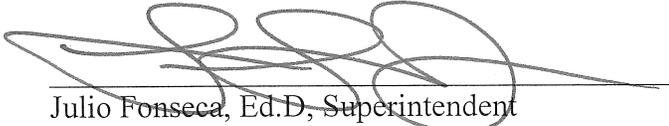
Supplemental and Concentration Funds

(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

12A.4
Page 1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
San Ysidro Middle School
Luis Ramos, Assistant Principal

AGENDA ITEM: ASB CAMP FOR INCOMING 2016-17 STUDENTS –
SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

The Assistant Principal at San Ysidro Middle School (SYMS) is requesting approval for approximately 25-40 students and the ASB Advisor to attend the ASB Camp at Rancho Del Rey Middle School on June 8, 2016.

The purpose of the ASB Leadership Camp is to expose students to leadership activities, workshops and events that incorporate the running of a successful ASB. Sweetwater Union High School District has allowed our students to join their 1-day camp at Rancho Del Rey Middle School. This is a great opportunity for our students to interact with other middle school student leaders.

Students participating in this Camp will attend workshops, listen to a motivational speaker, and learn different school activities that can be implemented at SYMS throughout the school year.

RECOMMENDATION:

Approve the attendance and participation of students and ASB Advisor from the San Ysidro Middle School to the ASB Camp at Rancho Del Rey Middle School on June 8, 2016 at an estimated cost of \$324 for transportation services from ASB funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: Janet

Financial Implications?

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

Requisition #

Yes No

Yes No

\$324.00
(Amount)

ASB 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: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Sunset Elementary
Efrain Burciaga, Principal

AGENDA ITEM: FIELD TRIP TO JOHN'S INCREDIBLE PIZZA - SUNSET

BACKGROUND INFORMATION:

The Principal at Sunset School is requesting approval and transportation services for 27 fourth grade students and 1 teacher to John's Incredible Pizza on May 23, 2016.

Fourth grade teachers will review with students, lessons using the food pyramid and the optimal amount of servings to be eaten each day from each of the basic food groups (e.g. milk, cheese, cereals, breads, etc.). Teachers will use fourth grade standards : ▪ human body ▪ healthy living, and ▪ -NF1-C1/TF, NF2-C1/TF , NF3-C1TG math standards. Students will learn about portion control and how to eat and play in a healthy way. The field trip to John's Incredible Pizza will reinforce these lessons and will give students a hands-on experience on how to make their own pizzas, slicing them into fractions and equivalent fractions applying 4th grade math standards.

RECOMMENDATION:

Approve the field trip and participation of 4th grade students and a teacher from Sunset School to John's Incredible Pizza on May 23, 2016 at an estimated cost of \$260.00 for transportation services from supplemental and concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: from

Financial Implications?

Are funds for this item available in the 2015-2016 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
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: SOUTH COUNTY SCHOOL DISTRICTS APPRECIATION LUNCHEON

BACKGROUND INFORMATION:

United Healthworks will be hosting their Annual Appreciation Luncheon on Wednesday, May 11, 2016 at il Fornaio in Coronado. Participants will have the opportunity to network with other school districts.

RECOMMENDATION:

Approve/Ratify the participation of Eugenia Martinez, Pat Caro, Linda Gonzales and Yadira Diaz to attend the United Healthworks Annual Appreciation Luncheon on Wednesday, May 11, 2016 in Coronado at no cost to the District.

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

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: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Nadia Aviles, Interim Director

AGENDA ITEM: LET'S STUDY SPECIAL EDUCATION CODE

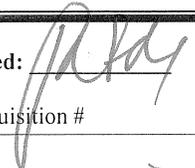
BACKGROUND INFORMATION:

The purpose of this training is to review California Special Education Code and determine the Code vs. Urban Legend. Access to these resources will help keep staff up-to-date with current law changes that govern Special Education services provided by the District.

RECOMMENDATION:

Approve/Ratify the attendance of Nadia Aviles and Juan G. Murillo to the "Let's Study Special Education Code" training to be held at the San Diego Office of Education, on May 12, 2016 at a cost not to exceed \$20.00 from Special Ed. funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

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

Yes No

Requisition #

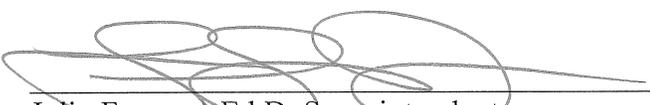
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: CALPERS DISABILITY RETIREMENT SEMINAR

BACKGROUND INFORMATION:

CalPERS Benefit Services Division is providing an employer education workshop on the disability and industrial disability retirement and reinstatement process. Topics will include: ■ disability and industrial disability retirement, ■ requirements and responsibilities, ■ employer originated applications, ■ disability application process/criteria to qualify, ■ local safety resolutions (public agencies), ■ appeal process, administrative procedures act, ■ reinstatement and ■ working after retirement.

RECOMMENDATION:

Approve the participation of Eugenia Martinez and Daniel Chavez to attend the CalPERS Disability Retirement Seminar to be held in San Diego on May 25, 2016 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: ma

Financial Implications?

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

Requisition #

Yes No

Yes No

None (Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: CALIFORNIA STATE NOTARY PUBLIC COURSE

BACKGROUND INFORMATION:

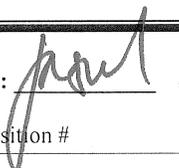
During the course of District business, it is sometimes necessary to notarize documents in an expeditious manner. Administration requests that a Certified California State Notary Public be on site. Southwestern Community College offers these courses and the exam for certification. The course will be held on Saturday, May 21, 2016.

Cost implications are estimated at: Registration fee \$75, Materials fee \$45 and Exam fee \$40. Other fees may apply.

RECOMMENDATION:

Approve the attendance of Patricia Caro, Executive Secretary II, to the California State Notary Public course to be held at the Southwestern Community College on Saturday, May 21, 2016 at an estimated cost of \$160.00.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Estimate
\$160.00
(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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Nadia Aviles, Interim Director

AGENDA ITEM: PATTERN OF STRENGTHS AND WEAKNESSES (PSW) TOWN HALL

BACKGROUND INFORMATION:

Educators and legal experts support to move away from the discrepancy model of identifying Specific Learning Disability (SLD) and support a model that includes a comprehensive evaluation that describes a student's pattern of strengths and weaknesses relevant to identifying the presence of SLD. The Pattern of Strengths and Weaknesses (PSW) Town Hall will discuss why school districts/SELPA's across California and the nation are making this shift.

Cost implication will be \$420.00 (\$60.00 registration fee x 7 = \$420.00)

RECOMMENDATION:

Approve the attendance of Special Education staff: Nadia Aviles, Juan G. Murillo, Rick Quintana, Denise Villezcas, Rebeca Ackerman, Miguel Aguilera and Martha Murillo to the PSW Town Hall (A contemporary assessment model for Specific Learning Disabilities-SLD) training at the San Diego Office of Education, on May 23, 2016 at a cost not to exceed \$420.00 from Special Education funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: JAAM

Financial Implications?

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

Requisition #

Yes No

Yes No

\$420.00

(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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources/Pupil Services,
Amy Hunt, Executive Director of Human Resources

AGENDA ITEM: LAWS RELATING TO THE EDUCATIONAL NEEDS OF STUDENTS IN FOSTER CARE OR EXPERIENCING HOMELESSNESS WORKSHOP – DATE CHANGED

BACKGROUND INFORMATION:

This workshop was previously Board approved on March 24, 2016. This event was originally scheduled for April 13, but has been rescheduled to May 9, 2016.

In order to stay in compliance with State and Federal laws as it relates to Pupil Services, the Coordinator of Child Welfare, Attendance, and Family Services and other staff members must attend various workshops and/or conferences throughout the year. Staff requests the approval to participate in Laws Relating to the Educational Needs of Students in Foster Care or Experiencing Homelessness workshop to be held on May 9, 2016, at the San Diego County Office of Education.

RECOMMENDATION:

Approve/Ratify the participation and attendance of Nora Glasco, Veronica Medina, Veronica Aguayo, Nirvana Bustos, Rafael Estrada, Adriana Garcia, Maida Gonzales, Marisela Gonzalez, Maria Kaai, and Monica Olivan to the Laws Relating to the Educational Needs of Students in Foster Care workshop to be held at the San Diego County Office of Education on May 9, 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 2015-2016 Budget?

Requisition #

Yes No

Yes No

No Cost
(Amount)

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

--
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: FRINGE BENEFITS CONSORTIUM (FBC) WORKSHOPS

BACKGROUND INFORMATION:

The San Diego County Office of Education (SDCOE) will be hosting a Fringe Benefits Consortium (FBC) to update staff on important topics that affect employee benefits such as: Medicare, Work Time ACA Tracking and Employer Reporting Solution, Behavioral Health/Substance Abuse Treatment 101 and Legislative and Compliance information. In addition, FBC will have a session on transitioning to a new service provider for deferred compensation programs.

Administration recommends that staff attend this informative workshop to keep abreast of the changing health policies and transitioning procedures. The workshops will be held at SDCOE on May 10, 2016.

RECOMMENDATION:

Approve/Ratify the participation of Daniel Chavez to the Fringe Benefits Consortium workshops to be held at the San Diego County Office of Education on May 10, 2016 at no cost to the District.

Renewal New Amendment Ratify Other

Business Services Reviewed: JAF

Financial Implications?

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

Requisition #

Yes No

Yes No

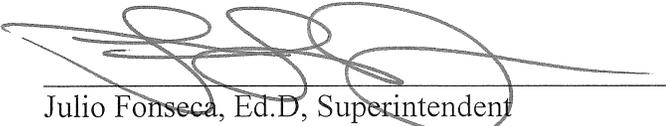
None
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 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 April 1, 2016 through May 2, 2016 (Report #10):
▪ General Fund: 0000000002-0000000014, 0000000016-0000000018, 0000000020-0000000047, 0000000049-0000000052, 0000000055-0000000057
▪ Child Development Fund: 0000000048
Cafeteria Fund: 0000000015
▪ Building Fund: 0000000041

Renewal New Amendment Ratify Other

Business Services Reviewed: Julio

Financial Implications?

Yes No

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

Yes No

Requisition #

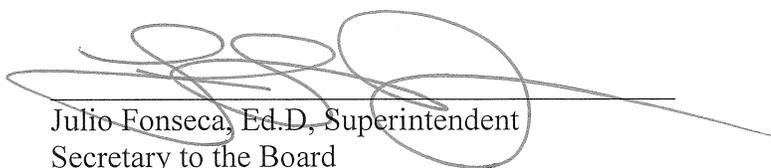
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PO Date	PO No.	Supplier	PO Ref	Fund	Resource	Total by Account
4/7/2016	0000000002	AMAZON.COM, INC.	WILLOW - QUAD NOTEBOOKS	0100	0000000	859.17
4/12/2016	0000000003	SCHOOL SPECIALTY	INVENTORY REPLENISHMENT	0100	0000000	3,079.30
4/12/2016	0000000003	SCHOOL SPECIALTY	INVENTORY REPLENISHMENT	0100	0000000	73.27
4/12/2016	0000000003	SCHOOL SPECIALTY	INVENTORY REPLENISHMENT	0100	0000000	57.54
4/12/2016	0000000003	SCHOOL SPECIALTY	INVENTORY REPLENISHMENT	0100	0000000	17.11
4/12/2016	0000000003	SCHOOL SPECIALTY	INVENTORY REPLENISHMENT	0100	0000000	531.88
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	30.24
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	67.91
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	191.55
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	201.50
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	57.02
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	57.02
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	55.84
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	59.62
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	1,388.02
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	82.94
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	15.36
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	253.76
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	660.96
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	705.09
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	280.63
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	488.16
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	8.16
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	630.83
4/12/2016	0000000004	OFFICE DEPOT	INVENTORY REPLENISHMENT	0100	0000000	77.16
4/12/2016	0000000005	UNISOURCE WORLDWIDE INC.	INVENTORY REPLENISHMENT	0100	0000000	503.82
4/12/2016	0000000005	UNISOURCE WORLDWIDE INC.	INVENTORY REPLENISHMENT	0100	0000000	503.82
4/12/2016	0000000005	UNISOURCE WORLDWIDE INC.	INVENTORY REPLENISHMENT	0100	0000000	1,813.75
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	1,787.40
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	93.31
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	39.92
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	474.34
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	326.59
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	1,231.20
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	235.70
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	427.68
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	0000000	427.68

PO Date	PO No.	Supplier	PO Ref	Fund	Resource	Total by Account
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	423.40
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	423.40
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	631.80
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	326.59
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	15.88
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	60.65
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	668.09
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	634.52
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	172.26
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	270.86
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	282.66
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	287.71
4/12/2016	0000000006	SOUTHWEST SCHOOL & OFFICE	INVENTORY REPLENISHMENT	0100	00000000	178.31
4/12/2016	0000000007	DOMTAR PAPER CO. LLC	INVENTORY REPLENISHMENT	0100	00000000	7,128.00
4/12/2016	0000000008	STANDARD STATIONERY SUPPLY CO	INVENTORY REPLENISHMENT	0100	00000000	14.77
4/12/2016	0000000009	AMAZON.COM, INC.	INVENTORY REPLENISHMENT	0100	00000000	790.33
4/15/2016	0000000010	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	09820000	3,135.00
4/15/2016	0000000011	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	0100	81500000	500.00
4/15/2016	0000000012	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	81500000	389.00
4/15/2016	0000000013	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	0100	81500000	450.00
4/18/2016	0000000014	PRO POWER	CONTRACTED SERVICES	0100	81500000	179.61
4/18/2016	0000000014	PRO POWER	CONTRACTED SERVICES	0100	81500000	43.85
4/18/2016	0000000014	PRO POWER	CONTRACTED SERVICES	0100	81500000	67.91
4/18/2016	0000000016	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	81500000	519.50
4/18/2016	0000000017	SIMPLEXGRINNELL LP	CONTRACTED SERVICES	0100	81500000	2,063.50
4/18/2016	0000000018	EWING IRRIGATION	CONTRACTED SERVICES	0100	81500000	3,689.97
4/18/2016	0000000020	KONE INC	CONTRACTED SERVICES	0100	81500000	210.75
4/18/2016	0000000021	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	81500000	6,476.76
4/18/2016	0000000021	KOMPAN, INC.	MAINTENANCE SUPPLIES	0100	81500000	614.52
4/18/2016	0000000022	CSBA	CONTRACTED SERVICES	0100	00000000	8,000.00
4/18/2016	0000000023	WHITAKER BROTHERS BUSINESS	MAINTENANCE AGREEMENT	0100	00000000	379.00
4/18/2016	0000000024	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	09820000	8,996.00
4/18/2016	0000000025	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	81500000	204.60
4/18/2016	0000000025	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	81500000	419.04
4/18/2016	0000000025	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	81500000	839.70
4/18/2016	0000000026	DOUGS SCHOOL BUS SAFETY &	CONTRACTED SERVICES	0100	09820000	597.52
4/18/2016	0000000027	WILKINSON HADLEY KING &	CONTRACTED SERVICES	0100	00000000	1,800.00

PO Date	PO No.	Supplier	PO Ref	Fund	Resource	Total by Account
4/22/2016	0000000028	YVETTE SOTO	SETTLEMENT	0100	00000000	8,000.00
4/22/2016	0000000029	LAW OFFICES OF VICTORIA VASQUEZ	LEGAL FEES	0100	00000000	5,000.00
4/22/2016	0000000030	DOLINKA GROUP	CONTRACTED SERVICES	0100	96250000	1,312.50
4/22/2016	0000000030	DOLINKA GROUP	CONTRACTED SERVICES	0100	96250000	25.88
4/22/2016	0000000030	DOLINKA GROUP	CONTRACTED SERVICES	0100	96250000	1,312.50
4/25/2016	0000000031	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	81500000	385.72
4/25/2016	0000000032	COOPERATIVE ORGANIZATION FOR	DUES & MEMBERSHIPS	0100	00000000	1,950.00
4/26/2016	0000000033	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	81500000	926.64
4/26/2016	0000000034	NATIONWIDE TRUST COMPANY FSB	CONTRACTED SERVICES	0100	00000000	53,000.00
4/26/2016	0000000034	NATIONWIDE TRUST COMPANY FSB	CONTRACTED SERVICES	0100	00000000	53,000.00
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	60.46
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	18.09
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	30.22
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	25.91
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	39.95
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	26.89
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	17.55
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	7.83
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	123.09
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	123.09
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	8.37
4/26/2016	0000000035	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	03000016	8.37
4/26/2016	0000000036	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	00000000	4,343.32
4/26/2016	0000000037	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	81500000	1,845.00
4/26/2016	0000000038	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	81500000	251.00
4/26/2016	0000000039	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	09820000	3,500.28
4/26/2016	0000000040	AMERICAS RESTORATION & CONTENTS INC.	CONTRACTED SERVICES	0100	81500000	816.43
4/26/2016	0000000041	LEAL & TREJO APC	LEGAL FEES	0100	00000000	244.59
4/26/2016	0000000041	LEAL & TREJO APC	LEGAL FEES	0100	00000000	17,485.00
4/26/2016	0000000041	LEAL & TREJO APC	LEGAL FEES	0100	00000000	17,324.00
4/26/2016	0000000041	LEAL & TREJO APC	LEGAL FEES	0100	00000000	17,324.00
4/26/2016	0000000041	LEAL & TREJO APC	LEGAL FEES	0100	00000000	11,673.00
4/26/2016	0000000042	MPC ELECTRONICS INC	OFFICE SUPPLIES	0100	00000000	59.40
4/26/2016	0000000043	WAXIE SANITARY SUPPLY	CONTRACTED SERVICES	0100	81500000	390.52
4/26/2016	0000000044	SIMPLEXGRINNELL LP	CONTRACTED SERVICES	0100	81500000	1,818.75
4/26/2016	0000000045	CLUB Z! IN-HOME TUTORING	CONTRACTED SERVICES	0100	70910000	945.00
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	42030000	4,589.08

PO Date	PO No.	Supplier	PO Ref	Fund	Resource	Total by Account
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	5,048.00
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	5,048.00
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	4,818.54
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	4,359.63
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	4,359.63
4/26/2016	0000000046	ETA HAND2MIND	INSTRUCTIONAL SUPPLIES	0100	4203000	4,589.08
4/28/2016	0000000047	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	4035000	91.37
4/28/2016	0000000047	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	4035000	157.46
4/28/2016	0000000049	SDSU RESEARCH FOUNDATION/PLTW	REGISTRATION FEE	0100	0000000	1,500.00
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	(1,294.47)
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	90.50
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	4,143.74
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	4,532.22
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	1,295.68
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	-
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	1,511.62
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	-
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	727.54
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	86.35
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	215.89
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	215.89
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	125.23
4/28/2016	0000000050	SANTILLANA USA PUBLISHING CO.	INSTRUCTIONAL SUPPLIES	0100	4203000	-
4/28/2016	0000000051	BLACKIE'S TROPHIES & AWARDS	COLLECTIBLES AND AWARDS	0100	0000000	50.22
4/28/2016	0000000052	DANIEL B. T. HO	CONTRACTED SERVICES	0100	0000001	7,445.50
5/2/2016	0000000055	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	886.71
5/2/2016	0000000055	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	928.92
5/2/2016	0000000055	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	928.92
5/2/2016	0000000055	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	844.48
5/2/2016	0000000055	PEARSON EDUCATION	INSTRUCTIONAL SUPPLIES	0100	4203000	844.48
5/2/2016	0000000056	MIND STREAM EDUCATION, LLC	PROFESSIONAL DEVELOPMENT	0100	4035000	1,890.67
5/2/2016	0000000057	DIALCOM SYSTEMS GROUP, INC	CONTRACTED SERVICES	0100	8150000	142.50
Total for 0100						333,277.44

PO Date	PO No.	Supplier	PO Ref	Fund	Resource	Total by Account
4/28/2016	0000000048	COTHRINE TRAINING SERVICES	CONTRACTED SERVICES	1200	9024002	3,498.00
					Total for 12-00	3,498.00
4/18/2016	0000000015	P&R PAPER SUPPLY COMPANY, INC.	CAFETERIA PAPER GOODS	1300	5310000	409.86
					Total 13-00	409.86
4/26/2016	0000000041	LEAL & TREJO APC	LEGAL FEES	2110	9010000	4,981.00
					Total for 21-10	4,981.00
					Grand Total	342,166.30

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services & 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.

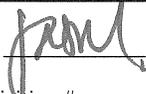
The following are expenditures incurred by the District during the period of April 07, 2016 through April 29, 2016. Listing sheets #813 through #823. Payments were made with checks #14-102374 through #14-111282 for a total expenditure of \$567,898.93 from the following sources:

General Fund - \$422,326.15
Cafeteria Fund - \$144,178.18
Child Development Fund- \$1,394.60

RECOMMENDATION:

Approve/Ratify expenditures incurred by the District during the period of April 07, 2016 through April 29, 2016. Listing sheets #813 through #823. Payments were made with checks #14-102374 through #14-111282 for a total expenditure of \$567,898.93.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

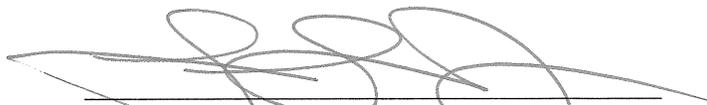
(Amount)

(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

Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Page No. 29
Run Date 4/7/2016
Run Time 8:12:37 AM

2016-04-07

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Cost	Funct	Object	Site	Op Unit	PY
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		2,826.08	0100	9065005	1110	1000	5800000	012		
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		4,600.02	0100	9065005	1110	1000	5800000	016		
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		2,963.68	0100	9065005	1110	1000	5800000	018		
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		3,229.48	0100	9065005	1110	1000	5800000	020		
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		2,809.49	0100	9065005	1110	1000	5800000	022		
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		2,394.18	0100	9065005	1110	1000	5800000	024		
004789 - BOYS & GIRLS CLUB	14102374	21,239.71	909	21,239.71		2,416.78	0100	9065005	1110	1000	5800000	025		

Business Unit Total: \$21,239.71

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-12

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Sfs	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14103844	1,493.36	Reimbursement	1,493.36		1,493.36	0100	00000000	1110	1000	52000003	022		

Business Unit Total: \$1,493.36

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-14

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Payment Amount	Fund	Quantity	Cost	Funct	Object	Site	Op Unit	PY
000000005 - ABIGAIL CUACUAMOSCLA	14105012	147.83	PAYROLL OVERAGE	147.83		147.83	0100	3010000	1110	1000	2100013	018		
000000008 - HEARTLAND HARVEST GROUP INC.	14105013	476.28	IN160030	476.28		476.28	1300	5310000	0000	3700	4700001	085		
000000009 - CATALINA OFFSHORE PRODUCTS, INC	14105014	3,287.50	426651	3,287.50		3,287.50	1300	5310000	0000	3700	4700001	085		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		20.76	1300	5310000	0000	3700	4700001	012		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		31.14	1300	5310000	0000	3700	4700001	016		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		31.14	1300	5310000	0000	3700	4700001	018		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		41.52	1300	5310000	0000	3700	4700001	020		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		20.76	1300	5310000	0000	3700	4700001	022		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		20.76	1300	5310000	0000	3700	4700001	024		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048828	186.84		20.76	1300	5310000	0000	3700	4700001	025		
000000010 - SELECTA INTERNATIONAL	14105015	202.41	048819	15.57		15.57	1300	5310000	0000	3700	4700001	085		
000043 - PRUDENTIAL OVERALL	14105016	24.82	30572191	24.82		24.82	0100	8150000	0000	8100	5600005	070		
000067 - SAN DIEGO GAS & ELECTRIC	14105017	32,536.78	SDGE01	32,536.78		32,275.96	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14105017	32,536.78	SDGE01	32,536.78		261.12	0100	0000000	0000	8200	5500002	069		
000073 - HEARTLAND TECHNOLOGY, INC.	14105018	922.24	SI-66693	922.24		922.24	1200	9024000	0001	1000	4400000	076		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoices Amount	PO Id	Distribution Amt	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000146 - LAKESHORE	14105019	244.77	14704103 16	244.77		244.77	0100	00000000	1110	1000	43000001	018		
000553 - SPRINT	14105020	2,746.28	37677731 0-173	2,746.28		2,746.28	0100	00000000	0000	8200	59000001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14105021	58,614.97	GROUP BILL	58,614.97		58,153.60	0100	00000000	0000	8200	55000001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14105021	58,614.97	GROUP BILL	58,614.97		461.37	0100	00000000	0000	8200	55000002	069		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		1,148.94	1300	53100000	0000	3700	47000001	012		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		2,167.46	1300	53100000	0000	3700	47000001	016		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		2,131.92	1300	53100000	0000	3700	47000001	018		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		3,105.64	1300	53100000	0000	3700	47000001	020		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		1,033.07	1300	53100000	0000	3700	47000001	022		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		1,090.56	1300	53100000	0000	3700	47000001	024		
000717 - HOLLANDIA DAIRY INC.	14105022	11,644.86	1713903	11,644.86		967.27	1300	53100000	0000	3700	47000001	025		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14105023	4,455.37	20065970 00	3,841.25		3,841.25	1300	53100000	0000	3700	43000026	085		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14105023	4,455.37	20066308 00	614.12		614.12	1300	53100000	0000	3700	43000026	085		
000809 - OFFICE DEPOT	14105024	127.78	83418206 8001	15.36		15.36	0100	00000000	0000	7200	43000011	052		
000809 - OFFICE DEPOT	14105024	127.78	83418336 4001&834 18290800 1	112.42		112.42	0100	00000000	1110	1000	43000001	018		
001007 - CDE.CASHIER'S OFFICE	14105025	1,352.00	16SF- 21201	1,352.00		1,352.00	1300	53100000	0000	3700	47000002	085		
001438 - REPUBLIC SERVICES	14105026	12,354.84	REPLI C 1	12,354.84		12,354.84	0100	00000000	0000	8200	55000005	069		
001610 - FIREHAWK	14105027	44.95	54698	44.95		44.95	0100	81500000	0000	8100	56000005	070		
002793 - CABE	14105028	102.00	020868	102.00		102.00	0100	00000000	0000	7200	58000003	062		
002016 - EDUCATIONAL DATA	14105029	90.00	03102016- 193	90.00		90.00	0100	00000000	1110	1000	43000003	057		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Object	Site	Op Unit	PY
SYSTEMS													
002096 - AMERICAN CENTER FOR LEARNING	14105030	200.00	20162107	200.00		200.00	0100	6500000	5770	5800010	054		
002132 - DOCTRINA TUTORING	14105031	600.00	DOCTRINA A	600.00		600.00	0100	3010000	1110	5800010	061		
002355 - IB TROPHIES & AWARDS	14105032	164.16	6917	69.12		69.12	0100	0000000	1110	4300001	025		
002355 - IB TROPHIES & AWARDS	14105032	164.16	6919	76.68		76.68	0100	0000000	1110	4300001	025		
002355 - IB TROPHIES & AWARDS	14105032	164.16	6918	18.36		18.36	0100	0000000	1110	4300001	025		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	69419938 88	849.42		73.78	1300	5310000	0000	5800010	016		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	69419938 88	849.42		175.57	1300	5310000	0000	5800010	018		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	69419938 88	849.42		170.25	1300	5310000	0000	5800010	020		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	69419938 88	849.42		85.38	1300	5310000	0000	5800010	022		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	69419938 88	849.42		181.65	1300	5310000	0000	5800010	024		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	69419938 88	849.42		162.79	1300	5310000	0000	5800010	025		
002419 - CINTAS CORPORATION NO. 3	14105033	937.43	3888	88.01		88.01	1300	5310000	0000	5800010	012		
002771 - SMART & FINAL	14105034	333.89	109003	333.89		333.89	1300	5310000	0000	4700002	085		
002909 - AT&T	14105035	1,232.96	CALNET13	1,232.96		1,232.96	0100	0000000	0000	5900003	069		
003198 - ROCIO ALVARADO	14105036	47.52	Mileage	47.52		47.52	0100	0000000	0000	5200002	071		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14105037	45.00	099-004479	45.00		45.00	0100	0000001	1110	5200003	061		
003678 - JUDY LEMM	14105038	575.00	216-018	575.00		575.00	0100	0000000	0000	5800010	071		
003091 - JUDICIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		50.00	1300	5310000	0000	5600005	012		

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Report ID: APX2030
PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	YO Id	Dis Relation	Fund	Resource	Goal	Fund	Object	Site	Op Unit	PY
004091 - PRUDENTIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		35.00	1300	5310000	0000	3700	5600005	016		
004091 - PRUDENTIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		35.00	1300	5310000	0000	3700	5600005	018		
004091 - PRUDENTIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		35.00	1300	5310000	0000	3700	5600005	020		
004091 - PRUDENTIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		25.00	1300	5310000	0000	3700	5600005	022		
004091 - PRUDENTIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		25.00	1300	5310000	0000	3700	5600005	024		
004091 - PRUDENTIAL OVERALL SUPPLY	14105039	230.00	30567928	230.00		25.00	1300	5310000	0000	3700	5600005	025		
004231 - PRO POWER	14105040	291.37	114955	291.37		291.37	0100	8150000	0000	8100	4300007	070		
004397 - US FOODS - LOS ANGELES	14105041	33.78	5817909	33.78		33.78	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		1,861.11	1300	5310000	0000	3700	4700001	012		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		2,089.97	1300	5310000	0000	3700	4700001	016		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		2,022.51	1300	5310000	0000	3700	4700001	018		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		2,204.53	1300	5310000	0000	3700	4700001	020		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		1,852.70	1300	5310000	0000	3700	4700001	022		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		1,864.34	1300	5310000	0000	3700	4700001	024		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16030802 2	13,435.51		1,540.35	1300	5310000	0000	3700	4700001	025		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16060806 5	390.50		343.75	1300	5310000	0000	3700	4700001	016		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14105042	13,826.01	16060806 5	390.50		46.75	1300	5310000	0000	3700	4700001	022		

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Report ID: APX2030
PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
DISTRIBUTORS														
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		322.28	1300	5310000	0000	3700	4700001	012		
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		544.68	1300	5310000	0000	3700	4700001	016		
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		561.86	1300	5310000	0000	3700	4700001	018		
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		829.72	1300	5310000	0000	3700	4700001	020		
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		298.70	1300	5310000	0000	3700	4700001	022		
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		316.31	1300	5310000	0000	3700	4700001	024		
004462 - GALASSO'S BAKERY	14105043	3,277.95	47216074 07	3,277.95		404.40	1300	5310000	0000	3700	4700001	025		
004743 - AMY HUNT	14105044	286.84	AMY HUNT	286.84		286.84	0100	0000000	0000	7200	5200003	062		
004761 - MIND STREAM EDUCATION, LLC	14105045	990.00	356	990.00		990.00	0100	4035000	1110	1000	5800010	014		
004775 - AFFORDABLE GREASE PUMPING	14105046	450.00	145763	450.00		450.00	1300	5310000	0000	3700	5800010	018		
004824 - EDTECH TEACHER, INC.	14105047	4,953.74	16-51	4,953.74		4,953.74	0100	0000001	1110	1000	5800010	061		
004850 - ABA EDUCATION FOUNDATION	14105048	162.50	405371	162.50		162.50	0100	6500000	5001	3900	5600005	052		
004858 - FLYERS ENERGY	14105049	563.22	16-235964	563.22		563.22	0100	0982000	0000	3600	4300022	074		
004906 - AHLEE BACKFLOW SERVICE, INC.	14105050	390.18	65614	390.18		390.18	0100	8150000	0000	8100	5600005	070		
004918 - BrainPOP LLC	14105051	2,840.00	US138779	2,840.00		2,840.00	0100	3010000	1110	1000	4300001	025		

Business Unit Total: \$161,807.23

Fund 01 - \$120,377.51
Fund 13 - \$40,507.48
Fund 12 - \$922.24

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PeopleSoft Accounts Payable
 AP TRIAL PAYMENT REGISTER

Report ID: APX2030

03300: San Ysidro 2016-04-15

Vendor	Warrant	Warrant Amount	Invoice to	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Obj	Funct	Obj	Site	Op Unit	PY
000000002 - JOSE ARTURO SANGCHEZ MACIAS	14105727	2,859.45	REIMBURSEMENT	2,859.45		2,859.45	0100	0300104	0000	7100	5200003	063		

Business Unit Total: \$2,859.45

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-21

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Obj	Funct	Object	Site	Op Unit	PY
000073 - SOUTHLAND TECHNOLOGY, INC.	14107719	9,401.09	Workorders	9,401.09		9,401.09	0100	0000000	0000	7700	5600005	067		
000279 - COURTNEY TIRE SERVICE	14107720	20.00	8366	20.00		20.00	0100	8150000	0000	8100	5600005	070		
000809 - OFFICE DEPOT	14107721	4,492.52	83115770 9001	4,492.52		4,492.52	0100	0000000	1110	1000	4300001	025		
000809 - OFFICE DEPOT	14107721	4,517.36	19157852 97	24.84		24.84	1300	5310000	0000	3700	4300011	085		
001082 - ASSOCIATED VALUATION SERVICES	14107722	1,683.25	5174	1,683.25		1,683.25	0100	0000000	0000	7200	5800010	071		
001510 - EWING IRRIGATION	14107723	3,416.64	1180969	3,416.64		3,416.64	0100	8150000	0000	8100	4300007	070		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		404.45	0100	0000000	0000	7200	5600005	071		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		430.19	0100	6500000	5750	1110	5600005	054		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		236.18	1300	5310000	0000	3700	5600005	085		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		387.17	0100	0000000	0000	7100	5600006	064		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		486.71	0100	0000000	0000	7200	5600006	061		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		432.94	0100	0000000	0000	7200	5600006	062		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		370.91	0100	0000000	0000	8100	5600006	069		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		2,162.58	0100	0000000	1110	1000	5600006	012		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		2,679.79	0100	0000000	1110	1000	5600006	016		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		2,416.44	0100	0000000	1110	1000	5600006	018		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		2,771.86	0100	0000000	1110	1000	5600006	020		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		1,306.02	0100	0000000	1110	1000	5600006	022		
001641 - XEROX CORPORATION	14107724	19,028.71	30032724 0	19,028.71		2,378.65	0100	0000000	1110	1000	5600006	024		

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001641 - XEROX CORPORATION	14107724	19,028.71	300327240	19,028.71		2,082.46	0100	00000000	1110	1000	56000006	025		
001641 - XEROX CORPORATION	14107724	19,028.71	300327240	19,028.71		472.36	1200	61050000	0001	1000	56000006	076		
002032 - ASELTINE SCHOOL	14107725	9,857.26	March 2016	9,857.26		9,857.26	0100	65000000	5750	1180	58000009	054		
002151 - RANCHO AUTO & TRUCK PARTS	14107726	43.80	7693-261732	43.80		43.80	0100	81500000	0000	8100	43000007	070		
002558 - ULTIMATE OFFICE	14107727	158.54	U-IV16982	158.54		158.54	0100	00000000	0000	7200	43000011	071		
002836 - WESTAIR GASES & EQUIPMENT INC	14107728	48.18	80076992	48.18		48.18	0100	81500000	0000	8100	43000007	070		
002847 - ROAD ONE TOWING	14107729	320.00	620066	320.00		320.00	0100	09820000	0000	3600	56000005	074		
002945 - PROFESSIONAL TUTORS OF AMERICA	14107730	1,377.00	PROFFES SIONAL	1,377.00		1,377.00	0100	30100000	1110	1000	58000010	061		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		195.00	1300	53100000	0000	3700	58000010	012		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		195.00	1300	53100000	0000	3700	58000010	016		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		195.00	1300	53100000	0000	3700	58000010	018		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		195.00	1300	53100000	0000	3700	58000010	020		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		195.00	1300	53100000	0000	3700	58000010	022		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		195.00	1300	53100000	0000	3700	58000010	024		
003524 - ACE COOLING & FREEZING	14107731	1,482.00	71044	1,482.00		312.00	1300	53100000	0000	3700	58000010	085		
003529 - WESTERN GRAPHIX	14107732	211.53	46864	211.53		211.53	0100	00000000	0000	7200	43000011	062		
003573 - R&L PERFORMANCE AUTOSERVICE	14107733	2,702.33	36928	2,702.33		2,702.33	1300	53100000	0000	3700	56000005	085		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice id	Invoice Amount	PO id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		5,506.93	1300	5310000	0000	3700	4700001	012		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		9,855.19	1300	5310000	0000	3700	4700001	016		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		7,461.12	1300	5310000	0000	3700	4700001	018		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		8,684.22	1300	5310000	0000	3700	4700001	020		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		4,820.18	1300	5310000	0000	3700	4700001	022		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		4,535.14	1300	5310000	0000	3700	4700001	024		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		4,969.47	1300	5310000	0000	3700	4700001	025		
004397 - US FOODS - LOS ANGELES	14107734	47,251.58	5817903	47,251.58		1,419.33	1300	5310000	0000	3700	4700001	085		
004538 - STUDENTNEST.COM	14107735	3,121.81	studentnes	3,121.81		3,121.81	0100	3010000	1110	1000	5800010	061		
004539 - #1 ACADEMIA DE SERVICIOS DE TUTORIA	14107736	26,090.90	#1 Academia	26,090.90		26,090.90	0100	3010000	1110	1000	5800010	061		
004612 - ACE Tutoring Services, Inc	14107737	60.00	ACE	60.00		60.00	0100	3010000	1110	1000	5800010	061		
004613 - CLUB ZIIN-HOME TUTORING	14107738	582.66	CLUB Z	582.66		582.66	0100	3010000	1110	1000	5800010	061		
004678 - AMAZON.COM, INC.	14107739	407.57	15536365 269	407.57		407.57	1300	5310000	0000	3700	4300026	085		
004779 - JULIO FONSECA	14107740	40.18	Reimburse ment	40.18		40.18	0100	0000000	0000	7100	5200003	064		
004830 - THE TITAN GROUP, PROFESSIONAL COMMUNICATIONS, INC.	14107741	4,022.50	16002E	4,022.50		4,022.50	0100	0000000	0000	7200	5800010	062		
004834 - VMA COMMUNICATIONS, INC.	14107742	10,265.00	SYUSD16 Feb	10,265.00		10,265.00	0100	0000000	0000	7200	5800010	064		
004852 - PROCARE THERAPY, INC	14107743	5,625.00	7748391	5,625.00		5,625.00	0100	6500000	5001	3900	5600005	052		
004858 - FLYERS ENERGY	14107744	615.89	16-229546	615.89		615.89	0100	0982000	0000	3600	4300022	074		
004915 - OXFORD TUTORING	14107745	7,179.47	Aprنده Tutoring	2,396.10		2,396.10	0100	3010000	1110	1000	5800010	061		
004915 - OXFORD TUTORING	14107745	7,179.47	OXFORD	4,783.37		4,783.37	0100	3010000	1110	1000	5800010	061		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	FO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	OP Unit	PY
004878 - 1 2 3 MATH	14107746	1,245.00	1 2 3 MATH	1,245.00		1,245.00	0100	3010000	1110	1000	5800010	061		
004883 - #1 ACHIEVE ACADEMIC EXCELLENCE	14107747	2,035.00	#1 ACHIEVE	2,035.00		2,035.00	0100	3010000	1110	1000	5800010	061		
004885 - #1 EDUCANDO CON TABLETAS	14107748	1,760.00	#1 EDUCAND O	1,760.00		1,760.00	0100	3010000	1110	1000	5800010	061		

Business Unit Total: \$164,570.25

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52104 Fund 13-00
172 36 Fund 12-00
39
111,993 Fund 0100

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-22

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Gen	Funct	Object	Site	Op Unit	PY
000000007 - CRYSTAL CLEAR GLASS & MIRROR	14108342	1,355.04	431-433-430	1,355.04	00000000 25	189.44	0100	8150000	0000	8100	56000005	070		
000000007 - CRYSTAL CLEAR GLASS & MIRROR	14108342	1,355.04	431-433-430	1,355.04	00000000 25	388.00	0100	8150000	0000	8100	56000005	070		
000000007 - CRYSTAL CLEAR GLASS & MIRROR	14108342	1,355.04	431-433-430	1,355.04	00000000 25	777.60	0100	8150000	0000	8100	56000005	070		
000124 - WILKINSON HADLEY KING & SIMPLEXGRINNELL LP	14108343	1,800.00	18579	1,800.00	00000000 27	1,800.00	0100	0000000	0000	7190	58000001	071		
001093 - KONE INC	14108344	2,063.50	82345786	2,063.50	00000000 17	2,063.50	0100	8150000	0000	8100	56000005	070		
001958 - LLOYD PEST CONTROL CO.	14108345	210.75	11571516 15	210.75	00000000 20	210.75	0100	8150000	0000	8100	56000005	070		
003888 - STANLEY CONVERGENT SECURITY	14108346	500.00	5137440	500.00	00000000 11	500.00	0100	8150000	0000	8100	56000005	070		
004537 - MEDICAL BILLING TECHNOLOGIES,	14108347	389.00	13314189	389.00	00000000 12	389.00	0100	8150000	0000	8100	56000005	070		
004864 - DOUGS SCHOOL BUS SAFETY &	14108348	48,100.00	MAA Billing process	48,100.00		48,100.00	0100	0490000	0000	3140	58000010	052		
	14108349	596.92	#2	596.92	00000000 26	596.92	0100	0982000	0000	3600	56000005	074		

Business Unit Total: \$55,015.21

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-25

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amt	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000017 - JUAN PEDRAJA	14109031	197.52	REIMBURSEMENT	197.52		197.52	0100	00000000	1110	1000	5200003	022		
000069 - CITY TREASURER	14109032	21,314.44	Water Bill	18,731.52		18,731.52	0100	00000000	0000	8200	5500004	069		
000069 - CITY TREASURER	14109032	21,314.44	WATER	2,582.92		2,582.92	0100	00000000	0000	8200	5500004	069		
000379 - HAWTHORNE MACHINERY	14109033	3,135.00	SS100101765	3,135.00	0000000010	3,135.00	0100	09820000	0000	3600	5600005	074		
001161 - HOME DEPOT	14109034	213.85	HOMEDP	213.85		213.85	0100	81500000	0000	8100	4300007	070		
004871 - SOUTH BAY COMMUNITY SERVICES	14109035	4,422.50	March 2016	4,422.50		4,422.50	0100	33270000	5770	1190	5800010	054		
01641A - XEROX CORPORATION	14109036	6,545.80	XEROX	6,545.80		6,545.80	0100	00000000	0000	7200	5600001	073		

Business Unit Total: \$35,829.11

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-26

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Divide ID	Divide	Divide Amt	Divide Unit	Account	Account Amt	Account Unit	Object	Site	Op Unit	Py
000140 - SAM & ROSE STEIN EDUCATION	14109520	4,735.62	SAM&RO SE MARCH 30601		4,735.62	0100	6500000	5750	1180	5800009	054		
000258 - PARADIGM HEALTHCARE SERVICES	14109521	558.73			558.73	0100	5640000	1110	1000	5600005	052		
000775 - REFRIGERATION SUPPLIES	14109522	47.35	61118200-00		47.35	0100	8150000	0000	8100	4300007	070		
000809 - OFFICE DEPOT	14109523	196.38	83418189 50018834 18194000 1		196.38	0100	0000000	0000	7200	4300011	052		
001502 - CALIFORNIA DEPT. OF JUSTICE	14109524	245.00	157220		245.00	0100	0000000	0000	7200	5800010	062		
004906 - AHLEE BACKFLOW SERVICE, INC.	14109525	578.25	64471		578.25	0100	8150000	0000	8100	5600005	070		

Business Unit Total: \$6,361.33

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-27

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice ID	Invoice Amount	PO ID	Distribution Amt	Fund	Resource	Goal	Func	Object	Site	Op Unit	PY
000000002 - JOSE ARTURO SANCHEZ MACIAS	14110032	790.00	CNS REG MAR16	790.00		790.00	1300	5310000	0000	3700	5200003	085		
000000012 - ANA BUSH	14110033	19.26	BUSH-MILES-42016	19.26		19.26	1300	5310000	0000	3700	5200002	085		
000136 - WAXIE SANITARY SUPPLY	14110034	339.94	75694171	339.94		339.94	0100	0000000	0000	8200	4300020	012		
000146 - LAKESHORE	14110035	330.87	1470430316	330.87		330.87	0100	0000000	1110	1000	4300001	016		
000258 - PARADIGM HEALTHCARE SERVICES	14110036	500.00	SMAA004073	500.00		500.00	0100	0490000	0000	3140	5800010	052		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		765.58	1300	5310000	0000	3700	4700001	012		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		1,861.99	1300	5310000	0000	3700	4700001	016		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		1,427.17	1300	5310000	0000	3700	4700001	018		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		1,965.51	1300	5310000	0000	3700	4700001	020		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		814.33	1300	5310000	0000	3700	4700001	022		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		782.48	1300	5310000	0000	3700	4700001	024		
000717 - HOLLANDIA DAIRY INC.	14110037	8,421.12	1738082	8,421.12		804.06	1300	5310000	0000	3700	4700001	025		
000775 - REFRIGERATION SUPPLIES	14110038	226.18	61117867-00	82.89		82.89	0100	8150000	0000	8100	4300007	070		
000775 - REFRIGERATION SUPPLIES	14110038	226.18	61118236-00	143.29		143.29	0100	8150000	0000	8100	4300007	070		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14110039	2,892.20	2006928800	2,892.20		2,892.20	1300	5310000	0000	3700	4300026	085		
000809 - OFFICE DEPOT	14110040	321.20	834182190001883418235600	141.51		141.51	0100	0000000	0000	7200	4300011	062		
000809 - OFFICE DEPOT	14110040	321.20	8344183036001	112.75		112.75	0100	0000000	0000	7550	4300050	073		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Gba	Funct	Object	Site	Op Unit	PY
000809 - OFFICE DEPOT	14110040	321.20	83418357 30018834 18360300 1	66.94		66.94	0100	00000000	1110	1000	4300001	025		
001487 - DISCOUNT SCHOOL SUPPLY	14110041	268.25	D2239526 0101	268.25		268.25	0100	33150000	5730	1110	4300001	076		
001532 - UNISOURCE WORLDWIDE INC.	14110042	646.87	745- 41866886	646.87		646.87	0100	00000000	0000	7550	4300050	073		
001666 - MIRACLE PLAYGROUND SALES INC	14110043	565.97	10017	565.97		565.97	0100	0300120	0001	1000	4300001	076		
001678 - ANITA GILLCHREST	14110044	78.41	MILEAGE	78.41		78.41	0100	65000000	5001	3140	5200002	052		
001958 - LLOYD PEST CONTROL CO.	14110045	850.00	402708 & 398387	850.00		850.00	0100	81500000	0000	8100	5600005	070		
002096 - AMERICAN CENTER FOR LEARNING	14110046	300.00	20162118	300.00		300.00	0100	65000000	5770	1190	5800010	054		
002198 - MOUNTAIN MATH/LANGUAGE	14110047	191.90	63143	191.90		191.90	0100	30100000	1110	1000	4200000	018		
002771 - SMART & FINAL	14110048	43.16	131199	43.16		43.16	1300	53100000	0000	3700	4700002	085		
003221 - HOUGHTON MIFFLIN COMPANY	14110049	683.82	96220606 9	683.82		683.82	0100	65000000	5770	1190	4300001	054		
003524 - ACE COOLING & FREEZING	14110050	624.80	71301	624.80		624.80	1300	53100000	0000	3700	5800010	024		
004056 - OPTIMUM FLOORCARE	14110051	122.85	408089	122.85		122.85	0100	81500000	0000	8100	4300007	070		
004091 - PRUDENTIAL OVERALL SUPPLY	14110052	410.00	30573596	410.00		50.00	1300	53100000	0000	3700	5600005	012		
004091 - PRUDENTIAL OVERALL SUPPLY	14110052	410.00	30573596	410.00		70.00	1300	53100000	0000	3700	5600005	016		
004091 - PRUDENTIAL OVERALL SUPPLY	14110052	410.00	30573596	410.00		70.00	1300	53100000	0000	3700	5600005	018		
004091 - PRUDENTIAL OVERALL SUPPLY	14110052	410.00	30573596	410.00		70.00	1300	53100000	0000	3700	5600005	020		
004091 - PRUDENTIAL OVERALL SUPPLY	14110052	410.00	30573596	410.00		50.00	1300	53100000	0000	3700	5600005	022		
004091 - PRUDENTIAL OVERALL SUPPLY	14110052	410.00	30573596	410.00		50.00	1300	53100000	0000	3700	5600005	024		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Cost	Funct	Object	Site	Op Unit	PY
004091 - PRUDENTIAL OVERALL SUPPLY LOS ANGELES	14110052	410.00	30573596	410.00		50.00	1300	5310000	0000	3700	5600005	025		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		2,277.05	1300	5310000	0000	3700	4700001	012		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		5,225.37	1300	5310000	0000	3700	4700001	016		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		4,533.80	1300	5310000	0000	3700	4700001	018		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		5,198.81	1300	5310000	0000	3700	4700001	020		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		2,257.90	1300	5310000	0000	3700	4700001	022		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		1,743.30	1300	5310000	0000	3700	4700001	024		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564488	22,972.49		1,736.26	1300	5310000	0000	3700	4700001	025		
004397 - US FOODS - LOS ANGELES	14110053	23,100.66	3564495	128.17		128.17	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		1,095.38	1300	5310000	0000	3700	4700001	012		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		2,715.02	1300	5310000	0000	3700	4700001	016		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		1,889.92	1300	5310000	0000	3700	4700001	018		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		1,945.00	1300	5310000	0000	3700	4700001	020		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		978.58	1300	5310000	0000	3700	4700001	022		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		1,643.68	1300	5310000	0000	3700	4700001	024		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16040802 7	11,629.47		1,361.89	1300	5310000	0000	3700	4700001	025		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14110054	11,745.17	16041202 1	115.70		115.70	1300	5310000	0000	3700	4700002	085		
004462 - GALASSO'S BAKERY	14110055	3,423.29	47216102 06	3,423.29		373.98	1300	5310000	0000	3700	4700001	012		

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PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

Vendor	Warrant Amount	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Dist Inboun Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
004462 - GALASSO'S BAKERY	14110055	3,423.29	4721610206	3,423.29		694.24	1300	5310000	0000	3700	4700001	016		
004462 - GALASSO'S BAKERY	14110055	3,423.29	4721610206	3,423.29		631.69	1300	5310000	0000	3700	4700001	018		
004462 - GALASSO'S BAKERY	14110055	3,423.29	4721610206	3,423.29		699.10	1300	5310000	0000	3700	4700001	020		
004462 - GALASSO'S BAKERY	14110055	3,423.29	4721610206	3,423.29		310.40	1300	5310000	0000	3700	4700001	022		
004462 - GALASSO'S BAKERY	14110055	3,423.29	4721610206	3,423.29		309.11	1300	5310000	0000	3700	4700001	024		
004462 - GALASSO'S BAKERY	14110055	3,423.29	4721610206	3,423.29		404.77	1300	5310000	0000	3700	4700001	025		
004571 - DOMTAR PAPER CO. LLC	14110056	7,128.00	1211331	7,128.00	0000000007	7,128.00	0100	0000000			9320000			
004661 - YVETTE SOTO	14110057	8,000.00	SETTLEM ENT	8,000.00	0000000028	8,000.00	0100	0000000	0000	7200	5800150	054		
004703 - LAW OFFICES OF VICTORIA VASQUEZ	14110058	5,000.00	LEGAL FEES	5,000.00	0000000029	5,000.00	0100	0000000	0000	7200	5800150	054		
004801 - EAST L.A. CLASSIC THEATRE	14110059	2,063.59	1050	2,063.59		2,063.59	0100	0000001	1110	1000	5800010	061		
004881 - 5 STAR TUTORS LLC (CA)	14110060	720.50	FEBRUAR Y	720.50		720.50	0100	3010000	1110	1000	5800010	061		
004905 - PATRICIA LOPEZ	14110061	76.14	MILEAGE	76.14		76.14	0100	6500000	5001	3900	5200002	054		
004912 - PAMELA LAMBERT	14110062	96.54	LAMB-REIM-42016	96.54		96.54	1300	5310000	0000	3700	4300028	085		

Business Unit Total: \$79,980.69

Fund 01 - \$28,414.49
Fund 13 - \$51,566.20

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Report ID: APX2030
PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

2016-04-28

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000000015 - Rita De la Cruz	14110583	170.73	Reimbursement	170.73		170.73	0100	4203000	4760	1000	5200003	061		
000000016 - MARTHA SANCHEZ	14110584	267.73	REIMBURSEMENT	267.73		267.73	0100	4203000	4760	1000	5200003	061		
000000018 - BRENDA A HUERTA	14110585	116.34	REIMBURSEMENT	116.34		116.34	0100	4203000	4760	1000	5200003	061		
000000019 - BERTHA FRANCO LOPEZ	14110586	231.45	REIMBURSEMENT	231.45		231.45	0100	4203000	4760	1000	5200003	061		
000000020 - ALEJANDRINA CAMACHO	14110587	173.41	REIMBURSEMENT	173.41		173.41	0100	4203000	4760	1000	5200003	061		
000000021 - CATALINA HERNANDEZ	14110588	206.41	REIMBURSEMENT	206.41		206.41	0100	4203000	4760	1000	5200003	061		
000000022 - CECILIA VILLANUEVA	14110589	288.79	REIMBURSEMENT	288.79		288.79	0100	4203000	4760	1000	5200003	061		
000000023 - ESTRELLITA	14110590	1,513.35	21341	1,513.35		1,513.35	0100	3010000	1110	1000	4200000	018		
000379 - HAWTHORNE MACHINERY	14110591	7,796.71	SS100101009	7,796.71		7,796.71	0100	0982000	0000	3600	5600005	074		
000942 - CAROLINA HERNANDEZ	14110592	24.71	REIMBURSEMENT	24.71		24.71	0100	0300012	1110	1000	4300015	012		
001501 - REALLY GOOD STUFF, LLC	14110593	100.92	5478611	100.92		100.92	0100	0000000	1110	1000	4300001	018		
002355 - IB TROPHIES & AWARDS	14110594	437.40	6969	437.40		437.40	0100	0300012	1110	1000	4300001	012		
002983 - LETICIA LEMOS	14110595	202.57	reimbursement	202.57		202.57	0100	4203000	4760	1000	5200003	061		
003586 - ARACELI FELIX	14110596	78.09	Reimbursement	78.09		78.09	0100	0000000	0000	7100	4300015	064		
003800 - ELVA DE BACA	14110597	221.32	Reimbursement	221.32		221.32	0100	4203000	4760	1000	5200003	061		
004578 - STAFF REHAB	14110598	2,945.00	10300	2,945.00		2,945.00	0100	6500000	5001	3900	5600005	052		
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		3,031.25	0100	9065005	1110	1000	5800000	012		
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		2,523.70	0100	9065005	1110	1000	5800000	016		

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Report ID: APX2030

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

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Run Time 7:20:24 AM

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resources	Goal	Funct	Object	Site	Op Unit	PY
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		3,231.16	0100	9065005	1110	1000	5800000	018		
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		3,771.03	0100	9065005	1110	1000	5800000	020		
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		2,828.99	0100	9065005	1110	1000	5800000	022		
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		2,805.56	0100	9065005	1110	1000	5800000	024		
004789 - BOYS & GIRLS CLUB	14110599	21,019.36	912	21,019.36		2,827.67	0100	9065005	1110	1000	5800000	025		
004858 - FLYERS ENERGY	14110600	958.25	16-240426	958.25		958.25	0100	0982000	0000	3600	4300022	074		

Business Unit Total: \$36,752.54

822

PeopleSoft Accounts Payable
AP TRIAL PAYMENT REGISTER

Report ID: APX2030

2016-04-29

03300: San Ysidro

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000106 - CHEVRON U.S.A. INC.	14111282	1,990.05	April statement	1,990.05		749.33	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14111282	1,990.05	April statement	1,990.05		65.31	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14111282	1,990.05	April statement	1,990.05		447.93	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14111282	1,990.05	April statement	1,990.05		727.48	0100	0000000	0000	8200	4300022	069		

Business Unit Total: \$1,990.05

823

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Ocean View Hills
Neil Egasani, Principal

AGENDA ITEM: AGREEMENT WITH SOUTHWESTERN COLLEGE,
CROWN COVE AQUATIC CENTER – OCEAN VIEW HILLS

BACKGROUND INFORMATION:

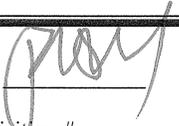
On March 24, 2016, the Governing Board approved a field trip and transportation services for Ocean View Hills students and teachers to Crown Cove Aquatic Center on June 2, 2016. The Southwestern Community College District's Crown Cove Aquatic Center requires certain terms and conditions to be agreed upon before groups are able to use their facilities. Certified State lifeguards will be available during this time to help manage the water activities. Donations will target the cost of the activity fees for students and transportation service will be covered by supplemental and concentration funds.

The Southwestern Community College District serves a diverse community of students by providing a wide range of dynamic and quality educational programs and comprehensive student services. The Crown Cove Aquatic Center is committed to facilitating access for mission-related activities that support the California Physical Education Standards. Students will learn water safety while participating in kayaking, paddle boarding, and volleyball.

RECOMMENDATION:

Approve the Agreement with Southwestern Community College District's Crown Cove Aquatic Center for Ocean View Hills School approved field trip on June 2, 2016.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$2,240.00

Donations and
Supplemental & Concentration Funds

(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

Southwestern Community College District
Crown Cove Aquatic Center
5000 Highway 75
Coronado, California 92118
(619) 575-6176



Activity Program Fee & Information Sheet

3/12/16

Group: Ocean View Hills School

Activity Date: Thursday June 2, 2016 8:00am – 3:00pm

Address: 4919 Del Sol Blvd

Program: SUP/Kayak/ Volleyball (est. 100 participants)

City: San Diego State CA Zip 91954

Boating: Session 1 - 9:30am-12:00pm (50 part.)

Session 2 - 12:30pm-3:00pm (50 part.)

(School leaders will be responsible for students not in boating activities)

Contact: Debbie Cooper; Neil Egasani, Principal

Cost @: \$25 per student x 100 students = \$ 2,500.00

- 50% discount: \$12.50 per student = \$1,250.00

Phone 619-661-0457

Estimated Total to be billed: \$ 1,250.00

E-mail elizabeth.perez@sysd.k12.ca.us; cegasani@sysd.k12.ca.us

(Amount may vary pending actual number of participants)

Terms & Conditions (Read & Initial Boxes, Sign and Return to Crown Cove Aquatic Center)

Emergency Medical Authorization: An adult signed or parent/guardian signed "Health History" form, which includes a Medical Authorization statement, must be on file at the Aquatic Center prior to any program participation.

Waiver, Program Description & Statement of Understanding: An adult signed or parent/guardian signed "Waiver & Release of Liability" and Program Description informing participants of risk common to aquatic activities must be on file at the Aquatic Center prior to any program participation.

Liability Insurance Rider: Prior to program participation, the participating Group, at its own expense, must obtain and keep in force for the term of the agreement, a policy of comprehensive public liability insurance. Said policy shall have limits of not less than \$2,000,000 (Two Million Dollars) for injuries to person or persons, and not less than \$300,000 (Three Hundred Thousand Dollars) for property damage specifically stating the group's name and naming Southwestern Community College District, California Department of Parks & Recreation, and California Department of Boating & Waterways as additional insureds. Said policy shall insure the Group and all named insureds against all liability arising out of the use, occupancy or maintenance of the premises, facilities or equipment and all areas appurtenant thereto. The Group may carry said insurance under a blanket policy, providing said insurance shall have protective liability endorsement attached therein. The group must have such official certificates of insurance naming the above on file at the Aquatic Center.

Aquatic Center Courtesy: It is understood that all Groups assist in the transportation, rigging, cleaning and storage of equipment. Moreover each Group shall be responsible for the pick up of grounds and common areas used during its stay at the Center. It is understood that no pets, illegal drugs, weapons and/or alcoholic beverages will be allowed at the Center. Furthermore, the Center is a smoke free area. All guest vehicles are to be parked in the designated public parking lot and only State authorized vehicles are allowed to pass through the pedestrian underpasses.

Group Leadership Assistance: Group leaders and representatives are responsible for all Group members and to render such assistance as may be required in the event of an emergency including but not limited to, first aid, emergency transportation, participant supervision and discipline, including individual participant's exclusion and parental notification for removal from the premises. The Group is responsible for the pre-screening and background check on all adult leaders and chaperones for its Group. A supervision ratio of one adult for every 10 minors is recommended.

Waterfront Behaviors: It is understood that every member of the Group, including adults, will comply completely with all directions and instructions given by the Center staff or a State Park Lifeguard or other duly authorized public safety personnel. No Group member is to participate in any boating safety activity without a USCG approved lifejacket or recognized flotation device. No Aquatic Center equipment may be used by any member of the Group not under the direction of an authorized Aquatic Center leader or trained volunteer.

Event Cancellation: Events may be cancelled due to staffing, violations of waterfront behavior, weather conditions or other situations or conditions deemed unsafe by Crown Cove Aquatic Center instructional staff. **Same-day cancellation on the part of the group may result in the Aquatic Center billing the group for staffing costs borne by the Center as a result of the group's same-day cancellation.**

Payments: Event payment is due in full on the day of the activity unless otherwise arranged prior to the activity date.

Date: _____ Signed _____ Title: _____

(Authorized group representative over 21 years of age)

12B.4

Page 1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: APPROVAL OF COX CALIFORNIA TELCOM, LLC - ICB COMMERCIAL SERVICE AGREEMENT AND AMENDMENTS NO. 1 AND NO. 2

BACKGROUND INFORMATION:

In 2014, Cox Communications was awarded Bid #14/15-337 for Wide Area Network Ethernet Circuit Upgrade and Internet for E-rate Funding. During school year 2015-16, the District's internet capacity needs required upgrading to accommodate the existing technology; therefore, the District entered into an ICB Commercial Service Agreement with Cox California Telcom, LLC to continue receiving the low prices from Bid #14/15-337. After careful review of the District's needs, it was determined that the capacities in the original agreement were not sufficient. Amendment No. 1 was signed in order to replace the services listed on the original agreement and increase the internet mbps. This agreement will end on June 30, 2016, with four (4) one-year renewal options. The District recommends renewal of the agreement for 2016-17. Amendment No. 2 is to extend the ICB Commercial Service Agreement for 2016-17 school year.

RECOMMENDATION:

Approve/Ratify the ICB Commercial Service Agreement and Amendments No. 1 and No. 2 with Cox California Telcom, LLC for school years 2015-16 and 2016-17 at an estimated cost of \$8,510.00 from E-rate funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-16 & 2016-17 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

\$8,510.00
(Amount)

E-rate 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



Cox Account Rep: Sally Bowen	Cox System Address:
Phone Number:	5159 Federal Blvd
Fax Number:	San Diego, CA 92105

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	San Ysidro School District	Full Name:	Arturo Sanchez Macias
Street Address:	4350 OTAY MESA RD	Billing Contact:	
City/State/Zip:	SAN YSIDRO, CA - 92173	Fax:	
Billing Address:	4350 OTAY MESA RD	Contact Number:	
City/State/Zip:	SAN YSIDRO, CA - 92173	Email Address:	
Cox Account #:			

Service Description	Taxes and Fees Not Included				Service Charges	
	Prev QTY	New QTY	Unit Price	Term (Months)	Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Intrastate		7	520.00	12	3,640.00	0.00
Metro E-500Mb UNI Intrastate		1	770.00	12	770.00	0.00
Cox Optical Internet 200 Mbps		1	2,200.00	12	2,200.00	0.00
- Additional Features			0.00		0.00	0.00
Totals:					6,610.00	0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities. **Merge Bill**

For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.

Special Conditions
 The Term of Services covered under this Agreement is through 6/30/2016. Customer may upgrade services at any time as mutually agreed by the parties at the pricing described in Cox's Proposal to RFP-BID NO. 14-15/337 for Wide Area Network Ethernet Circuit Upgrade And Internet Access For E-Rate Funding. Any subsequent upgrades will be documented through a written amendment(s). The parties acknowledge that this contract shall apply to multiple properties owned by Customer.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature:	Cox Communications San Diego, LLC, d/b/a Cox Business; Cox California Telcom, LLC
Signature: <i>[Handwritten Signature]</i>	Signature: <i>[Handwritten Signature]</i>
Print: Arturo Sanchez Macias	Print: DANIEL MARTINEZ
Title Position: Chief operating officer	Title Position: Director of Sales
Date: 10.16.2015	Date: 10/14/2015

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms>; and (iv) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BATTERY BACKUP PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE.

IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

FIRST AMENDMENT TO COMMERCIAL SERVICE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL SERVICE AGREEMENT ("Amendment") is made and entered into this ____ day of _____, 2015 by and between Cox California Telcom, LLC ("Cox" or "Cox Business") and the San Ysidro School District ("District").

The parties agree to amend their Commercial Service Agreement, dated _____ (the "Agreement") attached hereto or incorporated herein by as follows:

1. The Services as stated on page 1 of the Agreement are deleted and replaced with the Services described below. The original term for the Services shall remain unmodified. The amended monthly recurring charge is \$4,850.00.

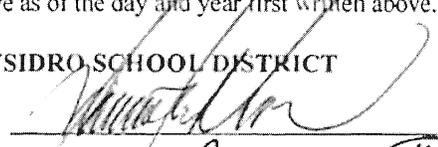
Service/Equipment Description	Quantity	Term Start Date	Term End date	MRC per circuit/total MRC	NRC
Schools - 200 mbps	7			\$610/\$4,270	\$0.00
District Aggregate - 1Gbps	1			\$1,040/\$1,040	\$0.00
Internet access - 500 mbps	1			\$3,200.00/\$3,200	\$0.00
		Contract Totals:		\$8,510.00	

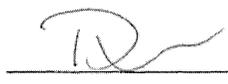
2. Except for the terms that have been specifically amended by this Amendment, all of the remaining terms and conditions of the Agreement are hereby ratified and reaffirmed by the parties, and shall hereafter remain unmodified and in full force and effect, as the same have been amended herein.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers effective as of the day and year first written above.

SAN YSIDRO SCHOOL DISTRICT

COX

By: 
 Print: Julie Ann
 Title: Chief Operating Officer
 Date: Oct-13th, 2015

By: 
 Print: DANIEL MARTINEZ
 Title: DIRECTOR OF SALES
 Date: 10/14/2015

SECOND AMENDMENT TO COMMERCIAL SERVICE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL SERVICE AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2016 by and between Cox California Telcom, LLC (“Cox” or “Cox Business”) and the San Ysidro School District (“District”).

The parties agree to amend their ICB Commercial Service Agreement, last executed on October 14, 2015 and as previously amended (the “Agreement”) incorporated herein by as follows:

1. The parties acknowledge that Customer has four (4) one-year renewal options under the Agreement. The parties agree that Customer will exercise the first of the four (4) one-year renewal options at this time which shall extend the Term of the Agreement through June 30, 2017. Customer shall have three additional one-year renewal option that may be exercised at a later date.

2. Except for the terms that have been specifically amended by this Amendment, all of the remaining terms and conditions of the Agreement are hereby ratified and reaffirmed by the parties, and shall hereafter remain unmodified and in full force and effect, as the same have been amended herein.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized officers effective as of the day and year first written above.

SAN YSIDRO SCHEOL DISTRICT

COX

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LEGAL SERVICES AGREEMENT – LAW OFFICE OF MARIBEL S. MEDINA

BACKGROUND INFORMATION:

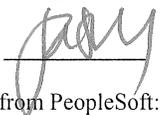
Administration recommends to retain and employ the legal services of The Law Office of Maribel S. Medina for general legal advice.

The cost implications are \$225 per hour and additional cost and expenses may be incurred per agreement. No individual cost in excess of \$500 shall be incurred without the approval of the District.

RECOMMENDATION:

Approve/Ratify the Legal Services Agreement with The Office of Maribel S. Medina.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Yes No

Are funds for this item included in the 2015-16 & 2016-17 Budget?

Yes No

Requisition # from PeopleSoft:

Per Agreement
(Amount)

General
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (this “Agreement”) is made between the SAN YSIDRO SCHOOL DISTRICT (the “DISTRICT”), and THE LAW OFFICE OF MARIBEL S. MEDINA, (“ATTORNEY”) for general legal services.

NOW THEREFORE, THE PARTIES AGREE:

1. Parties. The parties to this Agreement are the District and the Law Office of Maribel S. Medina, (408) 618-8988, Maribel@mmedinalaw.com.
2. Term. The effective date of this Agreement is April 14, 2016.
3. Scope of Services. Attorney shall provide general legal advice.
4. Compensation. Attorney shall be paid \$225.00 per hour. In addition, the District shall reimburse Attorney for costs advanced in connection with the legal services provided by Attorney. Such costs shall include printing and copying expenses, costs for investigators or other experts, computer research, messenger and express delivery, travel and similar costs relating to legal services that are generally chargeable to a client. No individual cost in excess of \$500.00 shall be incurred without the approval of the District. Attorney shall submit a monthly bill describing all services performed during the preceding calendar month. All time for services, which is billed on an hourly basis, shall be in detail sufficient to identify the work performed and the charges for the same. The District shall review the monthly statement and pay for services rendered and costs incurred within thirty (30) days of receipt invoice. Attorney may add a late payment charge of 1.5% per month to invoices not paid within sixty (60) days.
5. Termination. This Agreement may be terminated at any time upon 30 days’ notice from either party. Nothing contained in this Paragraph 5 shall prevent the parties from terminating this agreement at any time, by mutual consent, including termination on

greater or lesser notice than provided herein. In the event of termination, Attorney shall be paid for all work completed before termination.

6. Insurance. Pursuant to Business and Professions Code, Attorney shall maintain errors and omissions insurance coverage.
7. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by both parties.
8. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties.
9. Signatures. These signatures attest the parties' agreement hereto.

FOR SAN YSIDRO SCHOOL DISTRICT

DATE: _____

By: _____

J. Arturo Sanchez Macias
Deputy Superintendent

Board Approved: _____

FOR ATTORNEY

DATE: _____

By: _____

Maribel S. Medina
Attorney-at-Law

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 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 SUMMER CAMP PROGRAM

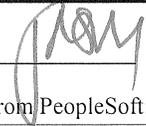
BACKGROUND INFORMATION:

THINK Together, Inc. will provide a summer camp program to approximately 400 students in the first through eighth grades at La Mirada Elementary School and San Ysidro Middle School, commencing on June 13, 2016 and ending on July 8, 2016. The summer camp will focus on literacy development curriculum and includes additional language arts strands of writing, spelling, listening and speaking. The program supports English learners with read-along passages and a highlight word function. Students explore cultures through thematic units that incorporate social studies contents. THINK Together will purchase all required materials and supplies, including bussing and admission fees for three fieldtrips, weekly guest presentations for the students and a culminating family event.

RECOMMENDATION:

Approve Memorandum of Understanding with THINK Together, Inc. at a cost not to exceed \$300,000 from supplemental and concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-16 & 2016-17 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

\$300,000
(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

MEMORANDUM OF UNDERSTANDING

**Between
San Ysidro School District
And
THINK Together, Inc.**

PURPOSE OF AGREEMENT

The Memorandum of Understanding (MOU) that follows is a formal agreement between San Ysidro School District (herein referred to as SYSD) and THINK Together (herein referred to as THINK) to provide a summer camp program at La Mirada Elementary School and San Ysidro Middle School within San Ysidro School District (SYSD). The goal of THINK programs is to provide the highest quality expanded learning program through a summer camp experience to students within the SYSD in an effort to provide an engaging learning environment.

SCOPE OF SERVICE

It is agreed that THINK will provide summer camp services to approximately 400 students in the first through eighth grades at La Mirada Elementary School and San Ysidro Middle School, five days per week for six hours per day (8:30am to 2:30pm), commencing on June 13, 2016 and ending on July 8, 2016, for a total of nineteen (19) days. July 4 will be observed as a holiday. THINK shall provide a summer learning curriculum to be delivered by thirty (30) THINK Program Leaders and four (4) THINK Site Coordinators, supported by two (2) Site Assistants, selected and employed by THINK. Training on the use of the curriculum will be provided by a THINK curriculum specialist. SYSD will provide front office clerical support at La Mirada Elementary School and San Ysidro Middle School to manage enrollment information and field office inquiries including emergency contacts. THINK shall purchase all required materials and supplies, including bussing and admission fees for three (3) field trips. SYSD shall provide access to school facilities, including classrooms, cafeteria, playground areas and computer laptops, necessary to conduct the summer camp activities. SYSD Nutrition Services shall prepare food for all participating students every program day (*See Attachment A for program plan and budget*).

SYSD shall pay to THINK a fee of \$300,000.00 (THREE HUNDRED THOUSAND DOLLARS) to deliver the above described services. THINK shall invoice SYSD in two separate invoices. The first invoice for payment will be delivered and paid no later than June 30, 2016, and the second invoice for payment will be delivered and paid no later than July 25, 2016.

TERM

This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU.

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 thirty (30) 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 Agreement.

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.

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

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.

AMENDMENT

This MOU may be amended only by written instrument signed by duly authorized representatives of the San Ysidro School District and THINK Together, Inc.

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 Street, Bldg. B, 2nd Floor
Santa Ana, CA 92705

To: San Ysidro School District
4350 Otay Mesa Road
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.

Julio Fonseca
Superintendent
San Ysidro School District

Randy Barth
Founder/CEO
THINK Together, Inc

Date

Date

SAN YSIDRO SCHOOL DISTRICT

THINK Together Summer Learning Proposal

Background

The San Ysidro School District (SYSD) enlisted THINK Together (THINK) to provide summer learning program services to SYSD elementary school students during the summer of 2015. The program proved successful and SYSD has expressed a desire to replicate the project for the summer of 2016, offering services at two school sites, serving approximately 400 students entering grades 1-8.

Program Plan

Dates/Times: The program would operate six hours per day, from 8:30am to 2:30pm, Monday-Friday for a total of 19 days, beginning on June 13, 2016 and ending on July 8, 2016 (closed on July 4 in observance of Independence Day). Program staff would be paid for additional training and preparation time.

Locations/Enrollment: Summer learning services would be offered at La Mirada Elementary School and San Ysidro Middle School, serving students at each location at a supervision ratio of at least one Program Leader per 20 students. Each program site would additionally employ two Site Supervisors and one Site Assistant to manage the programs, prepare materials, and complete all required paperwork. THINK Together staff employed in Riverside County will deliver the summer programs, and will be temporarily housed in the San Ysidro area during the term of the contract.

Curriculum Focus: Programs will implement the *TimeWarp Plus*, a curriculum grounded in a decade of validated research to prevent and reverse the loss of literacy skills that can accompany summer recess. This literacy development curriculum provides for flexible whole class and small group settings and includes additional language arts strands of writing, spelling, listening and speaking. The program supports English learners with read-along passages and a highlight word function. Students explore cultures through thematic units that incorporate social studies content. The grade level themes are:

- Kindergarten – Animal Tracks
- 1st Grade – Home Town
- 2nd Grade – Egypt
- 3rd Grade – Rome
- 4th Grade – Greece
- 5th Grade – Africa

THINK will provide all required materials and supplies to implement the curriculum. Students will be provided with three field trips, the cost of which is included in THINK's budget proposal. THINK staff will augment the academic content delivered by credentialed teachers with enrichment activities, including; visual and performing arts, science, physical activity, nutrition education, leadership development and team-building.

District Staffing: SYSD will employ credentialed teachers who will be expected to focus on intervention strategies to develop fluency and build the language capacities of individual students. Each teacher will be supported by two THINK Program Leaders during the morning academic rotations. After morning rotations are completed, the credentialed teachers are released and THINK staff members complete the afternoon rotations.

ATTACHMENT A

Daily Schedule:

Time	Activity
8:00-8:30	Set-up
8:30-8:50	Camp Spirit/Breakfast/Opening
8:50-8:55	Transition
8:55-9:40	Component #1 – Academic Enrichment English/Language Arts
9:40-9:45	Transition
9:45-10:30	Component #2 – Academic Enrichment Mathematics
10:30-10:35	Transition
10:35-11:20	Component #3 – Enrichment Youth Development
11:20-11:25	Transition
11:25-11:50	Camp Spirit/Lunch
11:50-11:55	Transition
11:55-12:40	Component #4 – STEM
12:40-12:45	Transition
12:45-1:30	Component #5 – CATCH: Physical Education
1:30-1:35	Transition
1:35-2:20	Component #6 – Enrichment Visual & Performing Art
2:20-2:25	Transition
2:25-2:30	Camp Spirit/Closing/Sign-Out
2:30-3:00	Break-down, Prep Time

Sample Daily Rotation Schedule for Individual Academic Clusters

	Credentialed Teacher	PL #1	PL #2
Rotation #1	Group A	Group C	Group B
Rotation #2	Group B	Group A	Group C
Rotation #3	Group C	Group B	Group A

Budget

SYSD will pay THINK a fee of **\$300,000** to deliver the proposed summer learning program. This cost is not inclusive of the Credentialed Teachers that will be employed by the district.

Description	Cost
4 Site Supervisors x 25 days x 8 hours/day x \$27/hour*	\$21,600
2 Site Assistants x 22 days x 7 hours/day x \$20/hour*	\$6,160
25 Program Leaders x 22 days x 7 hours/day x \$17/hour*	\$65,450
1 Quality Assurance Coach (@ .2 FTE)	\$12,000
Curriculum Materials @ \$2.00 per student/day x 400 students x 19 days	\$15,200
Supplies and Equipment @ \$25 per student x 400 students	\$10,000
Field Trip Admission Fees @ \$15 per student x 400 students x 3 field trips	\$18,000
10 Field Trip Buses x \$500/bus x 3 field trips	\$15,000
Staff Lodging, Mileage and Per Diem	\$100,000
Administrative Oversight @ 12.5%	\$32,926
Contingency	\$3,664
Total	\$300,000

*bill rate includes payroll taxes, benefits, insurance, training and staffing costs

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Nadia Aviles, Interim Director

AGENDA ITEM: AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION 2016-17

BACKGROUND INFORMATION:

The Medi-Cal Administrative Activities (MAA) Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. MAA activities include:

- Medi-Cal outreach,
- Facilitating the Medi-Cal application,
- Non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services,
- Contracting for Medi-Cal services,
- Program planning and policy development,
- MAA coordination and claims administration,
- TCM coordination and claims administration,
- Training, and
- General administration.

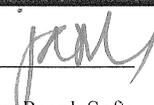
The San Ysidro School District is a Local Educational Agency (LEA) eligible to bill the California State Medi-Cal office for services relative to administrative activities involving Medi-Cal Outreach, individual health services, and assessment/testing/evaluations. As such, the District has been part of the Region 9 Local Educational Consortium established under California State Medi-Cal requirements for purposes of billing for services. This consortium serves as the designated entity assisting in the management of services billed by eligible school districts throughout Southern California.

The contract for our participation in this Local Educational Consortium requires annual renewal. They have no increases in cost for our participation in the Local Education Agency Medi-Cal billing process. The cost implications will be 4.5% of MAA claims paid by the Department of Health Services, and \$0.25/participant from July to September, and \$0.50/participant from October to June.

RECOMMENDATION:

Approve agreement with Orange County Superintendent of Schools for the 2016 - 2017 school year. All costs incurred will be paid by the Department of Health Services.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Will funds be available for this item the 2016-2017 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

Varies

(Amount)

Special Education –
Department of Health Services

(Name of funding source and/or location)

03-00-0490-000-1110-1000-5600-005-052

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D.
Secretary to the Board

2 SAN YSIDRO SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July,
6 2016, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local
8 Educational Consortium (LEC), hereinafter referred to as
9 SUPERINTENDENT, and the San Ysidro School District, 4350 Otay Mesa
10 Road, San Ysidro, California 92173, hereinafter referred to as
11 DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred
12 to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
15 California State Department of Health Care Services, hereinafter
16 referred to as STATE, which is incorporated herein by this
17 reference, to serve as the Local Educational Consortium (LEC) for
18 the Region 9 in accordance with the California Welfare and
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE to
21 represent school districts and county offices located in Region 9,
22 hereinafter referred to as LEA (Local Education Agency) to
23 administer School-based Medi-Cal Administrative Activities (SMAA)
24 described as Administrative Claiming process in the California
25 Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative
Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal
6 Administrative Activities and wishes to participate in the School-
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2016, and ending on June 30, 2017,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all Federal, state
15 and SUPERINTENDENT'S program requirements.
- 16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-Federal cost of
22 performing Program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Study (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide program technical
17 assistance.
- 18 l. Code all SMAA RMTS moments and make available to the
19 DISTRICT its RMTS results.
- 20 m. Review and submit the Random Moment Time Study (RMTS)
21 quarterly invoice to the STATE on behalf of the DISTRICT
22 and convey to the DISTRICT by warrant all funds received
23 on behalf of DISTRICT from the STATE less any amount due
24 the SUPERINTENDENT as defined in Section 5.0 of this
25 AGREEMENT. No funds will be conveyed to DISTRICT for
invoices that have been disallowed by the STATE.

- 1 n. Offer the DISTRICT the option of the LEC preparing the
2 RMTS quarterly invoice and assist the DISTRICT with the
3 calculation of the LEA Medi-Cal Eligibility Rate or "Tape
4 Match percentage" from data submitted by the DISTRICT for
5 a mutually agreed to fee.
- 6 o. Review DISTRICT'S quarterly invoice documents for
7 accuracy and completeness and request corrections if
8 necessary.
- 9 p. Review corrected documents for compliance with rules and
10 regulations; work with DISTRICT to resolve any
11 outstanding matters that prevent SUPERINTENDENT'S
12 certification of claim.
- 13 q. Provide DISTRICT access to STATE SMAA Appeal Process
14 upon request.
- 15 r. Appeal DISTRICT decision or action through the STATE
16 SMAA Appeal Process if necessary.
- 17 s. Monitor compliance of DISTRICT with all Federal, STATE,
18 and SUPERINTENDENT'S Program requirements.
- 19 t. Designate an employee to act as liaison to DISTRICT
20 regarding issues relating to this AGREEMENT.

21 3.0 RESPONSIBILITIES OF DISTRICT.

- 22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.
- 25 b. RMTS software platform may be accessed only by employees
of the DISTRICT for RMTS purposes. DISTRICT agrees to

1 comply with the confidentiality and other requirements
2 associated with use of the RMTS software platform.
3 DISTRICT shall be responsible for any unauthorized use
4 and understands that the DISTRICT may be held liable.

5 c. Quarterly assess SMAA claiming potential within the
6 DISTRICT and determine which staff perform SMAA
7 activities and will participate in the Random Moment
8 Time Study (RMTS) and what direct charges, if
9 applicable, will be claimed.

10 d. Certify to the SUPERINTENDENT and STATE the amount of
11 DISTRICT'S general funds or any other funds allowed
12 under Federal law and regulations expended on the
13 allowable "Program activities".

14 e. Comply fully with all Title XIX Federal, STATE, and
15 SUPERINTENDENT'S Program requirements.

16 f. Certify to SUPERINTENDENT and STATE the availability and
17 expenditure, from allowable non-Federal funding sources,
18 of one hundred percent (100%) of the cost of performing
19 Program activities.

20 g. Certify to SUPERINTENDENT and STATE expenditures
21 represent costs that are eligible for Federal financial
22 participation for that fiscal year.

23 h. If subcontracting for certain administrative activities,
24 provide SUPERINTENDENT with a copy of the DISTRICT'S
25 contract with vendor. DISTRICT may include vendor's
allowable costs on its invoice, to the extent that same

1 tasks are not performed by the SUPERINTENDENT and with
2 the understanding that the total vendor fees cannot
3 exceed fifteen percent (15%).

4 i. Ensure that DISTRICT'S designated SMAA Coordinator
5 attends quarterly Region 9 LEC SMAA Coordinators
6 trainings and meetings.

7 j. Adhere to timelines established by the STATE and
8 SUPERINTENDENT for completion of Program documentation
9 (e.g., Program invoices, Random Moment Time Study (RMTS)
10 Rosters, reports, etc.). Respond in a timely manner to
11 all STATE and SUPERINTENDENT requests for information
12 and documentation.

13 k. Respond to SUPERINTENDENT reviews with information and
14 corrected documents upon request.

15 l. Work with SUPERINTENDENT to resolve any outstanding
16 matters.

17 m. Appeal SUPERINTENDENT'S decision through the STATE
18 SMAA LEA Appeal Process if necessary.

19 n. Complete quarterly Random Moment Time Study (RMTS), as
20 required by the Centers for Medicare and Medicaid
21 Services (CMS), to determine the amount of paid time
22 spent on Program claimable activities.

23 o. DISTRICT will maintain a minimum response rate of
24 eighty-five percent (85%) of the moments assigned per
25 time study quarter. If DISTRICT is unable to maintain
the required response rate, DISTRICT will have sanctions

1 applied according to the School-based Medi-Cal
2 Administrative Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Study (RMTS) Time Survey
7 Participant (TSP) Roster Reports and other
8 documentation, including validation of time
9 survey participant attendance.
- Time certification and supporting documentation
10 for direct charge staff.
- Position Descriptions/Duty Statements.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

11 q. Prepare and certify School-based MAA invoices to the LEC
12 in conformance with STATE requirements and timelines.

13 r. Provide SUPERINTENDENT with copies of SMAA invoice
14 supporting documentation upon request.

15 s. DISTRICT agrees to maintain and preserve, documentation
16 for a period of not less than five years after
17 termination of Agreement Number 42851 and final payment
18 from Department of Health Care Services (DHCS) to
19 SUPERINTENDENT, to permit Department of Health Care
20 Services (DHCS) or any duly authorized representative,
21 to have access to examine or audit any pertinent books,
22 documents, papers and records related to this AGREEMENT
23
24
25

1 and to allow interviews of any employee who might
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand
4 dollars (\$10,000.00), DISTRICT shall agree and comply
5 with the following terms and conditions:

6 1. Maintain books, records, documents, and other
7 evidence, accounting procedures and practices,
8 sufficient to properly reflect all direct and
9 indirect costs of whatever nature claimed to
10 have been incurred in the performance of this
11 AGREEMENT, including any matching costs and
12 expenses. The foregoing constitutes "records"
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part
15 thereof as may be engaged in the performance
16 of this AGREEMENT and its records shall be
17 subject at all reasonable times to inspection,
18 audit, and reproduction.

19 3. The Department of Health Care Services (DHCS),
20 the Department of General Services, the Bureau
21 of State Audits, or their designated
22 representatives including the Comptroller
23 General of the United States shall have the
24 right to review and to copy any records and
25 supporting documentation pertaining to the
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records
2 during normal business hours and to allow
3 interviews of any employees who might
4 reasonably have information related to such
5 records. Further, DISTRICT agrees to include a
6 similar right of the STATE to audit records
7 and interview staff related to performance of
8 this AGREEMENT.

9 4. Preserve and make available its records (1)
10 for a period of five (5) years from the date
11 of final payment under this AGREEMENT, and (2)
12 for such longer period, if any, as required by
13 applicable statute, by any other provision of
14 this AGREEMENT, or by subparagraphs (a) or (b)
15 below:

16 (a) If this AGREEMENT is completely or
17 partially terminated, the records
18 relating to the work terminated shall be
19 preserved and made available for a period
20 of three (3) years from the date of
21 resulting final settlement.

22 (b) If any litigation, claim, negotiation,
23 audit, or other action involving the
24 records has been started before the
25 expiration of the three-year period, the
records shall be retained until

1 completion of the action and resolution
2 of all issues which arise from it, or
3 until the end of the regular three-year
4 period, whichever is later.

5 5. DISTRICT shall comply with the above
6 requirements and be aware of the penalties for
7 violations of fraud and for obstruction of
8 investigation as set forth in Public Contract
9 Code §10115.10, if applicable.

10 6. DISTRICT, may at its discretion, following
11 receipt of final payment under this AGREEMENT,
12 reduce its accounts, books and records related
13 to this AGREEMENT to microfilm, computer disk,
14 CD ROM, DVD, or their data storage medium.
15 Upon request by an authorized representative
16 to inspect, audit or obtain copies of said
17 records, DISTRICT must supply or make
18 available applicable devices, hardware, and/or
19 software necessary to view, copy and/or print
20 said records. Applicable devices may include,
21 but are not limited to microfilm readers and
22 microfilm printers, etc.

23 u. The STATE, through any authorized representatives, has
24 the right at all reasonable times to inspect or
25 otherwise evaluate the work performed or being performed
hereunder and the premises in which it is being

1 performed. If any inspection or evaluation is made of
2 the premises of DISTRICT, DISTRICT shall provide all
3 reasonable facilities and assistance for the safety and
4 convenience of the authorized representative in the
5 performance of their duties. All inspections and
6 evaluations shall be performed in such a manner as will
7 not unduly delay the work.

8 v. In the event an invoice is revised or is disallowed by
9 the STATE, agree to reimburse SUPERINTENDENT within
10 thirty (30) days of receipt of an invoice from
11 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to
12 the STATE for DISTRICT'S revised or disallowed invoice.

13 w. Ensure no duplicative billings.

14 x. Hold SUPERINTENDENT harmless from any Federal
15 disallowance of SMAA claim payments made to DISTRICT by
16 the STATE.

17 y. Designate an employee to act as a liaison with
18 SUPERINTENDENT to provide DISTRICT specific information
19 relative to SMAA Program administration and fiscal
20 issues.

21 z. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-based Medi-Cal Administrative
23 Activities (SMAA) District Information 2015/2016 form,
24 Appendix "A", attached hereto and incorporated by
25 reference herein.

1 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
2 DISTRICT'S responsibilities outlined in Section 3.0 of this
3 AGREEMENT and after SUPERINTENDENT has received reimbursement from
4 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT
5 shall convey to DISTRICT by warrant, all funds received on behalf of
6 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
7 STATE as determined in Section 5.0 below. No funds will be conveyed
8 to DISTRICT for invoices that have been revised or disallowed by the
9 STATE or Federal. Payment to DISTRICT shall be made within forty-
10 five (45) days of receipt and reconciliation of STATE funds by
11 SUPERINTENDENT.

12 5.0 FEE SCHEDULE.

13 a. Annual STATE Participation Fee. DISTRICT will be responsible
14 for DISTRICT'S share of the STATE Participation Fee, which is based
15 on the STATE'S cost for administering the SMAA claiming process.
16 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim
17 reimbursement for DISTRICT'S share of the STATE Participation Fee
18 increase.

19 b. State RMTS Software Platform Fee. DISTRICT will be
20 responsible for DISTRICT'S share of the State RMTS Software Platform
21 Fee, which is based on the DISTRICT'S actual cost of utilizing the
22 State RMTS Software Platform through a third party administrator
23 selected by the Region 9 LEC for the Random Moment Time Study.
24 SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the
25 software platform fees RMTS Software Platform Fee, which is based on
the DISTRICT'S actual cost of utilizing the State RMTS Software

1 Platform through a third party administrator selected by the Region
2 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill
3 DISTRICT for DISTRICT'S share of the software platform fees as
4 described in State RMTS Software Platform Fees and SUPERINTENDENT'S
5 Administrative Support Optional Service Fees, Appendix "B", attached
6 hereto and incorporated by reference herein.

7 c. SUPERINTENDENT'S Administrative Support Fees.

8 1. After SUPERINTENDENT has received
9 reimbursement from the STATE for DISTRICT'S
10 quarterly SMAA claim(s), SUPERINTENDENT will
11 transfer to DISTRICT an amount equal to the
12 Federal share of cost received as reimbursement
13 for DISTRICT'S SMAA claim submitted by DISTRICT,
14 less four and one-half percent (4.5%) fee per
15 quarterly claim which will be used to support
16 SUPERINTENDENT'S SMAA administration. The four and
17 one-half percent (4.5%) fee may be amended as
18 necessary to support compliance with all Federal,
19 STATE and SUPERINTENDENT'S program requirements.

20 2. Optional Services. If the DISTRICT selects
21 the option of having the LEC prepare the RMTS
22 quarterly invoice and assist the DISTRICT with the
23 calculation of the LEA Medi-Cal Eligibility Rate or
24 "Tape Match percentage" from data submitted by the
25 DISTRICT, an additional two percent (2.0%) will be
added to the Administrative Support Fee percentage

1 mentioned in 5.c.1 above. SUPERINTENDENT will
2 provide Optional Services upon written request of
3 DISTRICT as described in State RMTS Software
4 Platform Fees and SUPERINTENDENT'S Administrative
5 Support Optional Service Fees, Appendix "B",
6 attached hereto and incorporated by reference
7 herein.

8 d. The obligations of SUPERINTENDENT and DISTRICT under this
9 AGREEMENT are contingent upon the availability of funds furnished by
10 the United States Government and the State of California. In the
11 event that such funding is terminated or reduced, this AGREEMENT may
12 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal
13 obligations hereunder shall be limited to a pro-rated amount of
14 funding actually received by the SUPERINTENDENT and DISTRICT from
15 the United States Government and the State of California under this
16 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written
17 notification of such termination. Notice shall be deemed given when
18 received by the DISTRICT or no later than three (3) days after the
19 day of mailing, whichever is sooner.

20 6.0 FEDERAL CLAIMING.

21 a. TITLE 31 - Money and Finance, Subtitle V - General
22 Assistance Administration, Chapter 75 - Requirements for Single
23 Audits, Section 7502 requires each pass through entity provide the
24 sub-recipient program names and any identifying numbers from which
25 such assistance is derived. The Catalog of Federal Domestic

1 Assistance (CFDA) number for this Federal program is 93.778, Medical
2 Assistance Program (Medi-Cal).

3 b. A "Vendor" means a dealer, distributor, merchant, or other
4 seller providing goods or services that are required for the conduct
5 of a Federal program. These goods or services may be for an
6 organization's own use or for the use of beneficiaries of the
7 Federal program. Additional guidance on distinguishing between a
8 sub-recipient and a vendor is provided in OMB Circular A-133.

9 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
10 this AGREEMENT, shall be and act as an independent contractor.
11 SUPERINTENDENT understands and agrees that he/she and all of his/her
12 employees shall not be considered officers, employees or agents of
13 the DISTRICT, and are not entitled to benefits of any kind or nature
14 normally provided employees of the DISTRICT and/or to which
15 DISTRICT'S employees are normally entitled, including, but not
16 limited to, State Unemployment Compensation or Workers'
17 Compensation. SUPERINTENDENT assumes full responsibility for the
18 acts and/or omissions of his/her employees or agents as they relate
19 to the services to be provided under this AGREEMENT. SUPERINTENDENT
20 shall assume full responsibility for payment of all Federal, STATE
21 and local taxes or contributions, including unemployment insurance,
22 social security and income taxes with respect to SUPERINTENDENT'S
23 employees.

24 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms,
25 plans, and related instructional materials developed by
SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the

1 exclusive property of the Department of Health Care Services. The
2 Department of Health Care Services shall have all right, title and
3 interest in said matters, including the right to secure and maintain
4 the copyright, trademark and/or patent all forms and related
5 instructional materials developed under this AGREEMENT.

6 9.0 HOLD HARMLESS.

7 a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
8 harmless DISTRICT, its Governing Board, and its officers, agents,
9 and employees from liability and claims of liability for bodily
10 injury, personal injury, sickness, disease, or death of any person
11 or persons, or damage to any property, real, personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the term of this AGREEMENT.

15 b. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 term of this AGREEMENT.

23 10.0 CONFIDENTIALITY.

24 a. SUPERINTENDENT and DISTRICT shall maintain confidentiality
25 of their respective records and information, governing the
confidentiality of client or student information for Medi-Cal

1 clients served under this AGREEMENT. Applicable laws include, but
2 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
3 431.300, Welfare and Institutions Code, Section 14100.2 and 22
4 California Code of Regulations Section 51009 and all applicable
5 Federal and/or STATE laws or regulations as each may now exist or be
6 hereafter amended. The confidentiality obligations contained in
7 this section shall survive termination of this AGREEMENT.

8 b. DISTRICT understands and agrees to take all reasonable
9 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
10 agents' proprietary data provided for purposes of this AGREEMENT
11 hereinafter defined as data file specifications, related
12 instructions, management reports, training materials, plans or other
13 information relating to the performance of SUPERINTENDENT'S agents
14 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
15 to this AGREEMENT. DISTRICT shall not during or after the term of
16 this AGREEMENT, permit the copying, duplication, or use of any of
17 SUPERINTENDENT'S agents' proprietary data by or to any person other
18 than authorized employees, agents or representatives of DISTRICT.

19 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
20 to assure that the information supplied to SUPERINTENDENT hereunder
21 shall be true, complete, and accurate in all respects. DISTRICT
22 shall assume sole responsibility for the truth, completeness and
23 accuracy of all information supplied to SUPERINTENDENT and agrees
24 that SUPERINTENDENT shall have no responsibility or liability for
25 the truth, completeness or accuracy of any information submitted by
DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify

1 SMAA invoice(s) that do not comply with STATE and Federal SMAA
2 requirements.

3 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
4 for damages or losses to DISTRICT employees, agents, independent
5 contractors or students relating to lost medical services or lost
6 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
7 any sums DISTRICT does not obtain in reimbursement from the STATE,
8 or for any incidental, indirect, special or consequential damages to
9 DISTRICT arising from the denial of any request for reimbursement
10 from the STATE.

11 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
12 AGREEMENT shall not be assigned by the DISTRICT without prior
13 written approval of SUPERINTENDENT.

14 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
15 must meet the approval of the DISTRICT and shall be subject to the
16 DISTRICT'S general right of inspection to secure the satisfactory
17 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
18 with all Federal, STATE and local laws, rules, regulations and
19 ordinances that are now or may in the future become applicable to
20 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
21 operations covered by this AGREEMENT or accruing out of the
22 performance of such operations.

23 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT**
24 **shall complete and return with the fully executed AGREEMENT the**
25 **Certification Regarding Lobbying form, Appendix "C", attached hereto**
and incorporated by reference herein, that the DISTRICT has not

1 made, and will not make, any payment prohibited by Item 1 of the
2 Certification Regarding Lobbying form.

3 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
4 AGREEMENT, DISTRICT certifies to the best of its knowledge and
5 belief, that it:

6 a. Is not presently debarred, suspended, proposed for
7 debarment, declared ineligible, or voluntarily excluded by any
8 federal department or agency;

9 b. Has not within a three-year period preceding this
10 AGREEMENT been convicted of or had a civil judgement rendered
11 against them for commission of fraud or a criminal offense in
12 connection with obtaining, attempting to obtain, or performing a
13 public (Federal, STATE or local) transaction or contract under a
14 public transaction; violation of Federal or STATE antitrust statutes
15 or commission of embezzlement, theft, forgery, bribery,
16 falsification or destruction of records, making false statements, or
17 receiving stolen property.

18 c. Is not presently indicted for or otherwise criminally or
19 civilly charged by a government entity (Federal, STATE or local)
20 with commission of any of the offenses enumerated in Section 16.0(b)
21 herein; and

22 d. Has not within a three-year period preceding this
23 AGREEMENT had one or more public transactions (Federal, STATE or
24 local) terminated for cause or default.

1 e. The terms and definitions herein have the meanings set
2 out in the Definitions and Coverage sections of the rules
3 implementing Federal Executive Order 12549.

4 f. If DISTRICT is unable to certify to any of the statements
5 in this certification, DISTRICT shall submit an explanation to
6 SUPERINTENDENT.

7 g. If DISTRICT knowingly violates this certification, in
8 addition to other remedies available to the Federal Government, the
9 Department of Health Care Services (DHCS) may terminate this
10 AGREEMENT for cause or default.

11 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
12 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
13 employ any unlawful discriminatory practices in employment of
14 personnel or in any other respect on the basis of sex, race, color,
15 ethnicity, national origin, ancestry, religion, age, marital status,
16 medical condition, sexual orientation, physical or mental disability
17 or any other protected group in accordance with the requirements of
18 all applicable Federal or STATE law.

19 18.0 TOBACCO USE POLICY. In the interest of public health,
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
21 use of any tobacco products are prohibited in buildings and
22 vehicles, and on any property owned, leased or contracted for by the
23 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
24 to abide with conditions of this policy could result in the
25 termination of this AGREEMENT.

1 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
2 or without cause, terminate this AGREEMENT with the giving of thirty
3 (30) days prior written notice to the other party. However, once
4 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
5 of Health Care Services (DHCS), according to the School-based Medi-
6 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
7 terminate until the next quarter survey period.

8 20.0 NOTICE. All notices or demands to be given under this
9 AGREEMENT by either party to the other shall be in writing and given
10 either by: (a) personal service or (b) by U.S. Mail, mailed either
11 by registered or certified mail, return receipt requested, with
12 postage prepaid. Service shall be considered given when received if
13 personally served or if mailed on the third day after deposit in any
14 U.S. Post Office. The address to which notices or demands may be
15 given by either party may be changed by written notice given in
16 accordance with the notice provisions of this section. As of the
17 date of this AGREEMENT, the addresses of the parties are as follows:

18 DISTRICT: San Ysidro School District
4350 Otay Mesa Road
19 San Ysidro, California 92173
Attn: _____

20 SUPERINTENDENT: Orange County Superintendent of Schools
21 200 Kalmus Drive
Costa Mesa, California 92626
22 Attn: Patricia McCaughey

23 21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
24 redress for violation of, or to insist upon, the strict performance
25 of any term or condition of this AGREEMENT shall not be deemed a
waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such
2 term or condition.

3 22.0 SEVERABILITY. If any term, condition or provision of this
4 AGREEMENT is held by a court of competent jurisdiction to be
5 invalid, void, or unenforceable, the remaining provisions will
6 nevertheless continue in full force and effect, and shall not be
7 affected, impaired or invalidated in any way.

8 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
9 shall be governed by the laws of the State of California with venue
10 in Orange County, California.

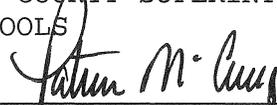
11 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
12 attached hereto constitute the entire agreement among the Parties to
13 it and supercedes any prior or contemporaneous understanding or
14 agreement with respect to the services contemplated, and may be
15 amended only by a written amendment executed by both Parties to the
16 AGREEMENT.

17 IN WITNESS WHEREOF, the Parties hereto set their hands.

18 DISTRICT: SAN YSIDRO SCHOOL
19 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

19 BY: _____
20 Authorized Signature

BY:  _____
Authorized Signature

21 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

22 TITLE: _____

TITLE: Coordinator

23 DATE: _____

DATE: April 4, 2016

24 FEDERAL IDENTIFICATION NUMBER

25 San Ysidro SD-MAA 2016-2017(42851)/ZIP4

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2016-2017**

1. DISTRICT/SCHOOL

District/School Name County

Claiming Unit:
If different than name above.

2. DISTRICT SMAA COORDINATOR

Name District Job Title

Street Address City, State, Zip

Mailing Address (if different than street address) City, State, Zip

Phone (please include extension) Fax Email

3. SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name District Job Title

Phone (please include extension) Fax Email

Check box for this person to be included in communications.

4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE

Name District Job Title

Phone (please include extension) Fax Email

Check box for this person to be included in communications.

5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Name District Job Title

Phone (please include extension) Fax Email

Check box for this person to be included in communications.

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2016-2017**

Appendix A

6. DATES SMAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2016: _____ July 2016: _____
August 2016 _____ September 2016: _____

Name of Alternate District Contact during summer (June–September, 2016)

Phone

Email

7. FIRST STUDENT ATTENDANCE DATE(S) _____, 2016 _____, 2016

8. STUDENT ATTENDANCE BREAKS Winter: _____ to _____, 2017

Spring: _____ to _____, 2017

9. SMAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR

Company Name

Contact

Contact Job Title

Mailing Address

City, State, Zip

Phone

Fax

Email

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

APPENDIX B

State RMTS Software Platform Fees

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). Contract term is for a period of three years ending June 30, 2017. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

Quarter	Monthly Rate/Participant
Q1: July - September	\$0.25/participant/month
Q2: October - December	\$0.50/ participant/month
Q3: January - March	\$0.50/ participant/month
Q4: April - June	\$0.50/ participant/month

SUPERINTENDENT'S Administrative Support Optional Service Fees

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be added to the Administrative Support Fee percentage.

SUPERINTENDENT will assist DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Tape Match percentage".

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2016 - June 30, 2017
------------------------------	-----------------------------	------------------------------

Name:
District:

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LIFETOUCH NATIONAL SCHOOL STUDIOS AGREEMENT

BACKGROUND INFORMATION:

Lifetouch National School Studios (LifeTouch) has been providing school districts with school portraits and other complimentary services for students and staff. Services are provided District-wide and may vary from school-to-school based on selected services by District and/or principal's choice. In turn, District schools receive a commission for portrait packages that are sold.

In 2015, Leal & Trejo, legal counsel conducted the negotiations on behalf of the District and both parties have approved the final terms of the agreement. The same terms will be used for 2016-17.

RECOMMENDATION:

Approve the agreement with Lifetouch National School Studios for school year 2016-17.

Renewal New Amendment Ratify Other

Business Services Reviewed: JFM

Financial Implications?

Yes No

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

Yes No

Requisition # from PeopleSoft:

Commission
(Amount)

School 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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of May, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Lifetouch National School Studios			(858) 693-9197	
Company/Consultant			Phone Number	
9682 Via Excelencia #103	San Diego	CA	92126	sandiego@lifetouch.com
Mailing Address	City	State	Zip Code	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: 07-01-16 To: 06-30-17

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

2 FEES AND PAYMENTS

2.1 FEES – Not Applicable

District shall pay Consultant for the specified services in an amount not to exceed \$Not Applicable during this contract term.

2.2 PAYMENTS – Not Applicable (**Commission will be paid to participating District sites as per Exhibit A.**)

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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required 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 CONTRACTOR & ADDITIONAL PERSONNEL

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

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant 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.

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

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

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

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

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

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

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

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

(e) A Separation of Insured’s; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured’s provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor 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 thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

(1) All materials and data, including but not limited to, data on electronic or magnetic media and any materials, documents and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall have a non-exclusive license to use such materials, documents and data and 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. Notwithstanding the foregoing, Consultant shall retain all right, title and interest in the copyright to photographs it captures.

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

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable 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's 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,

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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 _____ . [INITIAL HERE]

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

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 or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid, addressed to the following entities.

CONSULTANT:	Firm Name:	<u>LIFETOUCH NATIONAL SCHOOL STUDIOS</u>
	Attention:	<u>Craig E. Geraci (Local Owner/Territory Manager and Jennifer Roa (Sales Professional)</u>
	Street Address:	<u>9682 Via Excelencia #103</u>
	City, State, Zip	<u>San Diego, CA 92126</u>
	Email Address:	<u>sandiego@lifetouch.com / jroa@lifetouch.com</u>
	Telephone:	<u>(858) 693-9197 / (858)693-9197</u>

DISTRICT: SAN YSIDRO SCHOOL DISTRICT
J. Arturo Sanchez Macias
Deputy Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476

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 entity on behalf of which his or her signature is made.

CONSULTANT

SAN YSIDRO SCHOOL DISTRICT

Lifetouch National School Studios
Firm Name

Signature of Authorized Agent

Craig E. Geraci, Local Owner / Territory Manager
Print Name, Title

Federal Tax ID Number

Phone Number

Signature of Superintendent or C

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

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 subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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 Portrait Agreement

Thank you for allowing Lifetouch to partner with the San Ysidro School District. The terms of our agreement will be for the duration of the 2016-2017 school year.

We look forward to continuing our longstanding partnership with your entire district and creating beautiful portrait memories by providing professionally organized, state of the art services that your board, administration, staff, students and parents deserve.

Thank you again for this opportunity and your partnership.

Kind Regards,

Craig E. Geraci
Local Owner/Territory Manager
Lifetouch National School Studios
9682 Via Excelencia #103
San Diego, CA 92126
858-693-9197
sandiego@lifetouch.com

Proposal Specifics

Upon your approval of this agreement, the specific portrait programs selected, photo dates, camera allotments and complimentary school services to be provided will all be documented on a separate Lifetouch Portrait Document and submitted for each school site's Principal's signature. Each school will be given a copy of their document for their records.

In summary, the following is a list of Commissions and Complimentary Services given to your schools based on this proposal.

Agreement Term

The terms of our agreement will be for (1) one year (2016-2017 school year).

Photography Events to be performed

Fall Underclass ID Card Days

Fall Underclass Portraits

Spring Underclass Portraits

Panoramic Portraits

SmileStones Program Certificate and Folios

Yearbook

Commissions/Details

Fall Underclass Photography: \$1.00 per package purchased

Spring Underclass Photography: \$1.00 per subject photographed

Smilestones Program Certificate and Folios – complimentary (A \$5.00 value per student)

Authorized District Rep. (Print Name)

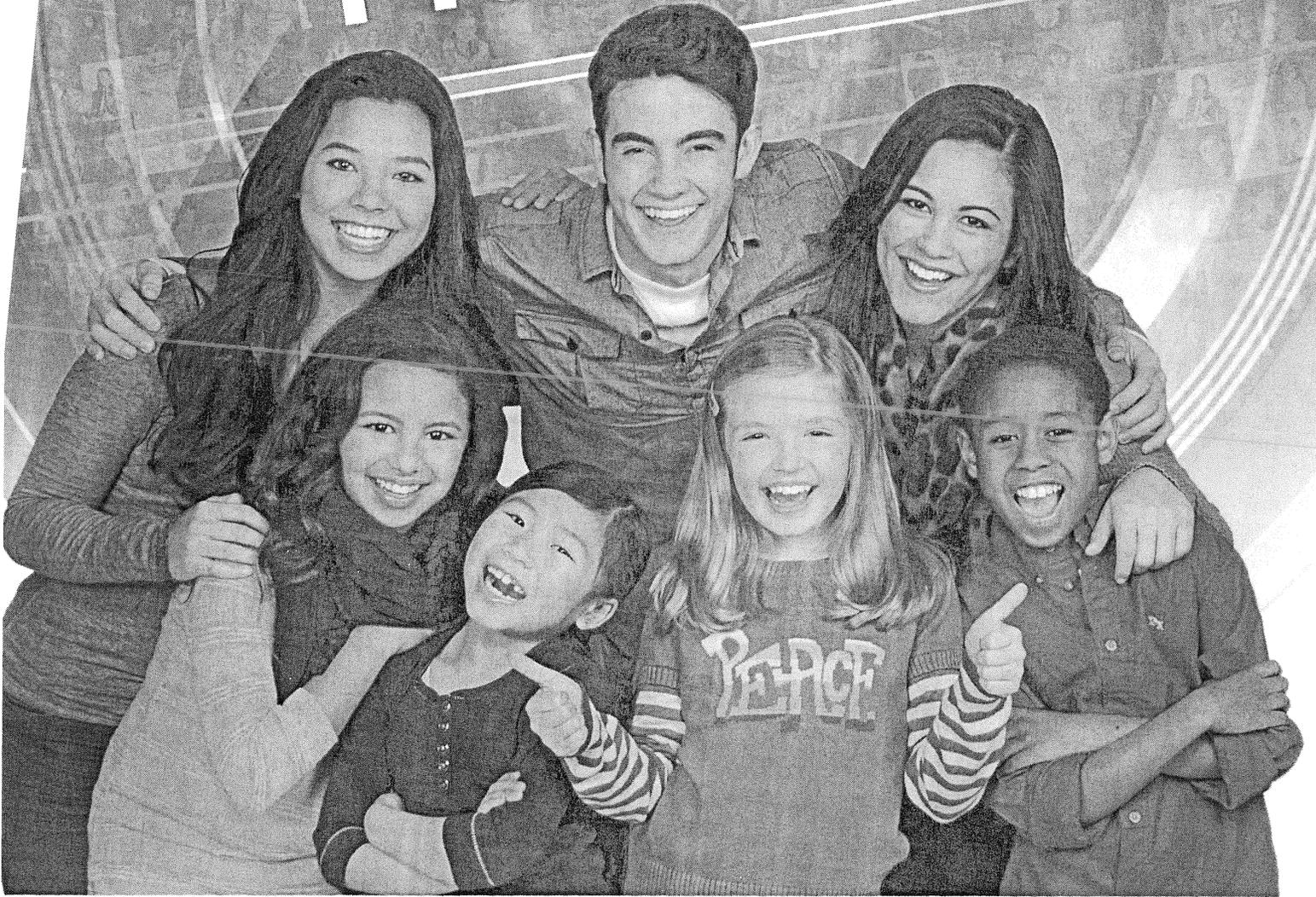
Authorized District Rep. (Signature)

Craig E. Geraci

Date: **04/22/2016**

Date:

Lifetouch... Picture More



San Ysidro School District
School Photography Proposal
April 22, 2016

Lifetouch School Portraits • 9682 Via Excelencia Suite 103, San Diego, CA 92126 • 858-693-9197



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School Portraits

Lifetouch Quick Reference Guide

1. Programs and Services Provided by Lifetouch

- Programs
- Lifetouch Proprietary X1 Portrait Technology
- Make-Up Day
- Re-take Day
- SmileSafe Card Program
- Milestones Graduation/Commencement/Continuation Program
- Partners in Education Program
- Spring Family Approval and Pre-pay Programs
- Class Pictures – Traditional or Composite
- Panoramic, Sports, Dances and Special Event Photography
- Yearbook

- Services
- Administrator/Image CD
- Yearbook Image Upload
- Middle School ID Services
- Color Portrait Strips
- Class Directories
- Principal Albums
- Staff/Volunteer Portrait Packages
- Family Discounts
- District Board Photographs and ID Cards (8x10 Individual)

2. Lifetouch Highlights

- Employee Owned Company
- Your Local Lifetouch
- Local and National Customer Service and Support
- 100% Customer Satisfaction Guarantee
- Employee LiveScan and Background Checks Requirement
- Lifetouch No Touch Posing Policy
- Portrait Day Advertising
- Online Ordering Available
- Package Verification List
- Pre-Printed Name Camera Cards
- Package Sort

PROGRAM DESCRIPTIONS

1. Lifetouch Proprietary X1 Portrait Technology

- Lifetouch proprietary X1 portrait technology – “Single Capture” System or our LDX Camera System will be used to photograph your schools.
- This method requires each student to be photographed only one time (single capture) which ensures a faster, smoother picture day experience.
- This single image will be used to produce an ID card, and all of the school’s service items, picture package, and a yearbook flow CD.
- Many economical packages are available to choose from including a low entry level platform to help all families participate.
- Over 150 different background choices are available online with the X1 Platform.
- Online ordering is available on the X1 Platform.
- Lifetouch will provide ALL flyers and promotional materials to you for your school picture days.

2. Camera Stations

- Lifetouch will provide camera stations to facilitate the photography of all students in a timely fashion based on a combination of the following (in no particular order) which are to be decided upon together prior to picture day:
 - i. Your school’s enrollment
 - ii. Your school’s picture day schedule preference
 - iii. The process by which the students will come to the camera
 - iv. A Lifetouch calculation of max capacity per camera.
- Please note that regardless of camera platform used, up to 375 subjects per camera per day are possible via Lifetouch proprietary systems. (As an example, a school with 1000 students would require approximately 3 cameras).

3. Make-Up Day

- Lifetouch is proud to announce that it will provide a “Make-Up Day” for those students that did not attend the original picture dates.
- After registration and prior to your Make-Up Day, Lifetouch will provide to your school either a list of all students photographed or a list of students not photographed; (whichever you prefer) to keep them informed with the process and who remains to be photographed.
- The number of cameras allocated for Make-Up Day will depend on the amount of students that were *not photographed* at registration days.

4. Re-Take Day

- Lifetouch is proud to announce that it will provide a “Re-Take Day” for those that may not have been completely satisfied with their child’s first portrait. Re-take Day is scheduled for shortly after the picture packages are received at your school.

5. SmileSafe Card Program

- Lifetouch has partnered with the National Center for Missing and Exploited Children (NCMEC) to provide your schools with complimentary SmileSafe Kids Safety ID Cards to the families of every student photographed; whether they purchase a portrait or not.
- This is the ONLY safety card program that is directly connected to the NCMEC and the Amber Alert System.
- Lifetouch is proud to say that as of today's date, our SmileSafe Kids Program has been involved in over 1500 searches and reunited over 40 children with their families; 8 of which were in the state of California alone.

6. Smilestones Program

- Lifetouch will provide a complimentary leatherette folio along with a photo and certificate for each of your Kindergarten or any transition graduating class.
- Your school has the choice of photographing their students in either cap and gown, gown only, or dress attire.
- This is a Spring Family Approval portrait program where each parent will receive a package and have the choice of either order the portraits they like or return them to us.
- Folios and certificates (a \$5 value) are given complimentary to each school in lieu of commission.

7. Partners in Education Program

- Lifetouch is truly a school partner and not simply a "photo vendor". We are the leader in the industry in partnering with schools to promote student recognition, safety and self-esteem. We offer a wide variety of student recognition awards and motivational, self-esteem building materials furnished to schools on a complimentary basis.

8. Spring Family Approval Program

- Lifetouch offers studio style portraits with varied backgrounds, creating the casual look and pose that both parents *and* students love.
- With our family approval program, every student is photographed and receives a complete picture package to take home for "family approval" prior to payment. Parents pay only for pictures they want – there is no obligation.
- This very popular program is also a fundraiser for the PTA or school, providing \$1.00 per student photographed.

9. Class Pictures – Traditional or Composite

- Lifetouch offers each Elementary School with a choice of either a traditional class group picture (classroom photographed standing and on risers) or a digital class composite (individual student photos used to create a class photo) with absentees able to be added.

10. Panoramic, Sports, Dances and Special Events Photography

- Lifetouch has an outstanding Special Events Department and Sports Department. We look forward to providing you schools with the highest quality in dance, sports, panoramic and special event photography.
- Online ordering is available for all special events listed above using our website, www.lifetouchevents.com

SERVICES DESCRIPTIONS

1. Administrative and Image CD ROM

- An Imagestream CD will be provided to each of your schools no more than 3 weeks after their make-up picture day.
- This CD is compatible with all administrative software systems and will easily upload images into each school's administration software program.
- It is also a stand-alone program with a database manager and selection of templates that can be used to create a variety of useful items such as: additional directories, business cards, Achievement Certificates, bar-coding labels, field trip rosters...and much, much more.
- Local support is also available.

2. Yearbook Image Upload to Lifetouch Yearbook Site

- Images will be automatically uploaded to Lifetouch's yearbook website.

3. Middle School Identification Cards

- Lifetouch offers Custom Designed Hard Card Security ID's and service that is compatible with your school's bar coding and software needs.
- ID's can be custom designed using school colors, mascot images and logos.
- ID's may be produced by our plant or in instant format, depending on the school's specific needs.

4. Color Portrait Strips

- Lifetouch provides five color portraits of each student photographed for office use, classroom projects, and for use with Lifetouch "Partner in Education" Program. Each picture is positively identified with student's name and grade. Four prints have self-adhesive tape.

5. Class Directories

- We will provide a class directory for each middle school of all the students photographed. The portraits in this book are full color, can be sorted alphabetically by school or grade and contain an index to quickly identify students.

6. Principal's Album

- Lifetouch personalizes an album with the school name and school year. This Principal's Album contains all staff and class pictures.
- Each elementary school will receive the album when school pictures are delivered.

7. Complimentary Staff/Parent Volunteer Portrait Packages

- Lifetouch provides each staff member with a complimentary portrait package, including their class portrait.
- Lifetouch also provides a complimentary portrait package of their children to parent volunteers, PTA or similar groups that personally assist Lifetouch on picture day.

8. Family Discounts

- Lifetouch offers a family plan to parents with three or more children attending the same school. Parents purchasing picture packages at regular price for two children may purchase any additional package of equal or lessor value for \$1.00.

9. District Board Photographs

- Lifetouch will photograph, at no cost, a group picture of the San Ysidro School Board. A color 8 x 10 picture will be furnished to the district office.

LIFETOUCH HIGHLIGHTS

1. Employee Owned

- Lifetouch has been preserving memories since 1936, committed to providing the highest level of portrait quality and service. Lifetouch is an employee owned company and has a personal interest in every aspect of our business. We care and it shows...in the portraits we take, in our attention to the details and in the services we provide to our customers.

2. We are Local

- Our Mira Mesa office supports your schools with over 150 local staff members and photographers in the peak season. We only serve San Diego County and our customers are supported not only by this team, but by our photo lab in Chico, California and our head office in Minneapolis, MN as well.

3. Customer Service and Support

- It is important to note that Lifetouch customers receive the benefit and support of an established company and the personal feel of a local business that invests in its local community and can respond to the varied needs of each customer.
- Your schools are supported by your local Lifetouch Sales Professional, our local customer service office, as well as our National Call Center located in Minneapolis, MN.
- Lifetouch proudly displays our office phone number, email address and web address on all flyers, notices and packages sent to the student and school so that any questions will be directed to our office and not the school office should any issues arise.
- We also provide your schools with complimentary custom Customer Service Notepads.
- We believe part of our responsibility is to take the school out of the picture business.

4. 100% Customer Satisfaction Guarantee

- Lifetouch guarantees 100% customer satisfaction of our product through 2 methods; re-take or refund in full. Our customer service staff is available to satisfy all customer concerns and questions.
- Customer service is available in Spanish as well.

5. Required 3 Point Employee Background Checks

- Lifetouch takes the safety of your students and staff as a serious priority. We are pro-active in conforming to state law by requiring every employee to be fingerprinted through LiveScan and perform a full level criminal background check as well as driver's license clearance/check.

6. No Touch Posing Policy

- Lifetouch believes in child safety and security. As part of our commitment to this endeavor, Lifetouch has instilled a "No Touch" posing policy. Lifetouch photographers are carefully trained how to pose each student using verbal cues and hand gestures rather than touching students. We believe we play an important role in child safety and keeping the children at ease in order to get that perfect smile!

7. Portrait Day Advertising

- Lifetouch personalizes flyers and posters with each school's name, day and date of pictures along with picture package options, prices and instructions in both English and in Spanish.
- Along with these materials and confirmations, complete instructions displaying the picture day procedures are sent to office staff, parent helpers and teachers at each school least two weeks prior to picture day.

8. Online Ordering

- Combined with our new X1 Portrait Technology comes the ability for parents to now order their child's portraits online. Not only is it easier than ever to participate in our portrait program, with online ordering parents and students are given a world of new options including over 150 custom backgrounds to choose from!

9. Package Verification List

- Lifetouch provides a list of all students photographed to your school indicating which package was purchased and the exact contents of each package. Both our office and the school office receive this list as receipt of the packages photographed, purchased and delivered.

10. Pre-Printed Student Name Camera Cards

- Lifetouch professionally prints all students' names on computerized camera cards for positive identification. These cards are used in the photographic process to insure the utmost accuracy in package and service item identification.

11. Package Sort

- Lifetouch delivers all Elementary School packages sorted and bundled by teacher for the hassle free distribution of pictures to students.
- Lifetouch delivers all Middle School packages and services sorted by alpha and grade, period, or homeroom – eliminating and guesswork for distribution of pictures and services to students.

ADDITIONAL INFORMATION.

- Program commissions:
Per our discussions and district request, Lifetouch will provide a \$1.00 per package purchased (pre-pay programs) or \$1.00 per each student photographed (family approval program) in spring. Commissions are to be awarded to each school that is participating.
- The District agrees to provide required student data via electronic file to Lifetouch each season in order to perform the products and services as in accordance with this agreement. Required student data may include: Student name, ID number, grade, teacher name or number, and teacher/period and will be requested directly by Lifetouch San Diego office or uploaded directly to/from our Lifetouch Host Portal Website.
- Lifetouch Parent Notify Email System will be used to facilitate picture day emails to aide in increasing program participation in conjunction to any existing school communication systems. These emails can be initiated by Lifetouch, your district or your school sites.
- In order to be able to continue to offer the complimentary services and items listed in the scope of this proposal, Lifetouch requests the assistance of the School District, as well as each of its school sites, to aide in the promotion of each picture day. Use of programs such as “red alert”, and “peach jar” as well as any additional email, telephone, website or newsletter notices are appreciated.
- Lifetouch is and has continued to be in good standing with the Better Business Bureau for over 30 years.

School Portrait Agreement

This Agreement is for 2016-17 Year(s)		Lifetouch Contact Information			
School Name		Rep Name			
Address		Enrollment		LID #:	
City		Phone		Fax	
State / Province		Postal Code		Email	
Phone		Fax		Website	
Principal		Phone		Email	
Secretary		Phone		Email	
Yearbook Advisor		Phone		Email	
Data Coordinator		Phone		Email	
Other Contact		Phone		Email	

Fall	Program:	Subjects	Cameras	Payment Methods
1st Date:				
2nd Date:				
3rd Date:				
4th Date:				

Spring	Program:	Subjects	Cameras	Payment Methods
1st Date:				
2nd Date:				

Other	Program:	Date	Subjects	Cameras	Payment Methods
Other:					

Yearbook	Program:	All Color B&W Hard Cover Soft Cover ZOOM
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Miscellaneous	Colors / Mascot:	School Software:
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District Technical Contact:		
Phone:		Email:

Notes / Special Instructions

Administrator's CD
 Color Portrait Strips
 SmileSafe cards
 Principal's album
 ID cards, volunteer badges

Lifetouch Photography is hereby authorized to begin organization and planning as the official School Photographer for the terms listed above, and for the number of years as indicated. PER AGREEMENT No.: SC-16-0251-19

As the authorized representative of Lifetouch, I agree to:
 1. Guarantee a professional, organized, on time photography session.
 2. Work at all times toward the benefit of Students and Faculty.
 3. Provide all Staff necessary to professionally finish on time.
 4. Guarantee knowledgeable, constant communication.

School Representative	Lifetouch Representative	Date
-----------------------	--------------------------	------

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Nadia Aviles, Interim Director

AGENDA ITEM: AGREEMENT WITH GREGORY BAER - ADAPTIVE PHYSICAL
EDUCATION CONSULTANT FOR 2016-2017

BACKGROUND INFORMATION:

Due to the existing need to provide students who cannot normally benefit from and/or participate in regular, modified or specially designed physical education, it is necessary to hire a Consultant for Adapted Physical Education (APE). The APE Consultant will provide adapted motor coordination and sensory motor experiences by modifying and adapting the physical education curriculum to the needs of students with handicapping conditions. The cost implication for these services is \$208.00 per diem.

RECOMMENDATION:

Approve the agreement with Gregory Baer as an Adaptive Physical Education Consultant for school year 2016-2017 not to exceed \$40,000 from Special Education funds.

Renewal New Amendment Ratify Other Business Services Reviewed:

Financial Implications?

Yes No

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

Yes No

Requisition # from PeopleSoft:

Not to exceed
\$40,000.00

(Amount)

Special Education

(Name of funding source and/or location)

0600-6500-5001-3900-5600-005-052

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of July 2016, by and between the San Ysidro School District, hereinafter called the "District", and

<u>Gregory Baer</u>	<u>(858) 525-1907</u>
Company/Consultant	Phone Number
<u>5990 Avenorra Dr., La Mesa, CA 91942</u>	<u>beachbaer@cox.net</u>
Mailing Address	City State Zip Code Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 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.

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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required 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 CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant 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.

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

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

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

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

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor 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.

12B.10

(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 entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable 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 not waiving this requirement.**

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

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:	
Name:	Gregory Baer
Title:	Adaptive Physical Education Consultant
Address:	5990 AvenorraDr.
City/State/Zip code:	La Mesa, CA 91942
Telephone:	(858) 525-1907
Email:	beachbaer@cox.net

DISTRICT: San Ysidro School District
J. Arturo Sanchez Macias
Deputy Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Federal Tax ID Number

Phone Number

Signature of Superintendent or Asst. Supt of Business

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

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 subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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 APE Consultant will provide adapted motor coordination and sensory motor experiences by modifying and adapting the physical education curriculum to the needs of students with handicapping conditions.

50 students enrolled with Adapted Physical Education services

\$208.00 per diem x 180 days

Not to exceed: \$40,000.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Nadia Aviles, Interim Director

AGENDA ITEM: AGREEMENT WITH PAMELA MCDANIEL - ADAPTIVE PHYSICAL
EDUCATION CONSULTANT FOR 2016-2017

BACKGROUND INFORMATION:

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

RECOMMENDATION:

Approve the agreement with Pamela McDaniel as an Adaptive Physical Education Consultant for school year 2016-2017 at an amount not to exceed \$10,000.00 from Special Education funds.

Renewal New Amendment Ratify Other Business Services Reviewed:

Financial Implications?

Yes No

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

Yes No

Requisition # from PeopleSoft:

Not to exceed
\$10,000.00

(Amount)

Special Education

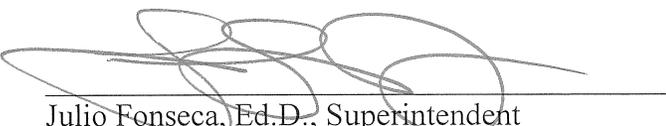
(Name of funding source and/or location)

0600-6500-5001-3900-5600-005-052

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 1st day of July 2016, by and between the San Ysidro School District, hereinafter called the "District", and

<u>Pamela McDaniel</u>	<u>(619) 379-6470</u>
Company/Consultant	Phone Number
<u>11270 ½ Portobelo Dr., San Diego, CA 92124</u>	<u>pmcdaniel2009@yahoo.com</u>
Mailing Address	City State Zip Code Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 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.

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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required 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 CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant 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.

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

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

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

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

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor 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.

12B.11

(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 entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as direct by District.

5.5 SAFETY

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 not waiving these requirements.**

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

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:	
Name:	Pamela McDaniel
Title:	Adaptive Physical Education Consultant
Address:	11270 1/2 Portobelo Dr.
City/State/Zip code:	San Diego, CA 92124
Telephone:	(619) 379-6470
Email:	pmcdaniel2009@yahoo.com

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

SAN YSIDRO SCHOOL DISTRICT

Firm Name

Signature of Authorized Agent

Print Name, Title

Federal Tax ID Number

Phone Number

Signature of Superintendent or Asst. Supt of Business

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

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 subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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 APE Consultant will provide initial and triennial assessments for students who require APE evaluations, and be a part of IEP meetings to present assessment results and students' progress.

COST IMPLICATION:

Calculation is based on enrolled students with APE services excluding 8th graders.

- 55 students enrolled with APE services
- \$50 per hour
- \$175.00 per student x 18 students - for initial & triennial assessments
 - 3.5 hours for each student to complete initial or triennial evaluations.
- \$50.00 per student x 55 students - for writing benchmarks and attending IEP Meetings.

Not to exceed total: \$10,000.00

**PROFESSIONAL SERVICES AGREEMENT
WITH
PAMELA McDANIEL**

For Adaptive Physical Education Consultant Services

AMENDMENT NO. 2

This AMENDMENT is made effective on May 12, 2016, and it is made by and between Pamela McDaniel hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

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

WHEREAS, the Consultant and District's current agreement dated September 25, 2015 and amended agreement dated March 11, 2016 currently provides services initial and triennial assessments for students who require Adaptive Physical Education (APE) evaluations and participates in IEP meetings to present assessment results and students' progress.

WHEREAS, the District would like to include additional services such as initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost not to exceed \$3,000.00.

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

Per Section 5.8 of original agreement:

The District would like to amend the services being provided by Consultant as stated above and request an increase of \$3,000.00 to original contract. The new contract not to exceed amount is \$12,700. All other terms and conditions on original agreement dated September 25, 2015 and amended agreement dated March 11, 2016 remain the same.

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

CONSULTANT:

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

DISTRICT:

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

Signature

Pamela McDaniel
Name & Title

Email

Date signed

Signature

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

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

Date signed

12B.12
Page 1 of 1

Board approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: SCHOOL INNOVATIONS AND ADVOCACY INC. AGREEMENT FOR
MANDATED BLOCK GRANT PROGRAM

BACKGROUND INFORMATION:

School Innovations and Advocacy Inc. has been assisting the San Ysidro School District since 2007, with the preparation and filing of reimbursement claims for the Mandate Reimbursement Process Program which is legislatively mandated by the State of California, as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program.

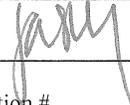
In 2014-15, the District generated a total of \$176,310 in reimbursable claims from the State of California with School Innovations and Advocacy Inc. (SI&A) providing services related to coordination, accumulation of documentation, and submission of claims relating to Mandated Cost Reimbursements.

For fiscal year 2015-16, the District selected to use the Mandated Block Grant option which allows districts to obtain a set reimbursement amount, instead of submitting a Mandated Cost Reimbursement Claims that are paid when funds become available and might take several years to be reimbursed. Administration recommends to retain the services of School Innovations and Advocacy Inc. for fiscal year 2016-17 in order to continue receiving SI&A services without delay for reports covering 2015-16 fiscal year.

RECOMMENDATION:

Approve the agreement with School Innovations and Advocacy Inc. for Mandated Block Grant Program services for 2016-17.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$16,300

(Amount)

General Fund offset by
Mandate Revenue received

(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



GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
SAN YSIDRO SCHOOL DISTRICT

THIS AGREEMENT, dated _____, 2016, (the “Agreement”) is made by and between San Ysidro School District (“District”), and School Innovations & Achievement, a California corporation (“SI&A”), each being a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, District is authorized to retain consulting services to assist District in the preparation and filing of reimbursement claims for the costs of the Mandate Reimbursement Process Program, legislatively mandated by the State of California (“State”), as well as an assessment of compliance practices in place as it relates to the Mandated Block Grant Program, and SI&A is qualified to perform such services; and

WHEREAS, it is necessary and desirable that SI&A be retained by District for the purpose of performing consulting services;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period.** The Agreement period begins July 1, 2016 (the “Effective Date”) and will automatically expire on June 30, 2017 (the “Expiration Date”).
2. **Base Services.** SI&A agrees to provide District the following consulting services (“Services”) during the Agreement Period:
 - (a) Prepare and file (based on the District’s Participation Status in the Mandate Block Grant Program, with information provided by the District):
 - (1) Any applicable prior year reimbursement claims based on program participation;
 - (2) Late and amended reimbursement claims, based on program participation; and
 - (3) Newly claimable programs approved by the Commission on State Mandates (“Commission”) if the filing deadline is within the Agreement Period.
 - (b) Hold training sessions for District’s staff during the Agreement Period, as necessary or appropriate (as reasonably determined by SI&A);

- (c) Provide access to interactive professional development training sessions for District and school site staff on a variety of essential programs via a web-based training platform;
- (d) Conduct interviews with District staff and document processes regarding mandate programs;
- (e) Provide interim and annual reports on:
 - (1) Program performance;
 - (2) Claim performance for all applicable claims; and
 - (3) Analysis comparing Mandated Program options in preparation for the Districts yearly program election decision.
- (f) Monitor District's mandated cost tracking systems;
- (g) Research and assist District with data collection for test claims approved by the Commission during the Agreement Period;
- (h) Serve as a liaison with the State Controller's Office and Commission regarding
 - (i) statewide cost estimate request responses, and (ii) general questions from the State Controller's Office;
- (i) Provide representation of District with respect to any State audit of mandate reimbursement claims that were prepared and submitted with SI&A's assistance pursuant to this Agreement, unless prior to claim submission SI&A advised District that SI&A would not provide audit assistance, due to potentially unresolved audit issues (such as documentation or data problems) or claim rejection concerns; and
- (j) Free access to Cabinet Report. Cabinet Report is an online education-news publication that provides news coverage critical to education practices and administration, our reporting is aimed at an audience of educators, school administrators and policy-makers.

3. Optional Services.

SiteServSM (SiteServ) Services

In addition to the Software and Services outlined in the Base Program above, District may elect to include SiteServ services listed on Exhibit B. District will be responsible for paying the Base Program fee plus the cost of SiteServ as defined in Exhibit B.

4. District's Obligations.

4.1 District Responsibilities and Obligations. District shall be responsible for the following:

- (a) ensuring District has record retention policies sufficient to maintain original documentation used in support of claims (for audit or examination by any State or regulatory agency); and
- (b) maintaining original supporting documents for a period of four (4) years after the State's first payment of the claim; and (c) District shall provide SI&A all records and information relevant to any claim in a timely manner and contact information for District's personnel to whom SI&A may direct inquiries. District understands and agrees that the results of SI&A's

inquiries, the documentation obtained from District and other corroborating information may be used by SI&A for filing and/or supporting the reimbursement claims, or responding to audits or investigations.

4.2 Claim Approval. Upon presentation of a claim for District's approval, District agrees to review the claim and respond to SI&A by either: (a) certifying to SI&A, under penalties of perjury, that the time, costs and other data collected by District and furnished to SI&A in support of the claim are true and correct; or (b) provide SI&A with notice specifying why the foregoing certification may not be true. All notices and certifications must comply with the requirements of Section 4 of the Standard Terms and Conditions.

4.3 For Districts that Elect the Mandate Block Grant. The District acknowledges and agrees that the Good Governance and Program Advisory Services, provided by SI&A, in connection with potential audit matters, consists of providing recommendations and support with forms and back-up documentation collected. It is the District's responsibility to ensure the District's compliance with all mandate block grant requirements.

5. California False Claims Act. District acknowledges that reimbursement claims filed under this Agreement constitute "claims" under the California False Claims Act (California Government Code Section 12650, et seq.) ("False Claims Act") and consequently, District, its employees, contractors and other persons acting on its behalf, may be subject to the provisions of the False Claims Act. Among other things, the False Claims Act imposes liability for treble damages, penalties and costs of civil recovery actions upon persons who "knowingly" present or cause to be presented false claims, or who "knowingly" make or cause to be made false records or statements in support of a claim. Under the False Claims Act, "knowingly" means that a person, with respect to information, has actual knowledge of the information or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information.

6. Payment of Fees.

6.1 Fees. For Services provided pursuant to the terms of this Agreement, as outlined in Section 2, District agrees to pay SI&A \$11,500 for the fiscal year 2016/17 (the "Fee").

6.2 Payment Plan. The Fee is payable in annual or semi-annual installments as indicated below. District must clearly mark one payment plan below. If a plan is not clearly identifiable by SI&A, then District agrees to pay the Fee on an annual basis.

1 annual payment due July 1, 2016.

2 semi-annual payments due July 1, 2016, and January 1, 2017.

6.3 Travel; Lodging Expenses. If SI&A reasonably determines that travel to District's site is necessary, SI&A and District shall schedule mutually convenient dates and times for such meetings. All travel and lodging expenses incurred by SI&A in connection with the Initial Scope of Services are included in the Fee.

7. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

- 8. **Exhibits.** All exhibits referred to in this Agreement are attached and incorporated herein by this reference.
- 9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

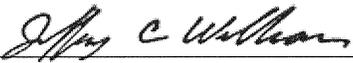
IN WITNESS WHEREOF, the District and SI&A have made and executed this Agreement as set forth below.

SI&A:

DISTRICT:

**SCHOOL INNOVATIONS
& ACHIEVEMENT**

SAN YSIDRO SCHOOL DISTRICT

Signature: 
 Date Signed: 4/20/2016
 Print Name: Jeffrey C. Williams
 Title: Chief Executive Officer
 Company: School Innovations & Achievement
 Address: 5200 Golden Foothill Parkway
El Dorado Hills, CA 95762
 Phone: (800) 487-9234
 Fax: (888) 487-6441

Signature: _____
 Date Signed: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____
 Fax: _____
 Email: _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor.** SI&A's services described in the Agreement (the "Services") detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The Parties agree that School Innovations & Achievement is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Termination.** Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 2, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 2.
3. **Termination Due to Changes in State Law.** If Legislation is enacted that eliminates or suspends K-12 education mandates, thereby making the filing of mandate reimbursement claims impossible or futile, District may immediately terminate this Agreement. Upon termination, SI&A will invoice District for any Fees owing and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. All other terminations shall be subject to the terms and conditions set forth in Section 2, above.
4. **Notice.** All Agreement notices must be in writing, directed to the Party's address set forth below such Party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A Party may change the address stated in the Agreement by giving notice to the other Party.
5. **District's General Responsibilities; District Acknowledgment.** During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances.** Upon request of the other Party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited.** Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **Family Educational Rights and Privacy Act ("FERPA"); California Education Code.** SI&A may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. SI&A performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. SI&A, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code sections 49073 et seq. and/or sections 76240 et seq. at all times.
9. **Confidential and Proprietary Materials of SI&A.** During performance of the Agreement, SI&A may provide materials or disclose information to District that SI&A considers proprietary or confidential including, but not limited to SI&A's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("SI&A's Materials"). District agrees that District acquires no interest of any kind in SI&A's Materials. At all times during and after the Agreement Period, District agrees (a) to keep SI&A's Materials in confidence and trust for SI&A; (b) not to disclose, duplicate or otherwise use SI&A's Materials, except in furtherance of SI&A's performance per the Agreement; (c) to limit access to SI&A's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of SI&A's Materials to SI&A after a request is made.
10. **Limitation of Liability; Indemnification.** In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. Each Party agrees to defend, hold harmless, and indemnify the other Party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying Party's breach of the terms of this Agreement. In the event that any action or proceeding is brought against a Party by reason of any claim or demand discussed in this Section 10, upon notice from the Party, the indemnifying Party shall defend the action or proceeding at the indemnifying Party's expense, through counsel reasonably satisfactory to the other Party. The obligations to indemnify set forth in this Section 10 shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand. The indemnifying Party's obligations under this Section 10 shall apply regardless of whether the other Party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or by the willful misconduct of the other Party.
11. **Governing Law; Enforcement Costs.** The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a Party's rights or obligations under this Agreement, then the prevailing Party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the Party may be entitled.
12. **Judicial Reference.** In the event a dispute is not resolved through discussions and negotiations among the Parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the Parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The Parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all Parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
13. **Modification; Interpretation; Severability; Construction.** No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both Parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
14. **Waiver.** Either Party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.
15. **Force Majeure.** A Party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other Party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the Party's reasonable control and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

EXHIBIT B – OPTIONAL SERVICES

Accept Decline

_____ _____ **SiteServSM (SiteServ) Services**

Optional SiteServ services include the development of a site service plan for **Eight (8)** school sites (Sites) and provide District the following services during the Agreement Period:

- (a) One (1) on-site visit for training and advisory sessions at each Site;
- (b) Coordinate between District and Sites for data collection;
- (c) Advise and assist each Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State’s mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school’s documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller’s Office;
- (d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date (“New Mandates”) may be authorized during an Agreement Year, SI&A shall incorporate training for New Mandates into SiteServ services if the New Mandates are approved by the State Controller’s Office and the filing deadline falls within the Agreement Period; and
- (e) Include milestones to be achieved by each Site in the site service plan and prepare a district level summary status report showing each Site’s progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. SI&A’s resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

For SiteServ services provided pursuant to the terms of this Agreement, and as an amount added to the Fee set forth in Section 6 of this Agreement (which collectively shall be referred to as the “Fee”), District agrees to pay SI&A **\$4,800** for the fiscal year 2016/17. The Fee is payable as set forth in Section 6 of this Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PROFESSIONAL MEMBERSHIP

BACKGROUND INFORMATION:

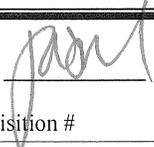
Per the Deputy Superintendent's employment agreement Professional Activities Section 11.A, the District shall pay the membership dues in associations, as well as any community service organizations and/or other relevant local, state or national organizations as recommended by the Superintendent and approved by the Board.

The Superintendent is recommending that the Deputy Superintendent join the California Coalition for Adequate School Housing (C.A.S.H.). Access to these resources will help enhance his governance skills and to fulfill leadership roles to support student success and expand his knowledge of critical issues confronting public education today.

RECOMMENDATION:

Approve/Ratify the membership for J. Arturo Sanchez Macias, Deputy Superintendent to the California Coalition for Adequate School Housing at a cost of \$484.00 from the General Fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ESCAPE TECHNOLOGY SERVICES – DATA EXTRACTION

BACKGROUND INFORMATION:

For many years the District has used the services of Escape Technology that perform administrative functions in the areas of Finance, Human Resources, Payroll and County Office of Education functionality for the California educational organizations. Effective July 1, 2016, a new web-based program (PeopleSoft) will be in place county-wide and the Escape Technology services will no longer be necessary. The Escape Technology Services will end on June 30, 2016.

In order for the District to have access to the information stored in the Escape system, it is necessary to extract the information onto a workable document before the agreement expires. The cost implication is estimated to be \$225 per hour for approximately 14 hours.

RECOMMENDATION:

Approve the proposal with Escape Technology for the extraction of data at the estimated cost of \$3,150 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: *pass*

Financial Implications?

Are funds for this item be available in the 2015-16 Budget?

Requisition # from PeopleSoft:

Yes No

Yes No

Estimated at
\$3,150
(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

Escape Technology
3721 Douglas Blvd, Suite 250
Roseville, CA 95630

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

Attn: Linda Olea

Linda - Outlined below you will find Escape's proposal for extracting data from your Online 5 database. We estimate the work to take 14 hours at our current Professional Services rate of \$225/hour.

Escape will extract the following data from your database:

- HREmployment
- HREmploymentHistory
- HREmploymentNote
- HRPosAssignment
- HRSeniority
- HREducation
- HRCourseSubject
- HREval
- HRPos
- HRPosDtl

This data will be formatted as follows in an Excel workbook:

- There will be a tab for each of the tables above
- The records will be listed in order of the Employee Id or PosId (where applicable)
- Each row in the worksheet will correspond to one record from the database table
- The only change to the record will be the cells containing the lookup codes you see in the software, I will list the code and add the code description for readability

Thank you,
Ramona Marshall
Chief Operating Officer

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 12th day of May, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

<u>Lloyd Pest Control</u>	<u>(619) 344-2307/ Service (800) 223-2847</u>
Company/Consultant	Phone Number
<u>935 Sherman Street, San Diego, CA 92110</u>	<u>anthony.enriquez@lloydpest.com</u>
Mailing Address / City State Zip Code	Account Manager Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: July 1, 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.

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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required 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 CONTRACTOR & ADDITIONAL PERSONNEL

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

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant 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.

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

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

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

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

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor 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 entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

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:	LLOYD PEST CONTROL, LLC
Name:	Anthony Enriquez
Title:	Account Manager
Address:	935 Sherman Street
City/State/Zip code:	San Diego, CA 92110
Telephone:	(619) 344-2307
Email:	Anthony.enriquez@lloydpest.com

DISTRICT: San Ysidro School District
J. Arturo Sanchez Macias
Deputy Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sysd.k12.ca.us

Phone Number (619) 428-4476

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Firm Name

SAN YSIDRO SCHOOL DISTRICT
Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

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

Date:

Date

Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

Lloyd’s Pest Control understands that 24-hour Warning postings and 72-hour Notices to District’s parents and staff are required by California Ed. Code; therefore, Lloyd’s will provide a 2-week notice to the District before performing any monthly/routine service or additional services that are requested by the District.

Furthermore, Lloyd’s Pest Control will provide the Material Safety Data Sheets of the pesticide products they will be using during the school year (July 1 to June 30). This information is to be kept up-to-date at all times.

SCHOOL NAME	ADDRESS	AREAS MONTHLY SERVICED	MONTHLY COST	ANNUAL COST
Smythe School	1880 Smythe Ave	Kitchen Only	\$32.00	\$384.00
La Mirada School	222 Ave De La Madrid	Kitchen Only	\$32.00	\$384.00
Sunset School	3825 Sunset Ln	Kitchen Only	\$32.00	\$384.00
Willow School	226 Willow Rd	Kitchen Only	\$32.00	\$384.00
Ocean View Hills School	4919 Del Sol Blvd	Kitchen Only	\$32.00	\$384.00
Vista Del Mar School	4885 Del Sol Blvd	Kitchen Only	\$32.00	\$384.00
San Ysidro District Offices & Warehouse	4350 Otay Mesa Rd	Outside Rodent Control	\$52.00	\$624.00
San Ysidro Middle School	4345 Otay Mesa Rd	Kitchen Only	\$32.00	\$384.00
Preschool & Child Development Center	1880 Smythe Avenue	No Kitchen		
Sunset Preschool	3825 Sunset Lane	No Kitchen		
				\$3,312.00

ADDITIONAL SERVICES / PRICE SCHEDULE:

The current pricing for San Ysidro School District for monthly maintenance for pest control in the Kitchens at the schools and at the district office/warehouse is indicated above.

Pricing for One-Time Pest Control Services for all schools and district offices should services beyond maintaining the kitchen areas are necessary in an “as needed basis”. All pricing is for normal working hours Monday through Friday, 6:30 a.m.-3:30 p.m. and Saturday 8 a.m.-12 p.m.. After-Hours is available on request only and will be priced on a per case basis by Account Manager.

MAINTENANCE GUARANTEES – *Applies only to the monthly services to kitchens.*

- **7/24 SERVICE** – District will be able to reach a LLOYD customer response center 7 days a week/ 24 hours a day with services provided within 24 hours of service call.
- **RESPONSE GUARANTEE** – District will always be allowed FREE trouble calls. If there are any problems between regular monthly visits, District can call and Lloyd will send someone out at no additional charge per agreement.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

- **RESULTS GUARANTEE** – After 90-days, if Lloyd’s Pest Control is unable to solve a problem to the District’s satisfaction, the next month’s service is free.
- **FINE GUARANTEE** – After 90-days, if District is every fined by the County Health Department or other government agency for Lloyd’s Pest Control inability to remove an infestation of roaches or rodents, Lloyd Pest Control will reimburse District for the full amount of the fine.
- **CUSTOMER GUARANTEE** – In order to keep the above guarantees in effect, District agrees to correct conditions that are reported that are found to be deficient and inconsistent with proper sanitation and; therefore, may lead to pest infestations. The District is entitled to these benefits/guarantees when the District complies with these conditions and maintains a current payment of service account. Failure to do so will void the above guarantees.

ONE-TIME WORK SERVICES & FEES:

All of the One-Time Work is given with a 30-Day Guarantee with the exception of Bee Service Treatments.

Ants, Roaches, Silverfish, Earwigs, Fleas

- \$125 - \$145 minimum
- Price will be determined by square footage and amount of buildings

Rodents

- \$195 - \$250 minimum
- Price will be determined by square footage and amount of buildings

Bird Mites

- \$350
- Price may be subject to adjustment if treatment area is on a larger scale above normal treatment footprint from past history. Account Manager will inspect and advise if price needs adjustment

Gophers

School	Monthly Maintenance Fee (twice a month service)
Willow School	\$425
Vista Del Mar School	\$425

- Additional sites will be based on quoted price at time of need.

Bees

- \$150 - \$175 minimum (one or two story)
- If Bee hive is above 25ft. price will be quoted by Account Manager

Contact Person:

Anthony Enriquez, Account Manager

LLOYD PEST CONTROL / www.lloydpest.com / Direct: 619-344-2307 | Service: 800-570-2847

Approved by: DISTRICT: _____ LLOYD PEST CONTROL: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 2015 TEAM NUTRITION TRAINING GRANT AWARD
FOR SMARTER LUNCHROOMS

BACKGROUND INFORMATION:

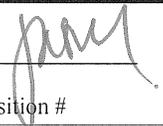
The California Department of Education's, Nutrition Services Division started the Smarter Lunchrooms Movement in 2009 with the goal of creating sustainable research-based lunchrooms that guide smarter choices. It is a grassroots movement of those concerned with the way children eat and wish to change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

The District's Nutrition Services Department was awarded the United States Department of Agriculture (USDA) Smarter Lunchroom Grant in the amount of \$13,600 for implementation at Smythe and Vista Del Mar Elementary Schools.

RECOMMENDATION:

Acceptance of the 2015 Team Nutrition Training Grant Award in the amount of \$13,600 for Smarter Lunchrooms implementation at Smythe and Vista Del Mar Schools.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

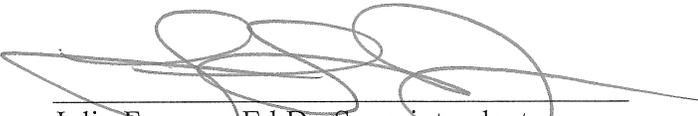
Revenue
\$13,600
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

Grant Award Notification

GRANTEE NAME AND ADDRESS Pamela Lambert, Director San Ysidro Elementary School District 4350 Otay Mesa Road San Ysidro, CA 92173				CDE GRANT NUMBER					
				FY	PCA	Vendor Number	Suffix		
				15	15332	6837	00		
Attention Pamela Lambert				STANDARDIZED ACCOUNT CODE STRUCTURE				COUNTY	
Program Office Nutrition Services				Resource Code		Revenue Object Code		San Diego	
Telephone 760-533-6284				5454		8290		INDEX	
Name of Grant Program 2015 Team Nutrition Training Grant Program								0190	
GRANT DETAILS		Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date	
		\$13,600.00		\$13,600.00		0	3-01-16	6-30-17	
CFDA Number	Federal Grant Number	Federal Grant Name				Federal Agency			
10.574	8CA300150	Team Nutrition Training Grant				USDA			
Dear Director Lambert: I am pleased to inform you that you have been funded for the Team Nutrition Training Grant. This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, this award will be amended accordingly. Please return this original, signed Grant Award Notification (AO-400) within 10 days to: <div style="text-align: center;"> Sauncerae Gans, Analyst Nutrition Services Division California Department of Education 1430 N Street, Suite 4503 Sacramento, CA 95814-5901 </div>									
California Department of Education Contact Sauncerae Gans					Job Title Analyst				
E-mail Address sgans@cde.ca.gov						Telephone 916-323-6775			
Signature of the State Superintendent of Public Instruction or Designee <i>Tom Torlakson</i>						Date February 17, 2016			
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS									
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both, and I agree to comply with all requirements as a condition of funding.</i>									
Printed Name of Authorized Agent <i>Arturo Macias</i>					Title <i>Chief Operating Officer</i>				
E-mail Address arturo.macias@sysd.k12.ca.us						Telephone 619-428-4421			
Signature <i>Jose Arturo Sanchez Macias</i>						Date Feb 26, 2016			

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: CENTER FOR ECOLITERACY CALIFORNIA THURSDAYS NETWORK
GRANT FOR TRUCK WRAP

BACKGROUND INFORMATION:

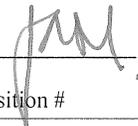
The Center for Ecoliteracy is collaborating with a growing network of 58 public school districts on *California Thursdays*, with the collective goal of serving our students more freshly prepared meals made with California grown food. The program is a "bite sized" implementation and marketing effort designed to help districts launch or expand their farm to school efforts and to improve the school food system.

Nutrition Services was awarded a grant in the amount of \$4,200 from UC Berkeley and The Center of Ecoliteracy. The grant provides matching funds for marketing San Ysidro School District and California Food for California Kids supporting the California Thursdays Initiative. The District's delivery truck and small van received truck wraps highlighting our students and our SYMS orange grove.

RECOMMENDATION:

Approve/Ratify the Center for Ecoliteracy California Thursdays Network Grant in the amount of \$4,200 for Nutrition Services Department.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Grant Amount
\$4,200

(Amount)

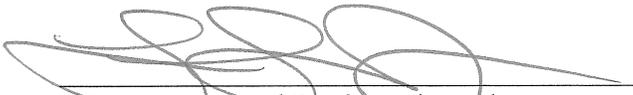
Center for Ecoliteracy Grant

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

12B.18

CENTER FOR ECOLITERACY

at the DAVID BROWER CENTER
2150 ALLSTON WAY, SUITE 270 BERKELEY, CALIFORNIA 94704-1377
510.845.4595 www.ecoliteracy.org

California Thursdays San Diego County Network Truck Wrap Match Funding Request for Proposal

The Center for Ecoliteracy is pleased to announce the availability of matching funds for expenses incurred to wrap public school district food service delivery vehicles with promotional signage.

Participating members of California Thursdays network are eligible. Funds are limited and will require an application process. To apply, please submit the following information to jonathan@ecoliteracy.org by 5:00 pm on Friday, January 29, 2016.

Proposed number of truck wraps:

 1 Small Truck/Cube Van (10 – 16 feet cargo; not overall length)

 1 Large Truck (17 – 22 feet cargo; not overall length)

Preferred Vendor (or “none”): Chula Vista Sign

Estimated Total Cost/Size Truck: \$4,200

Estimated Total Budget: \$ 4,200

Estimated Timeline (check one): by March 17th by start SY 2016-17

Project Contact Name and Title: Pamela Lambert

Project Contact Phone Email: pamela.lambert@sysd.k12.ca.us

Awardees will be notified by Wednesday, February 3, 2016. Funding for this program is provided to the Center for Ecoliteracy by the California Department of Food and Agriculture Specialty Block Grant Program and may be used solely to enhance the competitiveness of specialty crops.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AMI GRAPHICS AND DESIGNS – TRUCK WRAP SERVICES

BACKGROUND INFORMATION:

Nutrition Services was awarded a grant in the amount of \$4,200 from UC Berkeley and The Center of Ecoliteracy. The grant provides funding for marketing San Ysidro School District and California Food for California Kids supporting the California Thursdays Initiative. The Center for Ecoliteracy is collaborating with a growing network of 58 public school districts on *California Thursdays*, with the collective goal of serving our students more freshly prepared meals made with California grown food. The program is a "bite sized" implementation and marketing effort designed to help districts launch or expand their farm to school efforts and to improve the school food system.

Nutrition Services selected the services of a local company AMI to do the truck wrap for the District's delivery truck and small van. The truck wraps highlight our students and our SYMS orange grove. The total cost of the truck wrap was \$2,400 of which the District only paid \$1,224.

RECOMMENDATION:

Approve/Ratify the truck services from AMI Graphics and Designs at a cost of \$1,224 from the Center for Ecoliteracy California Thursdays Network Grant.

Renewal New Amendment Ratify Other

Business Services Reviewed: page 1

Financial Implications?

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

Requisition #

Yes No

Yes No

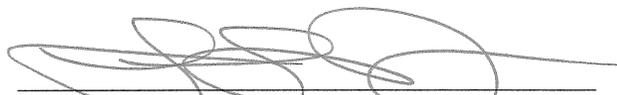
\$1,200
(Amount)

Center for Ecoliteracy Grant
(Name of funding source and/or location)

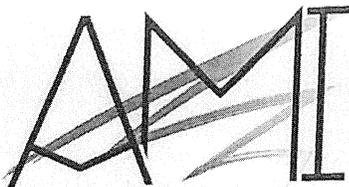
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



Graphics and Designs
 2801 Main St. Chula Vista CA, 91911
 Office: 619-829-1084
 amivendors@gmail.com

Date: **2 / 8 / 16**

Invoice # **2017**

First Name: Pamela	Last Name: Lambert	Phone: 619-428-4476
Company Name: San Ysidro School District Child Nutrition Department		Business Phone: Ext: 3011
Address: 4350 Ota Mesa Rd		City/State: San Ysidro Zip Code: 92154
Email:		

Quantity	Product	Dimensions	Price
1	Partial Truck wrap. Drivers and Passenger only (cab excluded)		\$765.00
1	Partial van wrap		\$459.00
	50 % Deposit of total amount of partial wraps.		

X

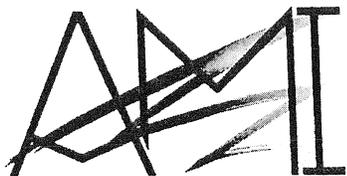
By signing, you agree to the terms and conditions listed below

*Please make checks payable to Humberto Alonso

Terms and Conditions

AMI Graphics and Design requires a 50% deposit prior to any printing. AMI Graphics and Design is not responsible for any spelling errors or slight changes in color on the final product. Once a design has been approved and sent into production, there may not be any further changes made to the design. The remainder of your balance must be paid upon picking up your product. AMI Graphics and Design reserves the right to charge a storage fee, starting at \$30 a day, for any product not picked up within 7 days of completion. All deposits are non-refundable under any circumstances. All artwork and designs are property of AMI Graphics and Design, unless rights have been purchased.

Design Fee	
Installation Fee	
Sub Total	
Sales Tax	
Total Amount	\$1224.00
Deposit	
Balance	



Graphics and Designs
 2801 Main St. Chula Vista CA, 91911
 Office: 619-829-1084
 amivendors@gmail.com

Date: **2 / 8 / 16**

Invoice # **2018**

First Name: Pamela	Last Name: Lambert	Phone: 619-428-4476
Company Name: San Ysidro School District		Business Phone: Ext: 3011
Child Nutrition Department		
Address: 4350 Otay Mesa Rd	City/State: San Ysidro Zip Code: 92154	
Email:		

Quantity	Product	Dimensions	Price
1	Partial Truck wrap. Drivers and Passenger only (cab excluded)		\$765.00
			\$459.00
1	Partial van wrap		
	Balance due for partial van wraps.		

X

By signing, you agree to the terms and conditions listed below

*Please make checks payable to Humberto Alonso

Terms and Conditions

AMI Graphics and Design requires a 50% deposit prior to any printing. AMI Graphics and Design is not responsible for any spelling errors or slight changes in color on the final product. Once a design has been approved and sent into production, there may not be any further changes made to the design. The remainder of your balance must be paid upon picking up your product. AMI Graphics and Design reserves the right to charge a storage fee, starting at \$30 a day, for any product not picked up within 7 days of completion. All deposits are non-refundable under any circumstances. All artwork and designs are property of AMI Graphics and Design, unless rights have been purchased.

Design Fee	
Installation Fee	
Sub Total	
Sales Tax	
Total Amount	\$1224.00
Deposit	
Balance	

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ACCESS LICENSE AGREEMENT WITH PARDEE HOMES

BACKGROUND INFORMATION:

Pardee Homes is currently building a new community named Playa del Sol and are required to build a storm water cistern and related improvements. Such installations can most efficiently be accomplished through access to that easternmost portion of the District Property. Pardee Homes is requesting a temporary access license to enter and perform work in the licensed area solely for activities related to the installation. The Access License area does not interrupt any school-related activities. The term of the agreement is from May 2, 2016 and will terminate on September 16, 2016, subject to early termination.

RECOMMENDATION:

Approve/Ratify the Access License Agreement with Pardee Homes.

Renewal New Amendment Ratify Other

Business Services Reviewed: Julio

Financial Implications?

Are funds for this item available in the 2015-2016 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

ACCESS LICENSE AGREEMENT

This Access License Agreement ("License") is made effective as of _____, 2016 ("Effective Date") by and between the San Ysidro School District (the "District"), a public entity organized and existing pursuant to California law; and Pardee Homes (the "Developer"), a California corporation. The District and the Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District owns certain real property and improvements thereon known as Ocean View Hills School in San Diego, California (the "District Property").

B. In connection with the construction of its new community named Playa del Sol immediately to the east of the District Property, the Developer is required to install a storm water cistern and related improvements, and such installation (the "Installation") can most efficiently be accomplished through access to that easternmost portion of the District Property appearing as a blue-hatched elongated hexagon, approximately varying in width from ten feet (10') to fourteen feet (14'), on the attached topographical illustration (the "License Area").

C. The District, subject to the provisions herein, is amenable to granting to the Developer a license (the "License"), thereby permitting the Developer to have temporary access and use of the License Area solely for activities, including excavation in the License Area, reasonably related to the Installation. Nothing herein shall be construed to permit the Developer to construction any permanent improvements in the License Area.

Now, in consideration of the foregoing and of their respective rights and obligations pursuant to this License, the Parties agree as follows:

AGREEMENT

Section 1. License to Enter. Subject to all provisions of this License, the District hereby grants to the Developer a non-exclusive license to enter in and upon the License Area, and such license may be utilized on behalf of the Developer, for the purposes authorized herein, by the Developer's duly-authorized employees, agents, contractors, and subcontractors (each a "Developer Agent"). The Developer's activities in the License Area pursuant to the License shall be limited solely to: (i) such activities reasonably necessary for the Installation, including excavation, and (ii) restoration of the License Area slopes and vegetation once the Installation is completed. Nothing in this License shall be construed to prohibit the District or any of its representatives, including, without limitation, any engineering or similar consultant, from being present in the License Area during, or from observing any of, the activities conducted by the Developer pursuant to the License; provided that such presence does not materially interfere with the Developer's reasonable exercise of the License.

Section 2. Term of License. The License shall commence on May 2, 2016 and terminate on September 16, 2016, subject to early termination pursuant to Section 11 below.

Section 3. Performance of the Work. The Developer, at its cost, must obtain any and all permits and/or other approvals required in connection with the activities by the Developer or any of the Developer Agents pursuant to this License. The Developer must perform the Installation and related work in strict accordance with plans approved by the appropriate public authorities. In addition to the foregoing, the Developer and each of the Developer Agents shall be responsible and liable for compliance with any and all other laws, regulations, ordinances, rules and other governmental

requirements applicable to its activities pursuant to this License, including, without limitation: (i) requirements for inspection by representatives of the public authorities or others; and (ii) any requirements of the California Environmental Quality Act and other applicable environmental laws. The Developer shall be responsible and liable for, and shall pay when due, any and all of its own costs associated with its activities undertaken pursuant to this License.

Section 4. Prohibition Against Liens. The Developer must not suffer or permit to be filed or enforced against the District, the District Property, or any portion of the District Property, any statutory lien for labor or materials (including, without limitation, any mechanics' or materialmen's lien) or any claim for damages arising from activities performed on the District Property pursuant to this License. The Developer must pay or cause to be paid on a timely basis all bills or claims that could give rise to any such statutory lien or claim for damages. If any statutory or other lien is filed or asserted against the District Property, Developer must cause the same to be fully discharged, by payment, bonding or otherwise, within 30 days of such filing or assertion, and upon any failure of the Developer to do so, the District shall have the right to do so, by payment, bonding (including without limitation obtaining and recording a lien release bond pursuant to California Civil Code Section 8424) or otherwise, and the Developer shall pay the District on demand all costs incurred by the District in connection with obtaining such release or discharge, including, without limitation, attorneys' fees and expenses.

Section 5. Clean-Up During/After Activities. The Developer must at all times maintain in a safe and clean condition those portions of the District Property accessed and/or used by Developer or any of the Developer Agents pursuant to the License. Developer must remove from the District Property any trash, construction debris or other materials resulting from such activities.

Section 6. Alteration of District Property. The Developer must restore each and every portion of the District Property altered by the Developer's performance of the Installation and related work, including but not limited to, (i) removing any and all temporary improvements installed by the Developer or Developer Agents, (ii) filling and appropriately compacting any excavation and (iii) replacing with like kind and number any vegetation damaged or removed incidentally during the exercise of the License. In the event the Developer fails to complete any such required restoration or replacement, the District may complete such restoration or replacement and the Developer shall pay any and all costs reasonably incurred by the District in doing so.

Section 7. Hazardous Materials. At no time and in no event shall Developer release or otherwise discharge any Hazardous Materials on, in, over or under the District Property, or bring any Hazardous Materials on, over or across the District Property. Notwithstanding the foregoing, so long as the same are used in accordance with all applicable laws and regulations, the presence of gasoline, diesel fuel, and common lubricants in enclosed tanks of vehicles and/or other equipment shall not constitute a violation of the foregoing prohibition.

Section 8. Developer Accepts District Property As-Is. The Developer hereby acknowledges that the District shall be deemed and construed for all purposes of this License to have no knowledge regarding: (i) the presence, location, extent, scope, depth or other aspects of any utilities or other underground structures or improvements, or any Hazardous Materials, that may be present, on, in, under, or in the vicinity of, the District Property; or (ii) the true, actual condition of the District Property, including, without limitation, any knowledge of any dangers existing on the District Property, hidden or apparent. The Developer, on behalf of itself and any and all of the Developer Agents, shall be deemed and construed to have accepted the District Property on an "as-is" and "with all faults" basis.

Section 9. Developer Insurance Coverage.

Subsection 9.1 Required Policies. The Developer, at its cost and prior to conducting any activities on

the District Property pursuant to this License, must have in effect the insurance policies required pursuant to this Section 9, and, at its cost, must maintain such insurance in effect at all times prior to expiration of the Maintenance Term or termination of this License. Such insurance in all circumstances shall be primary, and any insurance carried by the District or any of the District Agents shall be deemed secondary and excess. The insurance required pursuant to this Section 9 includes:

- (i) General Liability Insurance. Commercial general liability insurance; written on an occurrence basis ("modified occurrence" and "claims-made" policies are not acceptable), including coverage for broad form property damage, premises-operations, products-completed operations, and contractual liability assumed by Developer pursuant to this License ("General Liability Policy"). The General Liability Policy must provide coverage with limits of not less \$1,000,000 per occurrence and \$1,000,000 general aggregate limit, and any applicable deductible or self-insured retention must not exceed \$50,000.
- (ii) Vehicle Liability Insurance. Commercial vehicle liability insurance, written on an occurrence basis ("modified occurrence" and "claims-made" policies are not acceptable) covering owned, non-owned and hired automobiles, trucks and trailers, semi-trailers, construction vehicles, and any machinery or apparatus attached to any of the same ("Vehicle Liability Policy"). The Vehicle Liability Policy must provide coverage with limits not less than \$1,000,000 combined single limit for bodily injury and property damage liability (each accident), and any applicable deductible or self-insured retention must not exceed \$50,000.
- (iii) Worker's Compensation Insurance. Worker's compensation insurance in compliance with applicable State of California law.

Subsection 9.2 Designation of Additional Insureds. The General Liability Policy and the Vehicle Liability Policy each must be endorsed, using ISO Form CG 20 10 11 85 or equivalent endorsement reasonably acceptable to the District's risk manager, to specify that the District and all of the District Agents are additional insureds. The coverage provided to the additional insureds must be at least as broad as the coverage provided to Developer and may not contain any additional exclusionary language or limitations applicable only to the additional insureds. The General Liability Policy and the Vehicle Liability Policy also must include provisions for severability of interests (separation of insureds) or, if no such standard provision is included, must be endorsed to include a cross-liability endorsement satisfactory to the District's risk manager.

Subsection 9.3 Waiver of Subrogation. The General Liability Policy and the Vehicle Liability Policy must be endorsed to include a waiver by the respective insurers of all rights of subrogation against those to be designated additional insureds pursuant to this Section 9.

Subsection 9.4 Evidence of Coverage. Prior to first entering in or upon the District Property pursuant to this License, Developer must deliver to the District one or more certificates of insurance evidencing such coverage and endorsements as are required pursuant to this Section 9. If any insurance coverage required pursuant to this Section 9 will expire prior to expiration of this License, Developer must provide to the District a renewal certificate of insurance, with all applicable endorsements, prior to the expiration of such coverage.

Subsection 9.5 Insurance Coverage Does Not Limit Liabilities. The insurance coverage to be maintained by the Developer pursuant to this Section 9 shall not be deemed or construed to limit or qualify the liabilities and obligations assumed by the Developer pursuant to this License or applicable law, including, without limitation, the Developer's indemnification obligations and liability in excess of the limits of the insurance coverages required pursuant to this Section 9. The

Developer shall be solely responsible for paying any loss amount that is within any applicable deductible or self-insured retention.

Section 10. Indemnification. The Developer shall indemnify and hold harmless the District and its employees (each an "Indemnitee" and, if more than one, the "Indemnitees"), and each of them, against and from any and all losses, damages, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever to the extent arising from the activities of the Developer and/or any of the Developer Agents pursuant to this License. This Section 10 shall be construed to require that the Developer, at its cost, defend the Indemnitees, and each of them, with respect to any and all claims, demands, actions or other proceedings arising from or asserted to be based on any act or omission by Developer or any of the Developer Agents pursuant to or in connection with this License. The defense of an Indemnitee shall be conducted by legal counsel reasonably acceptable to the District, but selected and retained by Developer at its sole cost and expense. With respect to any act, incident or cause of liability that occurs prior to the expiration or termination of this License, the obligations of this Section shall survive the expiration or termination of this License.

Section 11. Termination of License.

Subsection 11.1 Termination by Developer. The Developer may at any time terminate this License by providing written notice of termination to the District, and such termination shall be effective immediately upon receipt of the notice by the District.

Subsection 11.2 Termination by District. Subject to the Developer receiving notice and having the opportunity to cure pursuant to Subsection 13.1 herein, but without need for compliance with Subsection 13.2 herein, the District may at any time terminate this License on account of any failure by Developer to perform (or to timely perform) its obligations or otherwise act in accordance with this License, in which event the District shall be entitled to recover damages, including, but not limited to, costs of any and all work required to repair, restore and/or ensure safe condition(s) of the District Property. Any termination by the District pursuant to this Subsection shall be effective immediately upon receipt by the Developer of written notice of termination from the District or as of some later time/date specified in such notice.

Section 12. Notice. Any and all demands and other notices required or permitted to be given pursuant to this License (each a "Notice") must be in writing and must be given or served in accordance with this Section 12. Each Notice must be given or served via: (i) personal delivery (signature of recipient and recipient's name legibly written on delivery receipt); (ii) registered or certified United States mail (postage paid by sender, and return receipt requested); or (iii) delivery by FedEx, U.P.S. or other reliable, private delivery service (delivery costs paid by sender, and signature of recipient required on electronic or other delivery receipt). Notices sent to a Party must be addressed and delivered to that Party as specified below in this Subsection 12. A Party may change its address, facsimile transmission number, or person to whom attention should be directed, by giving Notice in accordance with this Section 12. Notices, as applicable, should be addressed as follows:

To the District:

San Ysidro School District
Attn: _____

_____, CA 92_____

To the Developer:

Pardee Homes
Attn: David Norvell,
13400 Sabre Springs Parkway, #200
San Diego, CA 92128

Section 13. Dispute Resolution.

Subsection 13.1 Notice and Opportunity to Cure. If either one of the Parties (“Alleging Party”) alleges that the other Party (“Defaulting Party”) has breached any of its obligations pursuant to this License, the Alleging Party may provide written notice thereof to the Defaulting Party, specifying in reasonable detail the nature and extent of the alleged default (“Notice of Default”). If, within thirty days after receipt of the Notice of Default in the case of an alleged default, the Defaulting Party has neither cured the alleged default nor made arrangements for cure of the alleged default that are satisfactory to the Alleging Party, the Alleging Party may in its discretion initiate the dispute resolution process described in Subsection 13.2 of this License. The giving of a Notice of Default and allowing the period for cure of the alleged default in accordance with this Subsection 13.1 shall be a condition precedent to the Alleging Party exercising any available remedy in response to the alleged default. Nothing shall be construed to prohibit the Defaulting Party from disputing that a default has occurred. Neither the giving of any Notice of Default, nor the initiation by the Alleging Party of any dispute resolution, legal or equitable action, or other proceeding in connection with the alleged default, shall by itself operate to terminate this License.

Subsection 13.2 Informal Attempts at Dispute Resolution. If a dispute between the Parties arises out of or relates to this License (“Dispute”), the Parties shall attempt as provided in this Subsection to resolve the Dispute as quickly and as amicably as possible, including, without limitation, any Disputes as to the meaning of any provision of this License, the validity of any determination or calculation required pursuant to this License, or the rights or obligations of the Parties pursuant to this License. If the Dispute does not relate to an alleged default or is not of such nature that a Party may give a Notice of Default, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute (“Notice of Dispute”). Within a reasonable time, not in excess of fourteen calendar days, after receipt of either a Notice of Default or a Notice of Dispute, the Parties shall commence attempts to informally resolve the Dispute as required pursuant to this Subsection. Such attempts shall include good-faith, reasonable and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a Dispute shall be a condition precedent to such Party exercising any available remedy in response to the Dispute. If, after diligently making the attempts required pursuant to this Subsection for at least thirty calendar days, the Parties cannot resolve a Dispute, either Party may give written notice to the other Party that the attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party.

Subsection 13.3 Exercise of Available Remedies. If attempts to resolve a Dispute pursuant to Subsection 13.2 herein are terminated without the Dispute having been resolved to the satisfaction of either Party, either Party may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to applicable law and this License. In addition, however, if a Party fails to respond to, or participate in good faith in, any requests or requirements for resolution of the Dispute pursuant to Subsection 13.2 herein, the other Party, in its discretion and without needing to further comply with Subsection 13.2 herein, may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to applicable law and this License. However, in any case in which a Notice of Default has been provided pursuant to Subsection 13.1 herein, no such legal or equitable action may be initiated until the applicable period specified in Subsection 13.1 herein for cure of the alleged default has expired without the alleged default having been cured.

Subsection 13.4 Performance During Disputes. At all times while any Dispute is pending, each Party shall continue to fully perform its obligations pursuant to this License. Notwithstanding the foregoing, a Party shall not be responsible for continued performance of its obligations pursuant to this License to the extent a default or alleged default by the other Party makes such performance impossible, impractical or unreasonable.

Subsection 13.5 Remedies Not Limited. In connection with any Dispute, and except as expressly provided in this License, each Party may exercise any or all rights and remedies available pursuant to applicable law and this License. No such available remedy shall be deemed or construed to be exclusive, and a Party may exercise any available remedy individually or in combination with any other available remedies.

Section 14. Entire Agreement. This License constitutes the entire agreement between the Parties with respect to the entry by the Developer onto the District Property for the purposes specified in this License. This License constitutes permission to enter in and upon the District Property only for the purposes stated herein, and nothing in this Agreement shall be deemed or construed to be, cause, or result in any conveyance to the Developer of fee title or any other interest in any of the District Property.

Section 15. Amendments Must Be in Writing. This License may be amended from time to time, but, in each such case, only by means of a written instrument that has been duly-approved and signed by both Parties.

Section 16. No Third Party Beneficiaries. Notwithstanding anything to the contrary, this License shall not be deemed or construed to benefit or provide any right to any third party. The Parties have entered into this License solely for their own benefit, and no third person shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this License.

Section 17. Governing Law and Venue. This License shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any action, arbitration, or other proceeding arising from this License shall be initiated and conducted only in the County of San Diego, State of California.

Section 18. Severability. If any provision of this License is declared by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the remaining provisions shall continue in full force and effect, and this License shall be construed, to the extent legally possible, to implement the intent underlying the invalid, illegal or unenforceable provision.

Section 19. Waiver. A waiver by a Party of any provision of this License shall not be deemed or construed as binding unless the waiver is set forth in writing and has been duly approved and signed by the waiving Party. A waiver by a Party of any provision of this License shall not constitute a waiver of any other provision(s) of this License, similar or not, and no such waiver shall be construed as a continuing waiver.

Section 20. Counterparts. This License may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more original copies of this License containing all required signatures.

Section 21. Due Authority of Signatories. Each individual signing this License on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this License.

In Witness Whereof, this License has been executed by the authorized representatives of the Parties, as evidenced by their signatures below.

San Ysidro School District

Pardee Homes

Signed: _____

Signed: _____

Name: _____

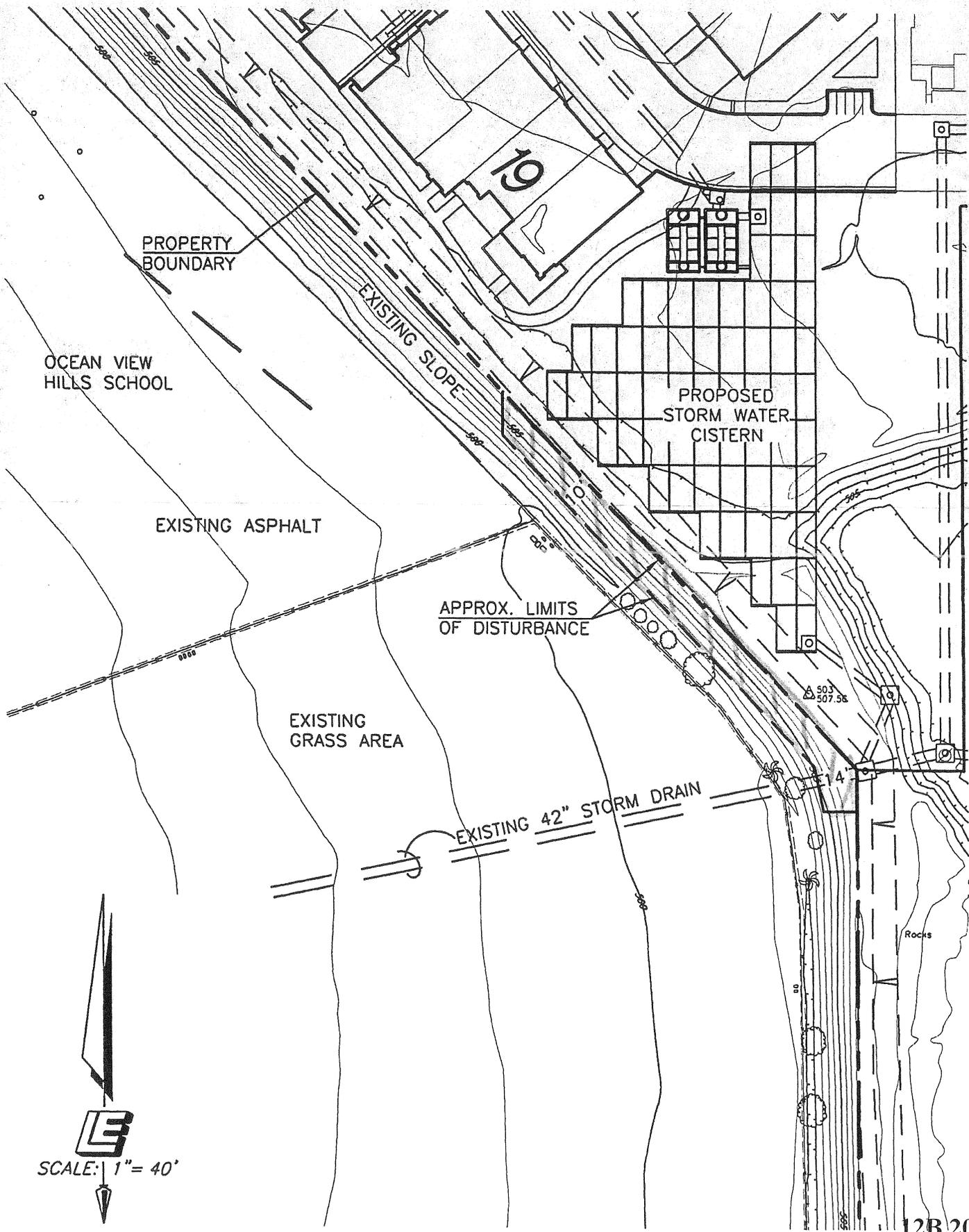
Name: _____

It's: _____

It's: _____

Date: _____

Date: _____



PROPERTY BOUNDARY

OCEAN VIEW HILLS SCHOOL

EXISTING ASPHALT

EXISTING GRASS AREA

APPROX. LIMITS OF DISTURBANCE

EXISTING 42" STORM DRAIN

PROPOSED STORM WATER CISTERN

19

EXISTING SLOPE

503
507.56

Rocks



SCALE: 1" = 40'

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ALLIANCE ENGINEERING OF CALIFORNIA, INC.

BACKGROUND INFORMATION:

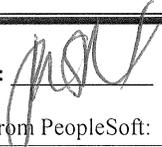
The District is currently working on several construction and modernization projects and will need an Inspector/Project Representative to oversee that the projects are in compliance with State and Federal laws and are on schedule to completion.

Alliance Engineering of California, Inc. will assist the District on an "as needed" basis in the capacity of Inspector/Project Representative. Their services will include oversight of the Solar Energy Project, Multi-Prime/Lease-Lease Back Construction Management Company, and the Proposition 39 upgrades.

RECOMMENDATION:

Approve the agreement with Alliance Engineering of California, Inc. at an amount not to exceed \$25,000 from the building fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition # from PeopleSoft:

Yes No

Yes No

\$25,000
(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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 13th day of May, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Alliance Engineering of CA, Inc.
Company/Consultant

760-942-8430
Telephone Number

645 Rancho Santa Fe Road, Encinitas, CA 92024
Address

Aec-insp@pacbell.net
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: May 2, 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.

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 subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required 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 CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in **Exhibit B** by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

(2) Minimum Requirements and Limits. Consultant 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.

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

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

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

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

Automobile Liability – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

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

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor 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 entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

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:	Alliance Engineering of CA, Inc.
Name:	Frederick L. Snedeker
Title:	President
Address:	645 Rancho Santa Fe Road
City/State/Zip code:	Encinitas, CA 92024
Telephone:	619-994-8430
Email:	Aec-insp@pacbell.net

DISTRICT: San Ysidro School District
Jose Arturo Sanchez Macias
Deputy Superintendent
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sbsd.k12.ca.us

Phone Number (619) 428-4476

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT

DISTRICT

Alliance Engineering of CA, Inc.
Firm Name

San Ysidro School District
Firm Name

Signature of Authorized Agent

Signature

Frederick L. Snedeker, President
Print Name, Title

Jose Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title

Date:

Date

760-942-8430
Phone Number

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

Name

Last 4-digits of SSN or CDL Number

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

As Inspector/ Project Representative, Alliance Engineering (Consultant), will assist the District to direct the various consultants currently under contract to assemble the necessary plans, specifications, permits, and approvals to implement the modernization projects. Consultant will assist the District working with Aguilar & Associates in getting the other consultants together to develop the plans and specifications and continue through construction with them to complete the project and achieve certification by DSA.

Consultant will assist the District in the control and management of the Proposition 39 and Solar Energy projects, with the cooperation and support of the Multi-Prime/Lease-Lease Back Construction Management Company, the goal is to have all three contracts completed in a manner to minimize waste and duplication. Consultant will assist in the development of a program with a realistic schedule that will help all three contractors and the consultants, complete their contracts to the District's satisfaction. These assignments are common of DSA/OSHPD District Inspectors.

The District has the right to assign additional duties to Consultant as required, as long as a conflict of interest is not formed. Acting as Advisor, the Consultant will provide historic and current information to assist the District and other team members, with the essentials to plan and schedule their contracted work. As inspector, Consultant will provide confirmation of the work as compliant with the District/DSA approved construction documents. Those Inspector duties include:

- monitoring job progress by schedule,
- verifying progress payments based on actual job progress,
- tracking of all contract changes, and
- reporting the same to DSA and /or the District's Architect of Record, and to the District's Multi-Prime/Lease-Lease Back Construction Manager.

Consultant will coordinate all the geotechnical, material, and miscellaneous testing and inspection required for DSA certification. Consultant will confirm all commissioning and documentation of products and systems installed and confirm all "As Built" documentation, and warranty information to the District, for an updated project data base for a professional maintenance program going forward.

The performance of these duties may require the hiring of other DSA inspectors, and or consultants. This will be done through mutual agreement and change order to our contract, subject to Board Approval.

These services shall not exceed the amount of \$25,000 including expenses. This Agreement may not be amended except in writing signed by both Parties.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

GENERAL NOTES

To comply with the requirements of the Department of Labor Relations:

Premium Overtime: Rates are based on labor conditions. The company works on a standard overhead and profit margin. As a result: An overtime rate of 1.4 times the regular rate will apply for all work over 8 hours per day and for the first 12 hours of work on Saturdays. The premium rate of 1.8 times the regular rate will apply to all work on Sundays and holidays or in excess of 12 hours on any day. Work performed outside the hours of 7:00 a.m. to 3:30 p.m. may be subject to an overtime rate of 1.4 times the regular rate. Overtime rates for third party consultants and laboratory services may vary.

Special inspection shift differential may apply on work performed outside of 6:00 a.m. to 5:00 p.m. Monday through Friday.

All hours worked or paid shall be computed in one-half hour increments.

Recognized holidays are: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Minimum: All rates are based upon a 2-hour minimum charge for assignments for which a report is issued. A minimum charge of 8 hours will apply for all assignments of 4 to 8 hours when another assignment is unavailable. A 2-hour charge for show up will be made for late cancellations to the work or when inspectors report for work but for whom no work is provided. Notification of cancellation is needed at least 24-hours before scheduled work.

Transportation costs will be billed at the current IRS mileage rate for activity within the client's multiple site assignments to cover vehicle costs where travel is required during the same workday.

Cell phone charges specific to the project will be reimbursed at a rate of \$0.35 per minute.

A per diem rate of \$115.00 per person or suitable room and board, per day will be charged whenever our personnel are required to stay overnight, beyond a 50-mile radius of site location (Encinitas, California).

Inspector's site facilities to be provided by the Client, through the contractors, as specified in the contract documents including, but not limited to: Desk, Telephone, Fax/Copier/Scanner machine and printing cartridges, Plan Table, File cabinet (lockable), and Temporary Utilities (power, 2 phone lines, internet connection). The inspector will be provided all consumable materials including office supplies.

The inspector will be required to have the "Tools of the Trade". This would include, but not be limited to, a digital camera, computer and necessary software, and cell phone.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DIRECT HOURLY FIXED FEE AND FULLY BURDENED HOURLY RATE

July 01, 2016 to June 30, 2017

Job Classification	Direct Hourly Rate	Fully Burdened Hourly Rate
Certified Class 1 Project Inspector/ Construction Management	\$ 80.30	\$ 110.40
Certified Class 2 Project Inspector	\$ 75.30	\$ 105.44
Certified Class 3 Project Inspector	\$ 73.30	\$ 103.30
Special Inspector	\$ 73.30	\$ 103.30
Architect	\$ 90.30	\$ 120.40
Geotechnical Engineer	\$ 90.30	\$ 120.40
Materials Engineer	\$ 90.30	\$ 120.40
Civil Engineer	\$ 90.30	\$ 120.40

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

July 01, 2017 to June 30, 2018

Job Classification	Direct Hourly Rate	Fully Burdened Hourly Rate
Certified Class 1 Project Inspector/ Construction Management	\$ 82.30	\$ 113.40
Certified Class 2 Project Inspector	\$ 77.30	\$ 108.44
Certified Class 3 Project Inspector	\$ 75.30	\$ 105.30
Special Inspector	\$ 75.30	\$ 105.30
Architect	\$ 92.30	\$ 123.40
Geotechnical Engineer	\$ 92.30	\$ 123.40
Materials Engineer	\$ 92.30	\$ 123.40
Civil Engineer	\$ 92.30	\$ 123.40

* See General Notes and Conditions for overtime rates and conditions.

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

CONSULTANT

DISTRICT

Alliance Engineering of CA, Inc.

Firm Name

San Ysidro School District

Firm Name

Signature

Signature

Frederick L. Snedeker, President

Name and Title

Jose Arturo Sanchez Macias, Deputy Superintendent

Name and Title

Date

Date

//

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH BLACKBOARD

BACKGROUND INFORMATION:

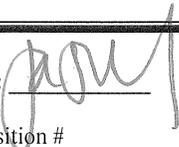
Blackboard Web Community Manager will help our District stand out to our community and prospective families through a creative and innovative redesign of our website. By creating a school-to-home communications hub it can optimize family engagement.

The cost implications for the remainder of 2015-16 is \$10,947.00 and for 2016-17 \$18,984.00. The annual fee beyond the initial term may be increased by a percentage. The agreement will automatically renew for one year successive periods unless terminated.

RECOMMENDATION:

Approve the agreement with Blackboard for website redesign services.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Estimated Annual Fee \$18,984.00 (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

Blackboard® Order Form

Quote #: 00013286

1111 19th Street NW, Washington, DC 20036
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name:

San Ysidro School District
4350 OTAY MESA RD
SAN YSIDRO, CA 92173-1685
Student Enrollment: B (2,001 - 20,000)
Bb Customer Account No: 329250

Client Accounts Payable Information

Is a PO Number Required? (Y/N) _____
PO Number: _____
Contact Name: _____
Contact Telephone Number: _____

* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, if applicable as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 13 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date: 06/01/2016**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Incorporated Contract Documents

<http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx>

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees
Exhibit B – Additional Notes Regarding Licensed Software and Services

EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Prorated 06/01/2016- 06/30/2016	Year 1 07/01/2016- 06/30/2017
PL-NOTIF-IMP	Implementation: Connect5i	1	One-Time Fees	\$ 1,500.00	
PL-NOTIF	Notification: Connect	5000 Students	Annual Fees	\$ 625.00	\$ 7,500.00
SCH-TRAIN-OL	Centricity: Site Administrator Online Training	2	One-Time Fees	\$ 800.00	
SCH-IMP	Activation: Centricity2 Essential	9 Sites	One-Time Fees	\$ 1,665.00	
SCH-TRAIN-OL	Centricity: Section Editor Online Training	1 Session	One-Time Fees	\$ 400.00	
SCH-CREATIVE	Creative: MyWay Premium Single Template	1	One-Time Fees	\$ 5,000.00	
SCH-C2E	Centricity2 Essential	9 Sites	Annual Fees	\$ 957.00	\$ 11,484.00
			Total	\$ 10,947.00	\$ 18,984.00

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Agreement.

EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential

Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

Template Library

Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

San Ysidro School District

Tess Frazier
Name of Authorized Blackboard Officer

Name of Authorized San Ysidro School District Representative

Vice President – Contracts
Title

Title

Signature

Signature

Date

Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Susan Tompkins

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Nutrition Services
Pamela Lambert, Director

AGENDA ITEM: LEABO FOODS DISTRIBUTION, INC. AGREEMENT

BACKGROUND INFORMATION:

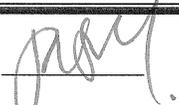
Leabo Foods offers very competitive pricing for both commercial and commodity food products specifically targeted to school districts and child nutrition programs. Because Leabo Foods is 100% dedicated to serving K-12 public school districts, there will be an improvement on the service and purchase process of all frozen, refrigerated and dry good that meet the nutritional standards mandated by State and Federal regulations needed to prepare healthy and balanced meals for our students.

Leabo Foods is committed to make the necessary deliveries to accommodate the needs of the District's nutrition program and also provide detailed reports of usage and commodity tracking, which are essential to ensure costs control. The District would like to "piggyback" on an existing agreement with the Val Verde School District to take advantage of the services and prices being provided under this agreement.

RECOMMENDATION:

Approve the District to "Piggyback" on the existing agreement between Leabo Foods Distribution, Inc. and Val Verde School District to purchase, lease-purchase or rent identical items at the same price and upon the same terms and conditions pursuant to Sections 201118 (K-12) of the Public Contract Code.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Not to exceed \$90,000 (Amount)

Cafeteria Fund 13 (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

LEABO FOODS DIST., INC.

"The Professional Approach"

To: Arturo Macias
Deputy Superintendent
San Ysidro ESD

Date: May 5, 2016

From: David Preuss
President/ CEO
Leabo Foods Dist., Inc.

Re: Piggy-back Authorization on Val Verde USD's Bid
for San Ysidro ESD

Dear Mr. Macias,

As another school year draws to a close, I want to take this opportunity to reach out to you in these difficult economic times.

And, overall food items have increased +2.5% vs. last year.

However, to help San Ysidro ESD offset these escalating costs, we are offering your district this letter that authorizes the San Ysidro ESD to piggy-back onto the Val Verde USD bid with Leabo Foods for July 1, 2016 thru June 30, 2017.

The pricing for San Ysidro ESD will be effective July 1, 2016 thru June 30, 2017 for you to piggyback onto our bid with the Val Verde USD (Frozen Foods Bid #FS 2014-15) and the pricing will be at 11.4%.

Also for your commodities, due to our appreciation of our future business partnership with you and your district, your FFS will be \$2.25 per case and your MFFS will be \$2.75 per case.

We are very hopeful that you would consider exercising this option. If so, please sign below and return this signed letter to indicate your acceptance. If you have questions or concerns, please contact me.

We sincerely appreciate your support and look forward to continuing our successful relationship into the upcoming school year

 ds/16

David Preuss/ Date
President/ CEO
Leabo Foods Dist., Inc.
1975 E. Locust St., Ste. B
Ontario, CA 91761
Ph: (909) 923-9060 (x27)
e-mail: david@leabofoods.com

Arturo Macias/ Date
Deputy Superintendent
San Ysidro ESD
4350 Otay Mesa Rd.
San Ysidro, CA 92173
(619) 428-4476 (x3011)

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 12, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AMENDMENT TO THE CONSULTANT AGREEMENT WITH
VELARIOS CONSULTING INC. DBA LEL CONSULTING &
MANAGEMENT

BACKGROUND INFORMATION:

The Consultant, Mr. Edward Velasquez has provided mentoring/coaching to the Superintendent in areas including, but not limited to: Curriculum and instruction; Special Education; Budget; State and Federal compliance; District and school operations and administration; External District dynamics; and other as indicated on the agreement. The term of the agreement shall be from July 1, 2015 to June 30, 2016.

The amendment increases the contract amount by \$6,000 of the original contract (\$50,000) to cover for expenses incurred during the month of February and March 2016. The new not to exceed amount is \$56,000. All other terms and conditions on original agreement dated July 10, 2015 remain the same.

RECOMMENDATION:

Approve/Ratify the amendment to the agreement with Velarios Consulting Inc. dba LEL Consulting & Management increasing the agreement amount by \$6,000 from the general fund.

Renewal New Amendment Ratify Other

Business Services Reviewed: *not*

Financial Implications?

Are funds for this item included in the 2015-2016 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

AMENDMENT TO CONSULTANT AGREEMENT
between
The Board of Trustees for the San Ysidro School District
and
Velarios Consulting Inc. dba LEL Consulting & Management

This AMENDMENT is made effective on _____, and it is made by and between the Velarios Consulting Inc. dba LEL Consulting & Management hereafter called "Consultant," and the San Ysidro School District, hereafter called "District."

WHEREAS, the Superintendent of the San Ysidro School District ("District") requires the advice and professional services provided by (**Edward Velasquez**) ("Consultant"), regarding organizational issues relating to the Statement of Work described herein, and

WHEREAS, (**Edward Velasquez**) having the required skills and knowledge and having satisfied the District's requirements to serve as a Consultant, and having agreed to provide the advice and professional services as set forth in this Agreement,

WHEREAS, due to services provided during the months of February and March 2016, expenses related to services provided are beyond the original contract amount. The District is required to pay for these expenses per the original agreement dated July 10, 2015.

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

Per Schedule A (Statement of Work) of original agreement:

This Amendment increases the contract amount by \$6,000 of original contract to cover for expenses incurred during the month of February and March 2016. The new not to exceed amount is \$56,000. All other terms and conditions on original agreement dated July 10, 2015 remain the same.

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

CONSULTANT:

Velarios Consulting Inc.
 dba LEL Consulting & Management
 8593 Alder Creek Street
 Chino, CA 91708

DISTRICT:

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

 Signature

 Signature

 Name & Title

 J. Arturo Sanchez Macias, Deputy Superintendent
 Name & Title

 Email

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

 Date signed

 Date signed

 Board approved **12B.24**