San Ysidro School District
Governing Board
AGENDA

Thursday
March 10, 2016
4:30 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.

Smythe School
1880 Smythe Avenue
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, FEBRUARY 11, 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, February 11, 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 **Willow School, 226 Willow Road, San Ysidro, CA 92173.** Closed Session will be conducted in accordance with applicable sections of California Law.

MINUTES

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

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

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

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

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

4.1 GOVERNMENT CODE SECTION 54957
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

4.2 GOVERNMENT CODE SECTION 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Negotiators: Julio Fonseca, Ed.D., Superintendent and Amy Hunt, Executive Director of Human Resources
Employee Organizations:
San Ysidro Education Association/CTA
California School Employees Association, Chapter 154
Unrepresented:
Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:02 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took no action in Closed Session.

5. **CALL TO ORDER** Who: President Diaz Time: 6:02 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

Member Martinez made a motion to change the order of the presentations and added 8.3 Special Education Operations Update, seconded by Vice-President Linares. The vote was unanimous.

8. **CONFERENCE SESSION**
   Reports/Presentations
   8.1 Manzana Energy
   8.2 CELDT Data Update
   8.3 Special Education Operations Update
   8.4 San Ysidro School District Grade Level Configuration Study and Recommendation

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

Member Martinez, 1) Thanked Mr. Bojorquez for hosting the Board meeting. 2) Commented that he is happy that field trips are on the agenda for approval. Mentioned that our children deserve the best. 3) Commented that he is happy we are partnering with South Bay Community Services. 4) Mentioned that he would like to be a Promised Neighborhood Community. 5) Asked Dr. Fonseca to write a resolution bringing awareness to sex trafficking and child trafficking. Commented that we want to put a stop to it as a community and as a District.

Clerk Kinney, 1) Commented that it's wonderful that our 8th graders are going to visit Washington DC, Philadelphia and New York to learn about American History.

President Diaz, 1) Welcomed Board Members Pallasigue and Kinney. Mentioned that he hopes they see that the Board's agenda is for the students and that's the entire purpose of the Board. 2) Commented that he would like more sports at the school sites. 3) Asked the public to bring a friend to the Board meetings. 4) Thanked Principal Bojorquez for hosting the Board meeting and thanked everyone that make Board meetings possible.

Vice-President Linares, 1) Commented that the District should help students that can't afford field trips. 2) Mentioned that the Board has made changes. 3) Commented that today we celebrated the new Sunset School turf. 4) Mentioned that two Board members have joined him in asking for information about a Charter School. Commented that we need to give children that opportunity. Hopes to get help from the community for a Charter High School.

Member Pallasigue, 1) Mentioned that she has two children in the District and has experienced the same challenges as everyone. 2) Commented that she's amazed with what she has seen being on the Board. There are no personal agendas and she is honored to serve on the Board.

Dr. Fonseca, Superintendent, 1) Thanked the Board for their leadership. 2) Commented that he is proud to announce that on February 8, 2016, the District received a notice of positive certification from the San Diego County Office of Education. 3) Mentioned that an ASES fair was held with the providers and presentations will be made at each school site to give parents and students the opportunity to see the options for ASES providers. 4) Commented that we will be looking into facility needs and a plan to remedy the needs. 5) Mentioned that the Board will soon receive the EL Master Plan and Technology Plan recommendations.

The Board recessed at 8:01 p.m. and reconvened at 8:12 p.m. Motion by Member Martinez, seconded by Clerk Kinney. The vote was unanimous.

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Josie Hamada, Retired Teacher, 1) Announced that Daisaku Ikeda, author of Salute to the Smiling Faces of the 21st Century poem and Honorary Principal of Beyer School were part of the reasons for being nominated for the Nobel Peace Prize.

Zenaida Rosario, Teacher, 1) Shared concerns about the school calendar and the date for Spring Break. Mentioned that only half of the union members voted. 2) Shared concerns about the Dual Language program. 3) Commented that the District should have a Dual Language Academy. Asked the Board to connect with the community and listen to their needs.

JC Orizabal, Parent, 1) Shared concerns about the grade level reconfiguration and moving students to San Ysidro Middle School. 2) Asked the Board to inform parents in a timely manner when considering the move to San Ysidro Middle School.

Irma Beltran, Teacher, 1) Shared concerns about student testing. 2) Commented that teachers know what students need and can create their own testing packets. Teachers need time and resources.

Cynthia Flores, Parent, 1) Commented that community input is needed before approving the calendar. 2) Would like to know the Board's decision for the reconfiguration.

Minerva Martinez, Parent, 1) Shared concerns about sending children to San Ysidro Middle School. 2) Commented that we need to fix the school and add programs. 3) Mentioned that she supports San Ysidro Middle School students and asked the Board to look into student needs. 5) Commented that we need transparency.

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

11. GENERAL ADMINISTRATION

11.1 MINUTES

The Board approved the minutes of the Organizational Meeting of December 10, 2015 and the minutes of the Regular Board meeting of November 12, 2015 and of the Special Board meetings of December 10, 2015, November 19, 2015 and September 10, 2015.

Motion: Martinez Second: Linares Vote: Unanimous

11.2 2016-2017 CERTIFICATED WORK CALENDAR

The Board approved the 2016-2017 Certificated Work Calendar.

Motion: Linares Second: Kinney Vote: 4 Ayes – 1 Abstain (K)

11.3 SECOND READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS 4000 SERIES- PERSONNEL

The Board approved second reading and adoption of revised Board Policies and Administrative Regulations 4000 Series Personnel and any exhibits that may be included.

Motion: Linares Second: Martinez Vote: Unanimous

11.4 FIRST READING OF ADMINISTRATIVE REGULATION 3543.1 TRANSPORTATION SAFETY AND EMERGENCIES: SAFETY REGULATIONS

The Board approved first reading of Administrative Regulation 3543.1 on Transportation Safety and Emergencies: Safety Regulations.

Motion: Linares Second: Martinez Vote: Unanimous

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Tabled 12B.4 Agreement with Strategic Partnership Schools Group, Inc.
2) Pulled Consent Calendar Item 12A.10 for discussion and to be voted on separately.

Motion: Kinney Second: Pallasigue Vote: Unanimous

12A. CURRICULUM & INSTRUCTION

12A.1 FIELD TRIP TO THE LEGOLAND - SUNSET

The Board approved the field trip and participation of approximately thirty (30) 4th grade students and ten (10) adults from Sunset Elementary to LEGOLAND on May 27, 2016 at an estimated cost of $475 from classroom fundraising.

12A.2 FIELD TRIP TO THE SEA WORLD – SUNSET

The Board approved the field trip and participation of Sunset students and staff to San Diego SeaWorld to be held on March 8, 2016 at an approximate cost of $520 funded by classroom fundraising.

12A.3 FIELD TRIP TO THE SAN DIEGO ZOO – WILLOW

The Board approved the field trip and participation of students and staff from Willow School to the San Diego Zoo on March 10, 2016 at a cost of $530 from donations and classroom fundraisers.

12A.4 WILLOW SCHOOL 8TH GRADE TRIP TO WASHINGTON DC/PHILADELPHIA/NEW YORK 2016

The Board approved the field trip and participation of Willow school students and staff to go to Washington DC, Philadelphia, and New York from March 26-31, 2016 for an opportunity to discover American History first-hand. There is no direct cost to the District.

12A.5 FIELD TRIP TO CITY OF SAN DIEGO'S WATER FRONT PARK

The Board approved the field trip and participation of approximately 15 seventh and eighth grade students from the San Ysidro Middle School and chaperones: Maria Preciado, Teacher/ASB Representative; Pamela Lambert, Director of Nutrition Services; Paloma Perez, Child Nutrition Specialist; Elmy Flores, Account Clerk II; Ana Bush, Area Production Manager; and three (3) additional child nutrition staff members to the City of San Diego's Waterfront Park on March 16, 2016 at no cost to the District.

12A.6 FIELD TRIP TO THE EXPANDING YOUR HORIZONS CONFERENCE

The Board approved the field trip and participation of students and staff from La Mirada School to the Expanding Your Horizons Youth Conference at the University of San Diego on Saturday, March 5, 2016 at a cost of $260 from supplemental and concentration funds.

12A.7 FIELD TRIPS TO THE MISSION TRAILS NATIONAL PARK

The Board approved/ratified the field trips and participation of students and staff from Vista Del Mar to the Mission Trails National Park on February 11th and 19th, 2016 at an approximate cost of $780 from Supplemental and Concentration Funds.

12A.8 SAN YSIDRO SCHOOL DISTRICT PARTICIPATION IN THE SCHOOL- BASED SUICIDE PREVENTION AND EARLY INTERVENTION (PEI) GRANT PROGRAM IN PARTNERSHIP WITH SOUTH BAY COMMUNITY SERVICES

The Board approved the District's participation in the school-based Suicide Prevention and Early Intervention (PEI) grant program in partnership with South Bay Community Services.

12A.9 SAN YSIDRO SCHOOL DISTRICT PARTICIPATION IN SCHOOL- BASED PREVENTION AND INTERVENTION (PEI) PARTNERSHIP WITH SOUTH BAY COMMUNITY SERVICES

The Board approved the District's participation in the school-based Prevention and Early Intervention (PEI) grant program in partnership with South Bay Community Services.

12A.10 STAFF DEVELOPMENT - *Pulled*

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Pamela Lambert, Paloma Perez, Elmy Flores, Carmen Verduzco, Rosalia Salgado	Smarter Lunchroom Training	Ontario, CA	March 1st and May 21st-22nd, 2016	$0	N/A
Rebeca Ackerman, Miguel Aguilera, Martha Murillo, Denise Villezcas, Rick Quinta	BASC 3 Assessment Workshop	San Diego	February 19, 2016	$150.00	Special Ed. Funds
Cecilia Villanueva, Bertha Franco L., Martha Sanchez, Brenda Huerta, Leticia Lemos, Elva De Baca, Rita de la Cruz, Emilia Villanueva	CABE Conference 2016	San Francisco	March 23-26, 2016	$15,000.00	Title III, EIA Funds
DELAC Parents: Maritza Chavarin, Olga Espinoza, Alejandrina Camacho					
50 staff members (See attached list)	PeopleSoft Finance Training	SDCOE/SC REC	February 1- March 31, 2016	TBD	General Funds

Motion: Martinez Second: Linares Vote: Unanimous

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the district during the period of January 11, 2016 through January 28, 2016 (Report #7): ▪ General Fund: A70681, A70683-A70700, A70702-A70706, A70708-A70714, A70717-A70731, A70733-A70755, A70758-A70779▪ Child Development Fund: A70352, A70757 Cafeteria Fund: A70707, A70715-A70716, A70756 and ▪ Building Fund: A70682, A70701.

12B.2 EXPENDITURE REPORT

The Board approved/ratified expenditures incurred by the District during the period of January 08, 2016 through January 27, 2016. Listing sheets #750 through #768. Payments were made with checks #12-458642 through #12-461518 for a total expenditure of $805,081.94.

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted a donation valued at $150.00 to help support and enrich our educational programs.

12B.4 AGREEMENT WITH STRATEGIC PARTNERSHIP SCHOOLS GROUP, INC. - *Tabled*

Approve the agreement with Strategic Partnership Schools Group, Inc. in the not to exceed amount of $20,000 from the general fund.

12B.5 AMENDMENT NO. 1 TO DOUG'S SCHOOL BUS SAFETY & TRAINING SERVICES AGREEMENT

The Board approved/ratified Amendment No. 1 to Doug's School Bus Safety & Training Services Agreement at a not to exceed total of $5,000 from the general fund.

12B.6 AGREEMENT WITH BRANDMAN UNIVERSITY FOR SUPERVISED FIELDWORK

The Board approved the agreement with Brandman University for supervised fieldwork at no cost to the District.

12B.7 AGREEMENT WITH EDNA VAZQUEZ, SCHOOL PSYCHOLOGIST CONSULTANT

The Board approved the agreement with Edna Vazquez, School Psychologist Consultant from March 1, 2016 to May 15, 2016 at a cost not to exceed $12,833.00 from the Educationally Related Mental Health Services.

12B.8 AMENDMENT TO LLOYD'S PEST CONTROL AGREEMENT

The Board approved the amendment to Lloyd's Pest Control Agreement at an additional estimated cost of $12,350 per year from the general funds.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

12C.1 Licensed Vocational Nurse: Norma Lara, effective February 12, 2016.

12C.2 Substitute Instructional Aides: Sarah Alvarez, Nadia Araiza, Marissa Bradley, Alejandra Chaidez and Maria Horta, effective February 12, 2016.

12C.3 Substitute Clerks: Jazmin Jacquez, Christina San Vicente, Alicia Santiago, Maricela Talamantes and Iliana Zuniga, effective February 12, 2016.

12C.4 Substitute Custodians: Dewayne Ary, Quito Barajas, Michael Demeterio, Juan Estrada, Beatriz Giraldo, Jeanette Johnson, Timothy Johnson, Andrew Macias, Daniel Madan, Julio Saucedo and Conrad Saul, effective, February 12, 2016.

12D. PERSONNEL – CERTIFICATED EMPLOYMENT

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

12D.1 Substitute Teachers: Nolan Alisasis, Thiago Arellano, Darrell Ashcraft, Pierre Blocker, Kevin Bradley, Carissa Carrier, Juan Castillo, Alejandro Chaidez, Eric Colona, Jennifer Dickens, Rodrigo Figueroa, Ellen Freitas, Steven Gonzales, Rahsaan Johnson, Sharlene Jones, Sarah Lincoln, Joaquin Nunez, Iyioluwa'de Olaoye, Vanessa Rodriguez, Jarrett Rose and Sergio Yacopi, effective February 12, 2016.

12D.2 Substitute Permit Teachers: Jazmin Avila, Christina Brizuela, Sandra Monzon, Gabriela Ramirez and Bryan Tontz, effective February 12, 2016.

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

13. ADJOURNMENT Time: 9:00 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: SECOND INTERIM FINANCIAL REPORT FOR 2015-16 FISCAL YEAR

BACKGROUND INFORMATION:
AB 1200 requires local educational agencies (LEAs) to file interim reports of their annual budget as of October 31 and January 31, respectively. LEAs must collect the financial data for these reporting periods and prepare appropriate interim reports for Governing Board review, approval, and submission, within 45 days of the close of these periods.

Please note that Education Code sections 42130 and 42131 require that Interim Reports be submitted to the Governing Board on the SACS forms, the format prescribed by the Superintendent of Public Instruction. The District hereby submits the 2015-16 Second Interim Report for Governing Board review and approval and will be available to the public on the District's website after Governing Board's approval.

RECOMMENDATION:
Approve the 2015-16 Second Interim Financial Report with attached exhibits.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JASM

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: FIRST READING OF THE MASTER PLAN FOR ENGLISH LEARNERS

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

The San Ysidro School District's goals for all English Learners include the following:

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

RECOMMENDATION:
Approve the first reading of the Master Plan for English Learners.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** jaal

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☒ No

Requisition #

No Cost	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
"Provides an educational environment in which all students succeed."
4350 Otay Mesa Road, San Ysidro Ca. 92173 Tel. (619) 428-4476 Fax (619) 690-4409

Master Plan For English Learners

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

Adopted

2016

Approved by the District English Learners Advisory Committee

_____

Date

Approved by the San Ysidro School District Board of Education

_____

Date

The SYSD goals for all English Learners include the following:

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

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

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SYSD Master Plan for English Learners

San Ysidro School District

4350 Otay Mesa Road
San Ysidro, Ca. 92173

Governing Board

Marcos Diaz -President
Rodolfo Linares - Vice President
Steven Kinney - Clerk
Antonio Martinez - Member
Rosaleah Pallasique - Member

Superintendent

Dr. Julio Fonseca

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

EL Master Plan Revision Task Force Committee 2016

Maria Canale	Mariaelena Delgadillo	Marta Vasquez	Patricia Burch
Vikki Castorena	Mary Padilla	Beatriz Bautista	Kelli Hay
Melissa Estrada	Zenaida Rosario	Veronica Castro	Melissa Brown
Sylvia Stupegia	Erika Valarezo	Rosa Coords	Tony Hua
Leticia Lemos	Irene Herrera Ceballos	Eriberto Garcia	Brenda Huerta
Entelechy Saron	Ana Veronica Trattner	Patricia Manley	Catalina Jauregui
Emilia Villanueva	Daniel Padilla	Maria Preciado	Maritza Chavaron

The EL Master Plan Committee also acknowledges the efforts of the District's

English Learner Advisory Committee

A. INITIAL IDENTIFICATION, ASSESSMENT AND PARENT NOTIFICATION

Overview

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

Federal Program Monitoring (FPM)
II. Governance and Administration

II-EL 06: English Learner Identification and Assessment

II-EL 6.
The LEA must properly identify and assess all students who have a primary language other than English.

- **6.1** A home language survey (HLS) must be used at the time of initial enrollment to determine the student's primary language. (5 CCR §§ 11510(k), 11511(a)

- **6.2** Within 30 calendar days of initial enrollment, each student whose home language is other than English, as determined by the HLS, must be assessed for English proficiency by means of the current California English language proficiency assessment. The assessment conducted must follow all of the publisher's instructions. (5 CCR §§ 11307(a), 11511.)

- **6.3** Each LEA must annually assess the English language development and academic progress of each English learner. (EC §§ 313, 60810) (5 CCR § 11306.)

- **6.4** All currently enrolled English Learners must be assessed for English language proficiency by administering the California English language proficiency assessment during the annual assessment window. (EC §§ 313, 60810) (5 CCR § 11511(b).)

- **6.5** Each English learner with disabilities must be annually assessed for English language development using the accommodations, modifications, or alternate assessments for the current California English language proficiency assessment if specified in the pupil's IEP or Section 504 Plan. (5 CCR § 11516.5)

- **6.6** Each LEA must identify all immigrant children and youth who are: aged 3 through 21; were not born in any State; and have not been attending one or more schools in any one or more States for more than 3 full academic years. (20 U.S.C. § 3301(6), (14).

II-EL 07: Parent/Guardian Notifications

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

- **7.1** Parents/guardians of English Learners must be notified of their child's initial English language proficiency assessment results. Parents/guardians of initial fluent English-proficient students must be notified of their child's English language proficiency assessment results. (5 CCR § 11511.5.)

- **7.2** Parents/guardians of English Learners must be notified annually of their child's English language proficiency assessment results within 30 calendar days following receipt of results of testing from the test contractor. (5 CCR § 11511.5.); (EC § 313 (a)-(c).)

- **7.3** For LEAs receiving Title III funds, within 30 days after the beginning of the school year (or during the school year, within two weeks of child being placed in a program), parents/guardians of initially identified English Learners must be notified of:
  - (a) Their child's initial English language proficiency level
  - (b) How such level was assessed
  - (c) Their child's language designation
  - (d) Descriptions of program options, educational strategies, and educational materials to be used in different options, including the option to immediately remove a child from a particular program or choose another program or method of instruction, if available
  - (e) Program placement
  - (f) Exit criteria
  - (g) For English Learners with a disability [with an Individualized Education Program (IEP)], how such program will meet the objectives of the IEP
  - (h) The expected rate of graduation from secondary school if funds under this part are used for children in secondary school.
  - (20 U.S.C. §§ 6312, 7012.)

- **7.4** For LEAs receiving Title III funds, parents/guardians of English Learners must be informed annually, not later than 30 days after the beginning of the school year, of:
  - (a) Their child's English proficiency level
  - (b) How such level was assessed
  - (c) The status of the child's academic achievement
  - (d) Their child's language designation
  - (e) Descriptions of program options, educational strategies, and educational materials to be used in different options, including the option to immediately remove a child from a particular program or choose another program or method of instruction, if available
  - (f) Program placement
  - (g) Exit criteria
  - (h) For English Learners with a disability (with an IEP), how such program will meet the objectives of the IEP
  - (i) The expected rate of graduation from secondary school if funds under this part are used for children in secondary school
  - (20 U.S.C. §§ 6312, 7012.)

- **7.5** A Title III funded LEA or consortium that has failed to make progress on the annual measurable achievement objectives (AMAO) must inform parents/guardians of English Learners of such failure no later than 30 days after such failure occurs. (20 U.S.C. §§ 6312 (g) (1) (B) (1), 7012 (b).)

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

STEP 1 - Home Language Survey (HLS)	
Overview	**Procedures**

• When the parent or legal guardian enrolls a student in the district for the first time, the parent or legal guardian must complete a Home Language Survey (HLS) as part of the registration process.
• The Home Language Survey is used to determine the student's primary language.
• The Home Language Survey is currently available in Spanish and English as part of the Student Enrollment Form (see appendix page ___).
• This is a legal document and must be kept on file in the student's permanent cumulative folder.
	• Office personnel is responsible for reviewing the HLS section of the Student Enrollment Form to determine if the student qualifies for EL designation.
	• A copy of the completed Student Enrollment Form with the HLS is sent to the Assessment Center immediately after it is received by the school office personnel.
	• School office personnel will enter the following in the district's Student Information System (SIS) Synergy:
	  ◦ Student Information
	  ◦ Primary Language
	  ◦ Classification
	  ◦ Instructional Program
	  ◦ US Entry Date
	• Assessment Center personnel will generate an ELL master folder after student is state-approved ELD assessment tested.

STEP 2 - English Language Proficiency Assessment & Parent Notification	
Overview	**Procedures**

• The Assessment Center will administer the state-approved ELD assessment to all students with a language other than English on Questions 1, 2, or 3 of the Home Language Survey (HLS).
• Students in kindergarten through eighth grade will be assessed in Listening and Speaking, Reading & Writing using the state-approved ELD assessment (state-approved ELD assessment).
• For EL students with disabilities all accommodations, modifications, or alternative assessments for state-approved ELD assessment must be implemented as specified on the student's IEP or section 504 plan.
• Qualified personnel are selected and trained to administer and score the state-approved ELD assessment.
• No part of the assessment process may be waived by a parent or legal guardian.
	• Assessment Center personnel will use the state-approved ELD assessment to assess students in English Language Proficiency within 30 calendar days of initial enrollment in their home school.
	• The Assessment Center will hand score *initial assessments* and use the preliminary results to advise EL program placement.
	• The Assessment Center will generate and send home a parent notification letter for EL Program Placement within 30 calendar days of initial enrollment.
	  • Initial Assessment- Hand scores with preliminary results and will be used for parent notification (see appendix page ___)
	  • Annual Assessment - Official state-approved ELD assessment scores from the previous school year will be used for the parent notification. (see appendix page ___)
	• School personnel will be responsible for collecting signatures on the Annual Parent Notification form and filing them in EL Master Folders.
	• School personnel will be responsible for entering the date that is on the returned signed form in the ELL Parent Contact tab in Synergy.

Annual Assessment Procedures for Newly Enrolled Students

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

- Request a faxed copy of the student's state-approved ELD assessment scores for the purpose of proper program placement.
- Current state-approved ELD assessment scores will be input into Synergy.
- A copy of the state-approved ELD assessment Scores obtained from previous district will be stored in the Assessment Center.
- Parent Notification form will be sent home within 2 weeks of enrollment to inform parent of the student's program placement based on state-approved ELD assessment scores from previous district.

Initial Fluent English Proficient (I-FEP)

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

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

Primary Language Proficiency Assessment

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

- Spanish will be assessed on a district approved assessment (i.e., the Pre-LAS or the LAS). A fluent Spanish speaker will administer the assessment.

- Languages other than Spanish will be assessed through informal assessments that may include: teacher observation, informal interview, or parent questionnaire. The classroom teacher, instructional assistant, or other support personnel may conduct the informal assessment.

- A record of the primary language proficiency information will be entered in the blue English Language Learner Student's Master Folder and in the District's SIS.

B. PLACEMENT & ELD PROGRAM

Overview

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

District Background

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

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

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

English Learners Count

Year	*Number of English Learners*	*Percent of District Enrollment*
2012-13	3,416	65.3%
2013-14	3,346	65.6%
2014-15	3,289	65.4%
2015-16	3,264	65.3%

CDE - Data Quest

English Learners by School Site (March 2015)

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

CDE - Data Quest

English Learners by Language Groups

Language	*As % of District Total English Learners*
Spanish	99%
12 other languages	1%

CDE Data Quest 3.13.15

Federal Program Monitoring (FPM)

VI. Opportunity and Equal Education Access

VI-EL 17: Appropriate Student Placement

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

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

- (b) English Language Mainstream (ELM) program, a classroom in which the pupils are either native English language speakers or already have acquired reasonable fluency in English. (English Learners who do not meet the LEA criteria for participation in an ELM are placed in an ELM program at any time during the school year, if the parent or guardian so request.) (5 CCR § 11301(b))

- (c) For students with an approved parental exception waiver, an alternative program in which some or most of the instruction is delivered in the pupil's primary language, unless there is an IEP in which the IEP team determined the need for primary language instruction.

VI-EL 18: Parental Exception Waiver for Alternative Program

VI-EL 18. Parents and guardians of ELs must be notified of the opportunity to apply for a parental exception waiver for their children to participate in an alternative program in which some or all of the instruction is delivered in the pupil's primary language. (34 CFR § 300.324 (2)(ii).) (20 U.S.C. § 6312(g)(1)(A); EC 48985.)

- **18.1** LEA procedures for granting parental exception waivers must include the following:
  - (a) Parents and guardians are provided, on enrollment and annually, full written, and upon request, spoken descriptions of the structured English immersion program, English language mainstream program, alternative programs, and all educational opportunities available to the pupil. The descriptions of the programs shall include the educational materials to be used in the different options. (5 CCR §11309(a)(b)(1), EC § 310.)
  - (b) Parents and guardians are informed that a pupil must be placed for not less than 30 calendar days in an English-language classroom the first year of enrollment in a California school. (5 CCR § 11309(b)(2), EC § 311.)
  - (c) Parents and guardians are informed of any recommendation by the school principal and educational staff for an alternative program and are given notice of their right to refuse the recommendation. (5 CCR § 11309(b)(3), EC § 311.)
  - (d) Parental exception waivers are acted on within 20 instructional days of submission to the school principal. However, waivers submitted under EC § 311(c) must be acted on either no later than ten calendar days after the expiration of the 30-day English language classroom placement or within 20 instructional days of submission of the waiver, whichever is later. (5 CCR § 11309(c).)

- **18.2** Parental exception waivers shall be granted unless the school principal and educational staff determine that an alternative program offered at the school would not be better suited for the overall educational development of the pupil. (5 CCR § 11309(b)(4).)
- **18.3** If a waiver is denied, parents and guardians must be informed in writing of the reason(s) for denial and advised that they may appeal the decision to the local board of education if such an appeal is authorized by the local board of education, or to the court. (5 CCR § 11309(d).)
- **18.4** Each school in which 20 or more pupils of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the pupils to transfer to a public school in which such a class is offered. (EC § 310.)

VII. Teaching and Learning

VII-EL 19: ELD

VII-EL 19. As part of the core program provided through general funds, each English learner must receive a program of English language acquisition in order to develop proficiency in English as rapidly and effectively as possible. (Other funding sources may be used to supplement the core program.) (20 U.S.C. §§ 1703 (f), 6825 (c)(1)(A); EC §§ 300, 305, 306, 310, 313.1 (b); 5 CCR § 11302(a); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

VII-EL 20: Access to the Core Subject Matter

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

- **20.1** The LEA must have a means to assist English Learners to achieve at high levels in the core academic subjects to ensure that they meet the same challenging state content and achievement goals all children are expected to meet.
- **20.2** The LEA must monitor student academic progress and take action to overcome any academic deficits incurred while acquiring English. Actions to overcome academic deficits must be taken before the deficits become irreparable. (20 U.S.C. §§ 1703 (f), 6312, 6825 (c)(1)(B); EC §§ 306, 310; 5 CCR § 11302(b); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011].)

Program Options for English Learners

DEFAULT OPTIONS:		
	Option 1 - Structured English Immersion (SEI)	**Option 2 - English Language Mainstream(ELM)**
Appropriate Students:	• **Newcomers - Beginning levels of ELD**	• **EL students at Intermediate or above ELD level** • **EL students after 18 months**
Goal:	• **Academic English Proficiency**	• **Academic English Proficiency**
Description:	• **All English instruction with primary language support, as needed** • **Up to two school years**	• **All English instruction with primary language support, as needed** • **Until reclassified**
Quality Conditions:	• **Daily designated ELD** • **Daily integrated ELD for all Core subjects**	• **Daily designated ELD** • **Daily integrated ELD for all Core subjects**

<table>
<tr><th colspan="4">ALTERNATIVE PROGRAMS - WAIVER REQUIRED FROM DEFAULT</th></tr>
<tr><th></th><th>Option 1 - Transitional Bilingual (TBE)</th><th>Option 2 - Maintenance Bilingual (MBE)</th><th>Option 3 - Dual Immersion (DI)/ 2-Way Immersion</th></tr>
<tr><td>Appropriate Students:</td><td>• Newcomers
• EL students up to intermediate ELD level
• Usually in primary grades</td><td>• Newcomers
• EL students</td><td>• No more than ½ EL students
• Others EO or Heritage</td></tr>
<tr><td>Goal:</td><td>• Academic English Proficiency</td><td>• Academic English Proficiency
• Bilingualism and Biliteracy
• Biculturalism</td><td>• Academic English Proficiency
• Bilingualism and Biliteracy
• Multiculturalism</td></tr>
<tr><td>Sample Schedule:</td><td><table><tr><th>Gr.</th><th>Sp.</th><th>Eng.</th></tr><tr><td>K</td><td>RLA
Math
HSS</td><td>ELD
Mus.,Art, PE</td></tr><tr><td>1</td><td>RLA
HSS</td><td>ELD
Math, Sc.
Mus, Art, PE</td></tr><tr><td>2</td><td>RLA</td><td>ELD
Math, Sc, HSS
Mus, Art, PE</td></tr><tr><td>3</td><td></td><td>ELD, All</td></tr></table></td><td><table><tr><th>Gr.</th><th>Sp.</th><th>Eng.</th></tr><tr><td>K</td><td>RLA
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Math
HSS, Sc</td><td>ELD
Mus, Art, PE</td></tr><tr><td>2</td><td>RLA
Math
HSS</td><td>ELD
Sc, HSS
Mus, Art, PE</td></tr><tr><td>3</td><td>RLA, HSS
Math</td><td>ELD, RLA, Sc
Mus, Art, PE,</td></tr><tr><td>4-5</td><td>RLA, HSS, Sc.</td><td>ELD, RLA, Math, Mus, Art PE</td></tr></table></td><td>• Same as MBE plus SLD for non-EL students</td></tr>
<tr><td>Quality Conditions:</td><td>• Developmental program - students persist entire program
• Can be coupled with extended day Spanish Enrichment</td><td>• Developmental program - students persist entire program</td><td>• Developmental
• Ideal when non-EL students are higher SES</td></tr>
</table>

At the middle level, the district will provide specific class configuration options for all non-ELD classes, including:

MIDDLE SCHOOLS	**Option 1: EL Clusters** • Cluster EL students in an SEI or Mainstream classes, as per district direction. • Create EL clusters of up to, but no more than half of any class. • Clusters should be created by like-ELD level, in all courses, as much as possible.
	Option 2: EL Classes • Create SEI classes for Newcomers (for ELD levels 1, 2 and On Track 3 **in US schools for three years or less**) with 100% EL students for English (ELD) Math, History and Science. • Assign students to those classes by like-ELD level, with no more than 2 consecutive levels in a room. • Ensure that, by design, EL students are mixed with non-EL students for the remaining period of the day.
	Option 3: Create Mainstream classes (for ELD "On Watch" level 3's, 4, 5, REPs & EOs) • Ensure that these classes include a balance of high and lower performing students, EL and non-EL students, so that no section becomes a "remedial" group • Ensure that teachers assigned these classes design lessons that ensure active student engagement and include comprehension checks every 5-7 minutes of each period.

ELD

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

Defining Terms for SYSD

1. **Integrated ELD-** What was formerly called "SDAIE," this instruction occurs throughout the day for EL students receiving content instruction in English. The purpose is to promote content mastery through language supportive instruction.

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

Elementary Designated ELD Instructional Design		
	Less than 3 years in U.S. Schools	**4 or more years in U.S. schools**
ELD Levels 1-3*	**On Track** o Approximately 45 minutes, daily o Grouped by ELD level with maximum of 2 levels per group (if at all possible) o Focus: Beginning English language development o Program Recommendation: An explicit, systematic ELD program designed for relative Newcomers. May be independent of Core program.	**On Watch** o Approximately 45 minutes, daily o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA, with an academic language emphasis o Add extended day intervention (preview/review of Core)
ELD Levels 3*-5, until Redesignation	**On Track** o Approximately 45 minutes, daily o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA, with an academic language emphasis o Program Recommendation: No independent ELD program recommended. Rather, recommendation is to use ELD strategies attached to CORE ELA standards presented during CORE ELA period.	**On Watch** o Approximately 45 minutes, daily o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA, with an academic language emphasis toward redesignation.

Middle School ELD Instructional Design		
	Less than 3 years in U.S. Schools	**4 or more years in U.S. schools**
ELD Levels 1-3*	**On Track** o Approximately one full period, daily in addition to CORE ELA o Grouped by ELD level with maximum of 2 levels per group (if at all possible) o Focus: Beginning English language development o Program Recommendation: An explicit, systematic ELD program designed for relative Newcomers. May be independent of Core program.	**On Watch** o Approximately one full period, daily of integrated ELD in CORE ELA class in addition to one full period of ELA intervention, daily to support the CORE o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA, with an academic language emphasis o Add extended day intervention (preview/review of Core)
ELD Levels 3*-5, until Redesignation	**On Track** o Approximately one full period, daily as integrated ELD in CORE ELA class o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA, with an academic language emphasis o Program Recommendation: No independent ELD program recommended. Rather, recommendation is to use ELD strategies attached to CORE ELA standards presented during CORE ELA period.	**On Watch** o Approximately one full period, daily of integrated ELD in CORE ELA class in addition to one full period of ELA intervention, daily to support the CORE o Include with EO, RFEP, IFEP students o Group based on English Reading Language Arts performance o Focus: Preview and review of Core ELA, with an academic language emphasis toward redesignation.

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

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

SPED/EL program includes the following:

a. Initial identification and testing in the primary language and/or English, as applicable.

b. The Instructional Program:

1. English Language Development (ELD)

2. Primary Language and/or Specially Designed Academic Instruction in English (SDAIE) in the District's core curriculum based on diagnosed need.

3. Implementation of class/course section strategies to promote cross-cultural understanding and the development of a positive self-image.

c. Qualified Teachers (BCLAD/CLAD or EL Certification) and support staff will be trained to meet the cultural and linguistic needs of the SPED/EL students.

e. Translation of required parent notifications, documents, including IEP – parent rights to inform and involve parents of SPED/EL students and translation service will be provided.

Special Education Placement for English Learners Considerations

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

Additional screening may be necessary to determine:

a. Literacy skills in primary language

b. Language skills and basic knowledge in primary language

c. Computations skills

d. Correlation of English language proficiency level with the performance expectations of the student

C. RECLASSIFICATION & MONITORING

Overview

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

Measure of Evaluation:	Minimum Criteria:
English Language Proficiency Test (state-approved ELD assessment)	• Overall score - Early Advanced or Advanced • All 4 domains (Listening, Speaking, Reading and Writing) must have a score of Intermediate or above
Comparison of Performance in Basic Skills	• Two ELA district assessments with proficient scores (benchmark or challenge) - or - • CAASPP/SBAC overall ELA score (2,470 and above). • District approved assessment for reclassification
Teacher Evaluation and Academic Indicator	• Satisfactory on Teacher Evaluation Form for Reading and Writing.
Parental Consultation and Notification	• Letter mailed home to notify parents/guardians of their rights and encourage them to participate in the reclassification process with the opportunity for a face-to-face meeting. • Final letter to notify parents of reclassification.

***The San Ysidro School Board of Education revised and adopted the following Reclassification criteria, on Feb. 25, 2016.**

Federal Program Monitoring (FPM)

IV. Standards, Assessment, and Accountability

IV-EL 13: Evaluation of English Learner Program Effectiveness

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

- (a) Necessary improvements to programs and activities for which Title III have been used for LEP and immigrant students
- (b) The effectiveness of programs and activities in assisting EL students to attain proficiency and to meet academic achievement and content standards

- (c) Whether or not to continue the program or activities
- (d) The degree to which, within a reasonable amount of time:
  - i. English Learners are achieving English language proficiency comparable to that of average native speakers of English in the district
  - ii. Academic results indicating that English Learners are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703(f), 6841 (b) (c); Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011; EC § 64001(f).)

IV-EL 14: Reclassification

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

- (a) Assessment of English language proficiency (EC § 313(d)(1); 5 CCR § 11303(a).)
- (b) Comparison of pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate whether the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. (EC § 313(d)(4); 5 CCR § 11303(d).)
- (c) Teacher evaluation that includes, but is not limited to, the pupil's academic performance. ("Teacher" refers to the classroom teacher and other certificated staff with direct responsibility for teaching or placement decisions of the pupil.) (EC § 313(d)(2); 5 CCR § 11303(b).)
- (d) Opportunities for parent opinion and consultation during the reclassification process. (EC § 313(d)(3); 5 CCR § 11303(c).)

- **14.1** The LEA must maintain in the pupil's permanent record (regardless of the physical form of such record and to ensure transfer of documentation) the following:
  - (a) Language and academic performance assessments
  - (b) Participants in the reclassification process
  - (c) Decision regarding reclassification (5 CCR §§ 432, 434, 438.)
- **14.2** The LEA must monitor for a minimum of two years the progress of reclassified pupils to ensure correct classification, placement, and additional academic support, if needed. (20 U.S.C. § 6841; 5 CCR § 11304.)

Reclassification Procedures

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

Student remains an English Learner if criteria are not met.

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

Student remains an English Learner if criteria are not met.

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

Student remains an English Learner if criteria are not met.

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

District Criteria & Procedures: Reclassification and Monitoring RFEP Students

Department:	Responsibilities:

Assessment Center	• Identify reclassification candidates by school based on state-approved ELD assessment scores, SBAC scores, and ELA district benchmark data.
	  ◦ Round #1 - Beginning of school year (July/August)
	  ◦ Round #2 - Mid-year (January/February)
	  ◦ Round #3 - End of Year (May/June)
	• Generate initial parent notification letter for RFEP candidates.
	• Notify parents of reclassification and provide opportunity for face-to face conference.
	• Print and send home final parent notification.
	• Update language proficiency from EL to RFEP in Synergy.
	• Adjust student program in Synergy as needed.
	• Notifies Principal via email of student program changes.

Site Administration	• Oversee RFEP monitoring for up to 2 years to ensure progress towards proficiency. • Coordinate any intervention programs to facilitate needs of EL students that do not meet reclassification criteria or RFEP students that are not showing adequate progress by grade level standards.
Classroom Teacher	• Teacher completes the teacher evaluation form for RFEP candidates based on current progress for reading and writing. • Submit completed forms to Assessment Center within one week of receipt.

Special Education

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

MONITORING RFEP STUDENTS	
Overview	**Procedures**
• Reclassified students will receive two years follow-up monitoring by the district and site administration or designee and the classroom teacher. Progress will be checked and recorded on the Reclassification Monitoring Form at three months, year one, and year two following reclassification. • If the student's standardized test scores fall below the basic level in English Language Arts or the student's grades fall below satisfactory in any academic area, the school site team will re-evaluate the student's lack of progress and interventions will be recommended.	1. Assessment Center will provide each principal a list of all RFEP students after Round 1, 2, and 3 and at the start of each school year. 2. Assessment Center will provide the three month Reclassification Follow-Up form. This process will begin three months after the student has been reclassified. 3. Assessment Center will provide the year one and year two Reclassification Follow-Up forms on the month of the one or two year date after the student has been reclassified. 4. Site Administration will provide follow-up support services for students who do not demonstrate satisfactory progress and this is documented on the Reclassification Follow-up forms. These may include, but are not limited to: additional tutoring or counseling, training in test taking strategies, and modified work in reading, and language arts. 5. Assessment Center will conduct meetings with Educational Services Staff, Principals, Assistant Principals and Instructional leads to review pertinent English Learner data.

D. INTERVENTION FOR "ON WATCH" STUDENTS

Overview

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

1. Identification – Who Qualifies?

EL's	RFEP's
Any EL student that is not making adequate progress by moving one level per year (see Table 2)	Any reclassified student that is not meeting On Track criteria: • SBAC - Meeting Standard or Exceeding Standard on ELA • ELA grade – 2.0 average • ELA District Assessments – benchmark/challenge

2. Intervention Services and Progress Monitoring

Each student that is identified "On Watch" will be provided with the intervention programs and/or services as specified in the Intervention Plan. His/her progress is to be carefully monitored throughout the school year. The LAT will evaluate the student's progress and make modifications to interventions and goals as needed at the end of each ELA data reflection.

3. First Year Progress Monitoring and Program Evaluation (Strategic)

At the end of the first year's intervention program, the LAT will assess the student's growth and the effectiveness of the Intervention Plan.

- If the student is meeting proficiency based on district ELA assessments, he/she will be identified as "On Track" and will continue to be monitored through the data reflection process.
- If the student does not show growth or meet proficiency on district ELA assessments, he/she will be identified as "On Watch" and the LAT will develop an intervention plan based the student needs.

4. Second Year Progress Monitoring and Program Evaluation (Intensive)

At the end of the second year's intervention services, the student's most recent data is reviewed by the LAT to assess the student's growth and effectiveness. If the student fails to meet criteria for adequate progress in the second year, he/she will be referred to the Student Study Team (SST) for a more comprehensive examination of his/her needs and program planning. The student's progress and the program effectiveness will then be monitored through the SST process.

Federal Program Monitoring (FPM)

IV. Standards, Assessment, and Accountability

V-EL 13: Evaluation of English Learner Program Effectiveness

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

- (a) Necessary improvements to programs and activities for which Title III have been used for LEP and immigrant students
- (b) The effectiveness of programs and activities in assisting EL students to attain proficiency and to meet academic achievement and content standards
- (c) Whether or not to continue the program or activities
- (d) The degree to which, within a reasonable amount of time:
  - i. English Learners are achieving English language proficiency comparable to that of average native speakers of English in the district
  - ii. Academic results indicating that English Learners are achieving and sustaining parity of academic achievement with students who entered the district's school system already proficient in English (20 U.S.C. §§ 1703(f), 6841 (b) (c); Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989,1009-1011; EC § 64001(f).)

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

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

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

Identification of On Watch Students	
English Learners: • Any EL student that is not making adequate progress by moving one level per year (see Table 2 above)	**RFEP's:** Any reclassified student that is not meeting On Track criteria: • SBAC – Met/Exceeded in ELA section • ELA grade – 2.0/C or above • District Assessments – Benchmark or Challenge

Language Assessment Team (LAT)	
Elementary School: LAT consists of site administrator, Lead Teacher, and the student's teacher	**Middle School:** LAT consists of a site administrator, ELD teacher/coach, and the students ELA teacher (if different from ELD)

E. STAFFING AND PROFESSIONAL DEVELOPMENT

Federal Program Monitoring (FPM)

V. Staffing and Professional Development

V-EL 15: Teacher EL Authorization

V-EL 15. Teachers assigned to provide English language development and instruction in subject matter courses for English Learners must be appropriately authorized or are actively in training for an appropriate EL authorization. (20 U.S.C. §§ 6319 (a)(1), 6826 (c); EC § 44253.1, 44253.2, 44253.3, 44253.10; Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1009-1011.)

V-EL 16: Professional Development Specific to English Learn

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

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

District Criteria/Process:

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

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

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

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

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

Staffing

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

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

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

Recruitment

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

Training

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

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

Throughout the year, all personnel who work with English Learners (certified bilingual paraprofessionals, teachers, counselors and administrators) are encouraged to participate in staff development provided by the Language Development Office. These staff development workshops are designed to strengthen the instructional strategies for those who work with English Learners. These workshops are provided at the district level or at the school site. District staff development cannot be used to acquire the necessary credentials to teach English Language Development. However, classes may be used for contractual staff development.
The workshops may include but are not limited to the following:

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

Paraprofessionals

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

F. INVOLVEMENT

Federal Program Monitoring (FPM)

I. Involvement

I-EL 01: Parent Outreach and Involvement

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

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

I-EL 02: Translation of Information for Parents

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

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

I-EL 03: Private School Consultation and Participation

I-EL 3. The LEA must contact private school officials in the LEA enrollment area to provide an opportunity to receive equitable Title III educational services and benefits to address the needs of eligible LEP and immigrant students, their teachers, and their families. (20 U.S.C. § 6320)

- **3.1** On an annual basis, the LEA must consult with all non-profit private schools within its boundaries as to whether the private schools' students and teachers will participate in the Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement Program as part of the ESEA programs available to them. (20 U.S.C. § 6320.)
- **3.2** For participating private schools, the LEA must consult with appropriate private school officials during the design and development of the program concerning the following:
  - (a) Identification of students' needs. (20 U.S.C. §§ 6320 (b)(1)(A), 7881 (c)(1)(A).)
  - (b) What services and/or products will be offered. (20 U.S.C. §§ 6320 (b)(1)(B), 7881 (c)(1)(B).)
  - (c) Service delivery options, including services through a contract with a third-party provider. (20 U.S.C. §§ 6320 (b)(1)(C)(G), 7881(c)(1)(C).)
  - (d) Assessment and improvement of services. (20 U.S.C. §§ 6320 (b)(1)(D), 7881 (c)(1)(D).)
  - (e) The size and scope of services and the proportion of funds allocated. (20 U.S.C. §§ 6320 (b)(1)(E), 7881 (c)(1)(E).)
  - (f) Program delivery options. (20 U.S.C. §§ 6320 (b)(3), 7881 (c)(4).)

- (g) Reasons for not using a contractor preferred by private school officials. (20 U.S.C. §§ 6320 (b)(1)(H), 7881(c)(2).)
- (h) The right to complain to the state educational agency that the local educational agency did not engage in consultation that was meaningful and timely, or did not give due consideration to the views of the private school official. (20 U.S.C. §§ 6320 (b)(5)(A).)
- (i) Parents participate on an equitable basis in parental involvement services and activities.(20 U.S.C. § 6320 (a)(1).)
- (j) The LEA assesses identified students annually for English language proficiency using a valid and reliable instrument. (20 U.S.C. § 6320.)

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

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

- (a) Parent members are elected by parents or guardians of English Learners. (5 CCR § 11308(b).)
- (b) The school may designate an existing school level advisory committee, or subcommittee of such advisory committee, to fulfill the legal responsibilities of ELAC. (64001(a), 5 CCR § 11308(d).)
- (c) Conducting of a school-wide needs assessment (5 CCR § 11308(c)(2), (d).)
- (d) The ELAC advises the school site council (SSC) on the development of the Single Plan for Student Achievement (SPSA). (EC § 64001(a).)
- (e) The ELAC receives training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities. (5 CCR § 11308(d).)
- (f) The ELAC has the opportunity to elect at least one member to the DELAC or has participated in a proportionate regional representation scheme when there are 31 or more English learner parent advisory committees in the district. (5 CCR § 11308(b).) (EC §§ 35147, 52176(a), 62002.5.)
- (20 U.S.C § 6318(c)(5), 20 U.S.C. § 7012)

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

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

- **5.1** The DELAC must advise the school district governing board on all of the following tasks:
  - (a) Development of a district master plan for educational programs and services for English Learners that takes into consideration the Single Plan for Student Achievement. (5 CCR § 11308(c)(1).)
  - (b) Conducting of a district-wide needs assessment on a school-by-school basis. (5 CCR § 11308(c)(2).)
  - (c) Establishment of district program, goals, and objectives for programs and services for English Learners. (5 CCR § 11308(c)(3).)
  - (d) Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements. (5 CCR §11308(c)(4).)
  - (e) Review and comment on the school district's reclassification procedures. (5 CCR § 11308(c)(6).)
  - (f) Review and comment on the written notifications required to be sent to parents and guardians. (5 CCR § 11308(c)(7).)

- **5.2** The LEA must provide training materials and training, planned in full consultation with committee members, appropriate to assist members in carrying out their legal advisory responsibilities. (5 CCR § 11308(d).)

District Criteria/Process:

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

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

DISTRICT ENGLISH LEARNER ADVISORY COMMITTEE (DELAC)

Whenever 51 or more English Learners are enrolled in a district, the district has established a functioning district EL advisory committee (DELAC) on programs and services for English Learners or a sub-committee of an existing district committee that has met all of the following requirements:

(Education Code 52176)

The DELAC:

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

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

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

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

ENGLISH LEARNER ADVISORY COMMITTEE (ELAC)

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

The ELAC:

1. Has been elected by parents or guardians of English Learners at the school site by a written ballot with a tally sheet of the results.
2. Has advised the principal and staff on:

- The development of the school's plan for services to English Learners;
- The development of the school's needs assessment;
- The school's language census; and
- The school's efforts to inform parents of the importance of regular school attendance.

1. Has elected a DELAC representative
2. Has received training in the roles and responsibilities of the ELAC.
3. Has adopted, updated by-laws.

G. FUNDING

Federal Program Monitoring (FPM)

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

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

- **11.1** The LEA must use EIA-LEP carryover funds only to supplement, not supplant federal, state and local public funds. (20 U.S.C. §§ 1703(f), 6825(g), 54025(c); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.).
- **11.2** For LEAs with EIA-LEP carryover, the LEA must utilize no less than 85 percent of those apportionments at school sites for direct services to students. (EC §§ 63000, 63001.) 11.3 The LEA must use Title III funds only to supplement, not supplant, other federal, state, and local public funds. (20 U.S.C. §§ 1703(f), 6825(g), 54025(c); Castañeda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013.) The use of Title III funds must meet the following requirements:
  - (a) The LEA utilizes no less than 98 percent of Title III LEP apportionments on direct services to English Learners and may not use more than two percent of such funds for the cost of administering this program. (20 U.S.C. § 6825 (b).)
  - (b) The LEA assesses for reasonable Title III LEP and Immigrant alignment with the federal supplement, not supplant requirement. Title III funds must not be used to meet state requirements for translations. (20 U.S.C. §§ 1703(f), 6825(g), 54025(c); Castaneda v. Pickard [5th Cir. 1981] 648 F.2d 989, 1010, 1012-1013; EC §§ 48985, 62002, 64000(b)(c), 64001(g); 5 CCR § 11316.)

III-EL 12: Time Accounting Requirements

III-EL 12. The LEA must properly assess charges for direct or indirect costs of Title III LEP and Immigrant funds for salaries and wages in proportion to the allowable and identified quantity and duties of the employee.

- **12.1** Each employee paid in part from Title III and in part from other revenue, or an employee paid from multiple cost objectives, must complete a Personnel Activity Report (PAR) each pay period, or an approved sampling method must be used. (2 CFR 200, Attachment B, 8h)
- **12.2** Employees funded solely under Title III must complete a semiannual certification of such employment.(California School Accounting Manual (CSAM); 2 CFR 200 Attachment B, 8.h; 2 CFR 200, Subpart F; ED Cross-Cutting Section, III.B.2); (EC § 52853(a)(7).) (20 U.S.C. § 6825 (b).)

District Criteria/Process:

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

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

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

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

II. Governance and Administration

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

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

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

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

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

- **9.1** For schools with EIA-LEP carryover, the approved SPSA must contain:
  - (a) An analysis of academic performance and language development data to determine EL student and program needs
  - (b) School goals to meet the identified academic and language proficiency needs of EL students
  - (c) Activities to reach school goals that improve the academic performance of EL students
  - (d) Expenditures of EIA-LEP carryover allocated to the school through the Consolidated Application and Reporting System
  - (e) The means of annually evaluating the progress of programs toward accomplishing the goals, including determining whether the needs of all children have been met by the strategies used,

particularly the needs of English Learners, low-achieving students, and those at risk of not meeting state academic content standards (EC § 64001(f).)

- **9.2** The local governing board must review and approve the SPSA annually and whenever there are material changes to the plan (e.g., the school is designated as Program Improvement). (EC §§ 64000(a)(3), 64001(g).)
- **9.3** The SPSA must be consistent with the LEA Plan. (EC § 64001(h).)
- **9.4** LEAs that distribute Title III funds or services directly to schools must ensure that the Title III programs operated at the schools are included in SPSAs, administered in accordance with the LEA plan submitted to the CDE, and adhere to all applicable statutes and regulations. (20 U.S.C. §§ 9304(a))

III-EL 10: Inventory

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

- (a) Type
- (b) Model
- (c) Serial number
- (d) Funding source
- (e) Acquisition date
- (f) Cost
- (g) Location
- (h) Current condition
- (i) Transfer, replacement, or disposition of obsolete or unusable equipment
- **10.1** The school district must conduct a physical check of the inventory of equipment within the past two years and has reconciled the results with inventory records. (EC § 35168; 5 CCR § 3946; 34 CFR § 80.32 (d) (I); 34 CFR § 80.32 (d) (2.)

GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: RESOLUTION NO. 15/16-0011

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. 15/16-0011 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:** _____

Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	N/A

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

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 15/16-0011
RESOLUTION 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 re-elect 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
507-705	Teacher (Probationary)
460-240	Teacher (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 re-elected 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 will not be reemployed for the 2016-2017 school year. Nothing herein shall be deemed to confer any status or rights upon any employee in addition to those specifically granted to such employees by statute; and

BE IT FURTHER RESOLVED that the Superintendent, or his designee, is delegated the authority to take all actions necessary and proper to accomplish the purposes of this Resolution.

PASSED AND APPROVED by the Governing Board on March 10, 2016.
AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, _____, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

_____
Steven Kinney,
Clerk to the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: RESOLUTION NO. 15/16-0015

BACKGROUND INFORMATION:
Per California Education Code 44949 and 44955 and per a review of and modification to student services, it has been determined that it will be necessary to reduce or discontinue particular kinds of services at the close of the 2015-2016 school year.

RECOMMENDATION:
Adopt Resolution No. 15/16-0015 authorizing the District to reduce or discontinue particular kinds of services by the close of the 2015-2016 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	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 15/16-0015
RESOLUTION 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, as a result of a review of and modification to student services, this Board 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 8 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

WHEREAS, it shall be necessary to terminate at the end of the 2015-2016 school year the employment of certain certificated employees of the District as a result of the elimination of the programs and services.

NOW, THEREFORE, BE IT RESOLVED by the Board that the particular kind of service(s) identified above, and incorporated herein by reference as though fully set forth, shall be reduced or discontinued at the end of the 2015-2016 school year because that service will be provided to the District through strategic partnerships with local and community agencies; and

BE IT FURTHER RESOLVED that as a result of the modification to student services it is necessary to terminate at the end of the 2015-2016 school year, and no later than the beginning of the 2016-2017 school year, the employment of the full-time equivalent certificated positions identified above, and incorporated herein by reference as though fully set forth; and

BE IT FURTHER RESOLVED that the Superintendent, or his designee, is directed to send appropriate notices to all employees whose positions are affected by virtue of this action, in accordance with the provisions of Section 44949 and 44955 of the Education Code. Nothing herein shall be deemed to confer any status or rights upon temporary or probationary certificated employees or any other employee in addition to those specifically granted to such employees by statute; and

BE IT FURTHER RESOLVED that the Superintendent, or his designee, is delegated the authority to take all actions necessary and proper to accomplish the purposes of this Resolution.

ADOPTED by the Governing Board of the SAN YSIDRO SCHOOL DISTRICT on March 10, 2016 by the following vote:

AYES: NOES: ABSENT:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Steven Kinney, Clerk to the Governing Board, do hereby certify that the above and foregoing is a full, true and correct copy of a resolution passed and adopted by the said Board at a regular and conducted meeting held on said date.

_____
Steven Kinney,
Clerk to the Governing Board

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 15/16-0012 CESAR CHAVEZ DAY

BACKGROUND INFORMATION:
The challenge of educating our children for responsible citizenship is explicit in the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve. The framework, designed to guide local curriculum planners, stresses at each grade level the importance of teaching all students experiences of men and women of different racial, religious and ethnic groups. The framework embodies the understanding that our national identity, heritage, and creed are pluralistic. Mexican-American History reflects a determined spirit of perseverance and cultural pride in the struggle to equally share in the opportunities of this nation.

Cesar Chavez has inspired entire generations of Americans to participate in social and civic affairs and has motivated many to answer the call of public service. He conveyed hope and determination, especially to minority workers. Cesar Chavez, who was committed to non-violence in advocating change and was consistent with the principles of a democratic society, serves as a role model for all of our students.

RECOMMENDATION:
Adopt Resolution No. 15/16-0012 celebrating the life, values and sacrifices of Cesar Chavez by honoring his birthday, March 31st as "Cesar Chavez Day".

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

San Ysidro School District
Governing Board

Cesar Chavez Day **Resolution No. 15/16-0012**

WHEREAS, Cesar Chavez, founder and president of the United Farm Workers of America, passed away at the age of 66 on April 23, 1993;

WHEREAS, Cesar Chavez was a charismatic leader who conveyed hope and determination, especially to minority workers in their daily struggle against injustice and hardship; and

WHEREAS, Cesar Chavez inspired an entire generation of Americans to participate in social and civic affairs, and motivated many to answer the call to public service; and

WHEREAS, Cesar Chavez dedicated his life to the improvement of farm worker's employment and living conditions, and his struggles for that cause raised the social consciousness of the American Labor Movement; and

WHEREAS, Cesar Chavez was one of this Nation's most dynamic and effective spokesperson in the environmental and consumer movement against the heavy application of pesticides on food products; and

WHEREAS, the commitment of Cesar Chavez to non-violence in advocating change was consistent with the principles of a democratic society and serves as a role model for others to follow;

NOW, THEREFORE, BE IT RESOLVED by the San Ysidro School District Governing Board that the school district celebrate the life, values and sacrifices of Cesar Chavez by honoring his birthday, March 31st as CESAR CHAVEZ DAY. Additionally, the Governing Board encourages its personnel and community residents to implement activities that will educate the students and community on the contributions and principles of Cesar Chavez.

PASSED AND ADOPTED this 10th day of March, 2016 at a regular meeting of the Governing Board of the San Ysidro School District.

Marcos A. Diaz, President	Rodolfo Linares, Vice-President
Steven Kinney, Clerk	Antonio Martinez, Member
Rosaleah Pallasigue, Member	Julio Fonseca, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 15/16-0013 AGAINST HUMAN AND SEX TRAFFICKING OF CHILDREN

BACKGROUND INFORMATION:
Human trafficking is a global phenomenon that traps millions in cycles of exploitation for sex or labor and is often called "modern slavery."

Research by the Polaris Project indicates that the majority of trafficked persons come from vulnerable groups, including undocumented migrants, runaways and at-risk youth, oppressed and marginalized groups, and the poor, and that this occurs specifically because they are easiest to recruit and control. Many of these young people may be our students.

RECOMMENDATION:
Adopt Resolution No. 15/16-0013 Against Human and Sex Trafficking of Children.

☐ **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	
N/A (Amount)	N/A (Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 15/16-0013

AGAINST HUMAN TRAFFICKING AND SEX TRAFFICKING OF CHILDREN

WHEREAS, human trafficking is a global phenomenon that traps millions in cycles of exploitation for sex or labor and is often called "modern slavery" and is a direct affront to individual human rights and jeopardizes community health; and

WHEREAS, worldwide, the United Nations has estimated the market value of illicit human trafficking to be approximately $36 billion each year; and

WHEREAS, in a joint study conducted by the University of San Diego and Point Loma Nazarene University, and funded by the National Institute of Justice, it is estimated the underground illicit sex trade economy generates approximately $810 million in illegal revenue annually within San Diego County alone, and is second only to the illicit drug trade; and

WHEREAS, commercial sex trafficking includes "the recruitment, harboring, transportation, provision or obtaining of a person for the purposes of a commercial sex act." Children in "the life" are considered victims of severe forms of trafficking, and they are in our schools; and

WHEREAS, every year, hundreds of thousands of children, mostly girls in early adolescence, are at risk of being trafficked. They are subject to physical, verbal and sexual abuse. Specifically, they face social isolation, lack of care, manipulation and severe health concerns, including HIV. Getting out of the life isn't easy because many victims are trauma-bonded with those who exploit them, and they must overcome stigmatization and post-traumatic stress and, in some states, they also face the threat of a criminal record; and

WHEREAS, research by the Polaris Project indicates that the majority of trafficked persons come from vulnerable groups, including undocumented migrants, runaways and at-risk youth, oppressed and marginalized groups, and the poor, and that this occurs specifically because they are easiest to recruit and control. Many of our students are among these young people; and

WHEREAS, with the right training, paraprofessionals, teachers and school personnel can be first responders in this national emergency. Schools can be part of the frontline to combat the marginalization, criminalization and exploitation of our most vulnerable.

NOW, THEREFORE, THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the San Ysidro School District and its Governing Board support the fight to end human trafficking and especially condemns the ongoing exploitation and profit from child sex trafficking; and

Section 2. That the San Ysidro School District Governing Board seek and obtain resources to inform and educate the school community as a whole about the issue of sex trafficking and what they can do to take action against it; and

Section 3. That the San Ysidro School District Governing Board help prevent child trafficking by seeking training to help employees identify indicators of children at risk and to identify signs of child trafficking; and

Section 4. That the San Ysidro School District Governing Board address the consequences of human trafficking by supporting programs that counteract victims' criminalization and stigmatization, educate victims about their rights and opportunities, facilitate social reintegration, advance educational opportunities and assist in obtaining sustainable employment; and

Section 6. That the San Ysidro School District Governing Board reclaim the promise of healthy communities by supporting legislation to eradicate human trafficking in the United States and abroad.

PASSED AND ADOPTED this 10th day of March, 2016 at a regular meeting of the Governing Board of the San Ysidro School District.

Marcos A. Diaz, President	Rodolfo Linares, Vice-President
Steven Kinney, Clerk	Antonio Martinez, Member
Rosaleah Pallasigue, Member	Julio Fonseca, Ed.D., Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 15/16-0014 RAISING AWARENESS TO THE DANGERS OF NON-SUICIDAL SELF-INJURIOUS BEHAVIOR

BACKGROUND INFORMATION:
Non-suicidal Self-injurious Behavior (NSIB) is a serious concern impacting the health and safety of youth in the United States of America, including students in the San Ysidro School District.

The California Department of Public Health reported in 2013 that San Diego County had 56.4 self-inflicted injury hospitalizations per 100,000 people for individuals ages 5-20. NSIB can dramatically interfere with students' ability to successfully participate and receive a benefit from the academic and nonacademic programs offered by the District.

RECOMMENDATION:
Adopt Resolution No. 15/16-0014 Raising Awareness to the Dangers of Non-Suicidal, Self-Injurious Behavior.

☐ **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 #

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

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD

RESOLUTION NO. 15/16-0014

RESOLUTION OF THE SAN YSIDRO SCHOOL DISTRICT RAISING AWARENESS TO THE DANGERS OF NON-SUICIDAL SELF-INJURIOUS BEHAVIOR

WHEREAS, Non-suicidal Self-injurious Behavior (NSIB) is a serious concern impacting the health and safety of youth in the United States of America, including students in the San Ysidro School District; and

WHEREAS, NSIB is defined as "deliberate, direct destruction or alteration of Body tissue, without conscious suicidal intent but resulting in injury severe enough for tissue damage to occur;" and

WHEREAS, the California Department of Public Health reported in 2013 that San Diego County had 56.4 self-inflicted injury hospitalizations per 100,000 people for individuals ages 5-20, and reported the following number of self-inflicted injury hospitalizations per age group as follows:

- Ages 5-12 (20)
- Ages 13-15 (138)
- Ages 16-20 (208); and

WHEREAS, NSIB tends to begin during the teen years and if untreated may continue into adulthood; and

WHEREAS, youth with depressed mood and high anxiety are at higher risk for NSIB, as are those diagnosed with oppositional defiant disorder, major depressive disorder, dysthymia, and borderline personality disorder; and

WHEREAS, additional risk factors for NSIB may include:

- Physical and/or Sexual Abuse
- Neglect, Separation, or Loss (related to a parent or family member)
- Family Violence at Home
- Substance Abuse
- Emotional Reactivity and/or Intensity

- Hopelessness and/or Loneliness
- Risk Taking and Reckless Behavior
- Self-image and/or Insecurity Issues; and

WHEREAS, NSIB may include the following:

- Cutting
- Burning
- Interfering with wound healing
- Punching/hitting self or objects
- Inserting objects into skin
- Bruising or breaking bones
- Pulling out hair; and

WHEREAS, NSIB may be used as a method of:

- Coping with internal emotions
- Relieving emotional numbness
- Self-punishment
- Attention-seeking; and

WHEREAS, NSIB represents a pattern of behavior, rather than a single isolated event, and is perpetuated through both positive and negative reinforcement; and

WHEREAS, NSIB may lead to more serious outcomes including unintentional death or intentional suicide; and

WHEREAS, the National Vital Statistics System of the U.S. Center for Disease Control reported the leading cause of death for individuals ages 1-24 as unintentional injury, and suicide as the second and third most common cause of death for individuals ages 15-24 and ages 10-14, respectively; and

WHEREAS, NSIB can dramatically interfere with students' ability to successfully participate and receive a benefit from the academic and nonacademic programs offered by the District.

NOW THEREFORE, THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

The Board of Education calls upon all District staff, students, and parents in the San Ysidro School District to help raise the awareness about NSIB and support efforts that will improve this critical public health issue, including but not limited to, participating in training to recognize the risk factors and other signs of injury, utilizing District school psychologists, counselors, and nurses, when appropriate, to address concerns related to NSIB, and engaging mental health organizations in the community to better understand the issue and the impact it has on our youth.

PASSED, APROVED AND ADOPTED this 10th day of March, 2016.

_____
Marcos A. Diaz
Board President

ATTEST:

_____
Steven Kinney
Clerk of the Board of Education

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: REVISED 2016 GOVERNING BOARD MEETINGS SCHEDULE

BACKGROUND INFORMATION:
Education Code Section 35140 requires that the Governing Board by rule and regulation fix the time and place for its regular Governing Board Meetings. The Governing Board approved their 2016 meetings schedule at the Organizational Meeting held on December 10, 2015. In order for District operations to continue to run efficiently, there is a need for additional regular Board meetings in March and May of 2016. The Administration is recommending additional regular Board meetings on March 24, 2016 and on May 26, 2016. Board meetings will be held at the Education Center at 5:00 p.m.

RECOMMENDATION:
Approve the revised 2016 Governing Board Meetings Schedule to include additional regular Board meetings on March 24, 2016 and on May 26, 2016. Board meetings will be held at the Education Center at 5:00 p.m.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JAS

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

"Quality education and opportunity for all students to succeed."

Governing Board Meetings Schedule

January – December 2016

Closed Session: 5:00 p.m.-6:00 p.m.

Open Session: 6:00 p.m.

*January 21, 2016	Education Center
February 11, 2016	Willow School
February 25, 2016	Sunset School
March 10 , 2016	Smythe School
March 24, 2016	Education Center
April 14, 2016	Vista Del Mar School
May 12, 2016	La Mirada school
May 26, 2016	Education Center
June 9, 2016	Education Center
July 14, 2016	Education Center
August 11, 2016	Education Center
September 8, 2016	San Ysidro Middle School
October 13, 2016	Ocean View Hills School
November 10, 2016	Willow School
December 8, 2016	San Ysidro Middle School

*Exception due to holidays/non-working days

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 2016 CSBA DELEGATE ASSEMBLY ELECTION

BACKGROUND INFORMATION:
The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, and administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than 6 million school-age children.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic subregions or areas. Region 17 San Diego County has 10 vacancies. Attached you will find material regarding elections of representatives from Region 17 to the 2016 CSBA Delegate Assembly. Candidates who have been elected or re-elected will serve as their regions delegate for a two-year term beginning April 1, 2016 - March 31, 2018.

RECOMMENDATION:
Election of the following representatives to the 2016 CSBA Delegate Assembly (10 vacancies):
Elvia Aguilar (South Bay Union SD)*, Barbara Avalos (National SD)*, Marissa Bejarano (Chula Vista ESD)*, Maria Betancourt-Castaneda (National SD), Brian Clapper (National SD), Maria Dalla (National SD), Katie Dexter (Lemon Grove SD)*, Adrianne Hakes (Oceanside USD)*, Elizabeth Jaka (Vista USD)*, Claudine Jones (Carlsbad USD)*, Eduardo Reyes (Chula Vista ESD), and Debra Schade (Solana Beach ESD).

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

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

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

csba
California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE **Tuesday, March 15, 2016**

January 29, 2016

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Chris Ungar, President

Re: 2016 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Tuesday, March 15, 2016

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a "copy" of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the ballot on red paper is to be completed and returned.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2016.** ***No exceptions are allowed.***

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018. The next meeting of the Delegate Assembly is on Saturday, May 14 – Sunday, May 15 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA's website no later than Friday, April 1. Please do not hesitate to contact Charlyn Tuter in the Leadership Services Department at (800) 266-3382 ext. 3281 should you have any questions. Thank you.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2016**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2016 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of vacancies: 10 (Vote for no more than 10 candidates)

Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018

**denotes incumbent*

- ☐ Elvia Aguilar (South Bay Union SD)*
- ☐ Barbara Avalos (National SD)*
- ☐ Marissa Bejarano (Chula Vista ESD)*
- ☐ Maria Betancourt-Castaneda (National SD)
- ☐ Brian Clapper (National SD)
- ☐ Maria Dalla (National SD)
- ☐ Katie Dexter (Lemon Grove SD)*
- ☐ Adrianne Hakes (Oceanside USD)*
- ☐ Elizabeth Jaka (Vista USD)*
- ☐ Claudine Jones (Carlsbad USD)*
- ☐ Eduardo Reyes (Chula Vista ESD)
- ☐ Debra Schade (Solana Beach ESD)

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District/COE Name *Date of Board Action*

See reverse side for a current list of all Delegates in your Region.

Region 17 – Carol Skiljan, Director (Encinitas Union ESD)
24 Delegates (18 elected/6 appointed)

Below is a list of all the current Delegates from this Region.

Elvia Aguilar (South Bay Union SD), term expires 2016
Barbara Avalos (National SD), term expires 2016
Kevin Beiser (San Diego USD), appointed term expires 2017
Marissa A. Bejarano (Chula Vista ESD), term expires 2016
Katie Dexter (Lemon Grove SD), term expires 2016
Marne Foster (San Diego USD), appointed term expires 2017
Twila Godley (Lakeside Union SD), term expires 2017
Adrianne Hakes (Oceanside USD), term expires 2016
Beth Hergesheimer (San Dieguito Union HSD), term expires 2017
Elizabeth Jaka (Vista USD), term expires 2016
Claudine Jones (Carlsbad USD), term expires 2016
Michael McQuary (San Diego USD), appointed term expires 2016
Janet W. Mulder (Jamul-Dulzura Union ESD), term expires 2017
Tamera Otero (Cajon Valley Union SD), term expires 2017
Dawn Perfect (Ramona USD), term expires 2017
Jay Petrek (San Marcos USD), term expires 2016
Barbara Ryan (Santee ESD), term expires 2017
Priscilla Schreiber (Grossmont Union HSD), term expires 2017
Nicholas Segura (Sweetwater Union HSD), appointed term expires 2016
Charles Sellers (Poway USD), appointed term expires 2017
Arturo Solis (Sweetwater Union HSD), appointed term expires 2017
Julie Union (Solana Beach ESD), term expires 2016
Vacant, term expires 2016

County Delegate
Mark Anderson (San Diego COE), term expires 2017

Counties

San Diego

csba
California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

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Name: Elvia Aguilar

CSBA Region-subregion #: 17

District or COE Name: South Bay Union School District

Years on board: 25

Profession: Retired

Contact Number: 619-840-2559

E-mail: eaguilar@sbusd.org

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 3 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

My dedication to public education is reflected in my background, my organizational membership, and professional development, skills and experience I will bring to the Delegate Assembly. If elected, I will be committed and focused on strengthening relationships between districts and CSBA, partners, legislators, community leaders, and within CSBA itself.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been a Board Member of South Bay Union School District for 25 years and have held the positions of Clerk, Vice President, and President. I have also served on various District committees, including PTA (past President), PTSA, Booster Clubs, and a founding member and past President of the Education Foundation. I have also served our community as a member of the Optimist Club and LULAC. I have been a CSBA member for 25 years and have completed professional development, including the Masters In Governance and Master of Boardsmanship programs. I have represented Region 17 as a Delegate Assembly member for three years.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Boards of Education are entrusted by their diverse communities to ensure that high quality education is provided to each student. CSBA provides training support, resources, and inspiration to governing boards and superintendents to maximize their effectiveness in carrying out their critical leadership functions.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Elvia Aguilar *Date:* December 16, 2015

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

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Name: Barbara Avalos — CSBA Region-subregion #: 17

District or COE Name: National School District — Years on board: 7

Profession: Pre Need Counselor — Contact Number: 619-550-6856 — E-mail: barbaraava@hotmail.com

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 3 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

In my seven years as a member of the Governing Board, I have been involved in the selection committee for the Superintendent, Assistant Superintendent, Director and Principal searches. I have attended many functions representing the District and Governing Board in the community as well as having attended program assemblies, open houses, and parent nights at each of the school sites. Furthermore, I have visited each classroom in the District each year I have been a Governing Board member. I have completed the Masters in Governance Program and have attended the annual conferences in which I have strengthened my abilities and understanding as a member of the Governing Board. I have been involved in several committees throughout the community (health care, immigration, NALEO, etc.). I have served on the committee for the City area plan, which includes affordable housing. I also serve on the Board of Directors for the San Diego Organizing Project (SDOP). With the SDOP I worked to remove hazardous auto/body shops that were dangerously close to schools.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am our Governing Board's liaison to the Delegate Assembly, where I have assisted several times on the validation committee for the Golden Ball Award. I have participated as Principal for a Day for the Sweetwater Union High School District. As Board Clerk, I represented our District on the South County Region Committee with the challenge of developing a common calendar. As Board President I worked with our community on the passing of a local bond to help with upgrading our schools. With the passing of the bond, our District was able to, on a very short timeline, complete electrical and technology upgrades as well as install air conditioning at several of our sites, with the completion of the remaining four schools this summer. I have been involved in the development of our Strategic Plan as well as in the Local Control Accountability Plan. When re-elected, I shall continue to serve the diverse population of this region as well as the State that advocates for this region.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are three major challenges facing school boards in California. First is the volatile funding mechanism that the State has in place for schools where we have good funding years and bad funding years. School boards are forced to make difficult decisions during tough economic times that often negatively impact students in the classroom. The second issue relates to the lack of statewide funding and support for the building and maintenance of school buildings. Over the past few years, the total cost and support for these type of initiatives have been solely placed on the local communities. This is a major issue, especially in low income communities where school districts are less able to raise the money than school districts in more affluent communities. The third issue relates to testing and accountability and the need to have clear and fair accountability systems in place that support and encourage maximum student achievement in the State. CSBA can act as a voice for change and as an advocate for districts.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected. 11.10

Signature: Barbara Avalos *Date:* January 4, 2016

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2016 Delegate Assembly Candidate Biographical Sketch Form

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Name: Marissa A. Bejarano — CSBA Region-subregion #: 17

District or COE Name: Chula Vista Elementary School District — Years on board: 3

Profession: Deputy District Attorney — Contact Number: 619- 254-5450 — E-mail: marissa.bejarano@cvesd.org

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 2 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing as a Delegate because I believe that my experience as a school board member for the largest k-6 district in the state is valuable and helpful in promoting the interests of school districts throughout the state. Not only is the district I represent the largest but it is also a leader in education. In 2015, the district was the recipient of two Golden Bell Awards by the California School Board Association for its Live Well (its commitment to improve the health and well-being of students), and Community Opus (restoration of the arts project in conjunction with the San Diego Symphony and Conservatory). In addition, in 2015, CVESD students outperformed the state average by double digits, in the new state standardized testing. And, although an achievement gap persists between English Learners and the District's overall student population, the gap is narrower in Chula Vista than in many districts elsewhere in the state and county. District leaders are looking to replicate the successes of individual schools.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been on the CVESD board for 4 years. I have served as the Secretary of the board and I am currently serving as the Vice President. I have also been serving as a member of the Delegate assembly for three years. As a delegate assembly member I regularly attend the regional monthly meeting, and annual conference. In addition I am a member of Educators for the Future, a local group that works at improving education generally. I am also a member of the President's Latino Advisory Council at SDSU, and a member of the San Diego County Bar Association.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe that the biggest challenge is closing the achievement gap. I think that CSBA can help address that challenge by helping districts get together and share best practices. CSBA can also assist by helping school districts to obtain additional funding so that best practices can be implemented.

11.10

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Marissa Bejarano *Date:* 1/4/16

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Name: Maria Betancourt-Castaneda CSBA Region-subregion #: 17

District or COE Name: National School District Years on board: 1 year

Profession: School Board Trustee Contact Number: 619-846-2305 E-mail: mbc.nsdboard@gmail.com

Are you a continuing Delegate? ☐ Yes ☑ No If yes, how long have you served as a Delegate? _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a delegate to allow me to work with other local districts, county offices, the Board of Directors and Executive Committees.

Since I have been very involved at the school sites and have school aged children, I would be able to bring experiences from the perspective of parents and of the school level.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been actively volunteering at the school site since 2006. I was elected President of the Parent Teacher Organization in 2009-2012. I served on the School Site Council from 2011-2014. I have been a member of District Advisory Committee and District Stratefic Planning Committee. Served on the Board with the Neighborhood House Association Head Start Program. Volunteered in both the Senior Center and Tiny Tots programs in National City. For the past 5 years I have been an active board member and continue to be for the National City Pop Warner Football and Cheer Association.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges I feel governing boards face is being able to work as a team with other board member, administration, and all other stake holders. CSBA would be able to assist by providing additional support in training/education.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Maria Betancourt-Castañeda *Date:* 1-7-16

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2016 Delegate Assembly Candidate Biographical Sketch Form

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Name: Brian Clapper CSBA Region-subregion #: 17

District or COE Name: National School District Years on board: 3

Profession: Retired Contact Number: 619-962-9950 E-mail: bclapper51@gmail.com

Are you a continuing Delegate? ☐ Yes ☑ No If yes, how long have you served as a Delegate? _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Becoming a delegate will enable me to continue my endeavor in working to provide the best in education for our NSD student population as well as the other students in our state of California, along with our staff and community.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Elected in 2012 to NSD Board of Trustees - 2016 newly elected president
NC Public Library Trustee - 9 years
NC Traffic Safety Commissioner - 5 years
Lyons Club President - 4 years
4th of July Carnival Chairperson - 10 years
Church volunteer - 50 plus
OneSight Program core team member - 10 years

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Funding is a great challenge, along with educating students, we need to educate parents to get more involved. Continue working to provide the best tools, books, technology available to our kids. They are the future.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ *Date:* January 4, 2016

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California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

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Name: Maria Dalla — CSBA Region-subregion #: 17

District or COE Name: National School District — Years on board: One year

Profession: Human Resources Office Manager — Contact Number: (619) 318-4031 — E-mail: dallansdboard@cox.net

Are you a continuing Delegate? ☐ Yes ☑ No If yes, how long have you served as a Delegate?_____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

This is the end of the first year of my four-year term as school board member. I am seeking to become a California School Boards delegate because I want to participate in the policy making process to ensure that the California School Boards Association reflects the interests of the National School District and all school districts and county offices throughout the state. I have completed the California School Boards Association Masters in Governance Program and will continue gain insight by seeking every opportunity to be informed and continuing to learn. I am ready to fulfill a critical governance role within the Association as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Community involvement and a fierce desire to advocate for the students of the National School District is my main motivation for having sought election to the National School District Governing Board. During my first year as a school board member I have dedicated a great deal of time educating myself and gaining skills that will help me make informed decisions for the betterment of our students and our school district.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I see the allocation of school districts' limited resources as the biggest challenge facing most governing boards. There are many additional programs and projects that would benefit our students, but there is only "one pot of money" and many essential financial responsibilities pertaining to running a district that must be considered.

CSBA can help governing boards by continuing to foster effective relationships with the Legislature, the governor's office, Congress, the White House, administrative agencies and educational organizations to provide us the latest news and facts so that we can render effective local policy decisions that affect our districts.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Maria Dalla *Date:* December 6, 2015

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California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

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Name: Katie Dexter — CSBA Region-subregion #: 17

District or COE Name: Lemon Grove School District — Years on board: 13

Profession: Operations Manager — Contact Number: 619-992-1395 — E-mail: kdexter@lgsd.k12.ca.us

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 7 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

With 13 years on the Lemon Grove School Board, I bring experienced leadership in providing educational excellence for all students. I've made tough budget decisions necessary to balance the budget and strengthen the district while keeping cuts away from the classrooms. I've brought positive change for students. I've worked tirelessly with my colleagues to establish numerous partnerships for the district, as well as converting several of our schools to specialty program schools. I'm not afraid to address difficult issues, and continue to address the needs of children not only in my district, but those across the state. As a current member of the Delegate Assembly, I applaud this organization and its mission of advocating for children and the school board governance model. I believe in working toward a common goal, be it a policy platform or a new initiative designed to improve the lives of children. I'm honored to be a part of that movement.

Please describe your activities and involvement on your local board, community, and/or CSBA.

*Represented districts within San Diego County at the PUC (both in San Francisco and local hearings) as well as local legislators to address the electric rate hike shock, as well as upcoming solar issues.
*President of San Diego County School Boards Association, 2014-present
*AEC Planning Committee Member, 2014
*CSBA Nominating Committee, 2013
*District Insurance Committee, 2013-present
*District Safety Committee, 2013-present
*California Schools VEBA Board of Directors, 2011-present
*District Wellness Committee, 2006-present
*Masters in Governance graduate, 2006

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Defining what public education looks like and fighting for adequate funding to support that is one of the biggest challenges governing boards face at this time. CSBA must continue to be part of that conversation at every level, and all board members must be a part of the solution by ensuring their voices are heard alongside CSBA's. Board members are the best source of accurate and complete information about what students need to be successful in this ever-changing society. We must continue to be the voice for children and stand up to state and federal legislators and fight for what our children deserve. CSBA must continue to help board members become more effective advocates for their students.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ *Date:* 1.4.16

Lemon Grove
School District

8025 Lincoln Street • Lemon Grove, California 91945-2515
(619) 825-5600 • FAX (619) 462-7959
www.lgsd.k12.ca.us

December 30, 2015

Dear California School Boards Association:

The Governing Board of the Lemon Grove School District unanimously approved the nomination of Mrs. Katie Dexter as a candidate for the CSBA Delegate Assembly at its regular meeting on December 8, 2015. It is my privilege and pleasure to endorse her candidacy and to encourage your support for her in the upcoming CSBA election.

Katie has a long-standing record of serving youth in the Lemon Grove community. She has served as President of the PTA and Music Parents Association. She has also participated on the District's Wellness Committee, Negotiations Team, Budget Advisory Committee, Music and Arts Committee, District Insurance Committee, District Safety Committee, and Extended Day Program Committee. She has been the Board representative to the City-School District Collaboration Committee and received Beyond Diversity training. She has been an advocate for full-day kindergarten and Preschool For All within the District.

Katie was elected to her first term of office as a member of the Governing Board on November 5, 2002, and has served as Board President multiple times, completing her most recent term in December 2015. She has also served as President of the San Diego County School Boards Association since 2014. She provides positive leadership to the District by drawing upon her many experiences in the community along with her dedication to students, parents, and staff and her belief in public education.

Katie has completed the CSBA Masters in Governance Program and has attended the annual CSBA Conference for ten years. She served on the CSBA's Nominating Committee in 2013 and AEC Planning Committee in 2014. In addition, she has been working with the California Schools VEBA Board of Directors since 2011. Katie has also represented San Diego County school districts before the PUC to address electric rate hike shock and ongoing solar issues.

Katie believes she can contribute to the Delegate Assembly by drawing upon her knowledge of education and children's issues as well as her insights into school board governance issues. She is highly motivated and dedicated to the process of educating children.

Please join the Lemon Grove School District's Governing Board in supporting Katie Dexter as one of Region 17's representatives to the CSBA Delegate Assembly.

Sincerely,

Ernie Anastos
Superintendent

csba
California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

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Name: Dr. Adrianne Hakes CSBA Region-subregion #: 17

District or COE Name: Oceanside Unified School District Years on board: 15

Profession: Board Member Contact Number: 760-966-4006 E-mail: ahakes@cox.net

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 3-1/2 yrs

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Having served as a CSBA delegate from San Diego county for 3 ½ years, I am ready, willing and able to continue serving. As a retired educator (aide, teacher and administrator) I believe I have the knowledge, interest, time and energy to continue serving as a delegate. I have been on my school board for 15 years and I think we still have a long way to go to insure robust funding for our students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

In my fifteen years on the Oceanside Unified school board, I have held all the officer's positions at least twice if not three times and am now the current Vice President. The district committees that I am on include the Wellness Committee and the GATE parent committee, others as needed. My current focus on the school board is to make sure ALL students feel safe in school including the LBGTQ students. A large portion of our north San Diego county students do not feel safe or supported in school and many attempt and some succeed at committing suicide because of the bullying they receive.

In my community, I am on the Oceanside Library Board of Trustees, the Oceanside Charitable Board and the American Association of University Women Carlsbad, Oceanside, Vista Branch Board and have been for many years.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing education in California is the constant fight for robust funding. It was hard breaking in 2008 to lay off teachers we had hired when I came on the board in 2000. The frustration of not having robust funding has impacted our district's ability to do the best we can for our kids. We have a large percentage of Title 1 students who need extra help in a variety of ways including counseling, medical and eyesight evaluations, overcoming food insecurities and even having enough clothing. In addition, a large Special Education program that is not fully funded affects our general fund budget and in most recent years at least one charter school application a year which takes staff time and effort to review and our students if successful.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Adrianne Hakes *Date:* 12/8/15

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: Elizabeth Jaka — CSBA Region-subregion #: 17

District or COE Name: Vista Unified School District — Years on board: 7

Profession: Community Volunteer — Contact Number: 760-732-3727 — E-mail: elizabethjaka@vistausd.org

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 3 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It has been an honor to be a part of the Assembly and to have a hand in this organization's efforts to support our students.

The CSBA Delegate Assembly is a powerful and effective force on behalf of public education. I have the time, energy and interest to fully commit to fulfilling the duties of this position, and I have the experience to make me a strong representative.

I became involved in advocacy on behalf of children more than 20 years ago when I took on the Public Policy position for the San Diego County Family Child Care Association. I continued to advocate for children and inform the community of children's issues through the PTA Legislation Chair position and as co-chair of Vista's Parents' Legislation. Delegates Assembly makes it possible for me to continue advocating for children and public education.

Please describe your activities and involvement on your local board, community, and/or CSBA.

My involvement in the district began when my children were young, long before being elected to the board in 2008. I served on many district committees such as Bond Oversight, DPAC, SSC, and Budget Committees, as well as being active in PTA and (in my childcare days) the local Child Care Association.

I have been on the board for 7 years. While serving as President I led a successful search for a new Superintendent. Other activities include working with another board member to develop a Board Handbook, representing the board in the community, building relations and strengthening communication. I regularly participate in collaboration meetings between our district and the two cities that serve most of our students.

I am currently serving my second year as Vice President of the SDCSBA and co-chair of the Honoring Our Own Awards celebration. I just completed one term serving on the CSBA Annual Education Conference Planning Committee and have been asked to serve on the committee again next year.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge continues to be funding. In spite of the recent budget increases, California's public education system remains woefully underfunded. We're still not budgeted at a level where we can provide adequate counselors, librarians and other supports. Many districts do not have arts programs for lack of funding. Those of us with portable classrooms are seeing the end of the life expectancy of those classrooms with no money available to replace them. To make this issue more difficult, school boards are often not given the control they need to make the right decisions for their students. One size does not fit all, and we need the flexibility to decide how best to meet the needs of our students in our districts.

CSBA's participation in the Education Legal Alliance and the lawsuit over the manipulation of Prop 98 are great steps forward in securing the funds we need to create access to better education for our students as are continued efforts to meet with legislators and educate them on the issues we face in public education.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: R. Elizabeth Jaka — *Date:* 8 December 2015

Elizabeth Jaka
Community Service Résumé

2014-Present	CSBA AEC Planning Committee	Committee Member
2014-Present	SD County School Boards Association	Vice President
2010-2015	Vista High School *Key Club*	Kiwanis Advisor
2008-Present	*Kiwanis Club of Sunrise Vista*	Newsletter Editor (2011-Prsnt) President (Present)
2006-Present	Vista High Annual Student Registration	Community Volunteer
2009-2012	District School Liaison Team (Community collaboration for DAIT)	
2009-2011	*MANA de North County San Diego*	Parliamentarian (09-11)
2007-2011	Character Leaders Oversight Committee	Parent Representative
2007	High School Name Committee	Chair
2006-2007	Vista High WASC Committee	Parent Representative
2006	Middle School Restructuring Task Force	Parent Representative
2005 -2006	VUSD Attendance Intervention Methods	Parent Representative
2004-2005	VUSD Budget Committee	Parent Representative
2002-2007	VUSD Citizens' Bond Oversight Committee (CBOC)	DPAC Representative
2002	VUSD Boundary Committee	Elementary Parent Rep
2001-2007	Parents' Legislation Council/Forum	Co-chair (2005-2007)
2001-2002	Classrooms for Kids – Bond Committee	Community Member
2001-2002	Local Facilities Finance Committee	DPAC Representative
1999-2008	District Parent Advisory Committee (DPAC)	Chair (2000 to 2006)
1999-2008	PTA at Elementary, Middle School, High School & Council Level	President, Newsletter Editor, Legislation, Parliamentarian & Leadership Committee
1998-2008	School Site Council at Elementary, Middle School & High School level	Council Chair (99 to 08)
1995-1999	Stop Violence Against Children (SDAEYC break-away committee)	Member at Large
1991-1998	Childcare Assistance and Resource Education (with State Licensing Ofc.)	Director, Co-developer & Presenter
1993-1997	San Diego Association of Educators of Young Children (SDAEYC)	Public Policy Intern
1988-1998	San Diego County Family Child Care Association (SDFCCA)	Newsletter Editor (95-98) Public Policy (93-96) Public Relations (91-92) Referral Rep (89-91)

csba
California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

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Name: Claudine Jones — CSBA Region-subregion #: Region 17

District or COE Name: Carlsbad Unified School District — Years on board: 2

Profession: Independent Contractor — Contact Number: 760-579-1822 — E-mail: cjones@carlsbadusd.net

Are you a continuing Delegate? ☑ Yes ☐ No — If yes, how long have you served as a Delegate? 1 yr

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Serving this past year as a Delegate Assembly member, I learned how important it is for CSBA to continuously receive a variety of feedback and input from the field about issues facing schools. The members of the Delegate play an integral role in helping CSBA receive that feedback to drive their important policy initiatives. They also help shape their legislative work and many other aspects of their important efforts on behalf of boardmembers in CA.

I ask for your vote to continue serving my fellow boardmembers as a delegate to ensure that CSBA remains focused on the issues that are most important to you. I have nearly completed my Masters in Governance and am expecting to complete the final module in March. I recently completed the USC CBO Program and am CASBO-certified. I also have strong working relationships with my local legislators in North County San Diego. I'm a proven leader, an experienced legislative advocate, and feel adequately prepared to continue serving as a delegate for CSBA.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Starting at the school level, I'm actively involved in my children's school's PTAs, as well as in their classrooms. I serve as legislative chair for both schools and am active in various subcommittees. At the district level, I served as the Council PTA legislative chair for 4 years. I also co-founded a parent and community budget group to better understand the financial circumstances of the district, as well as help find external resources to bridge the funding gap. In September 2013, I was unanimously appointed to an open board seat; in November 2014, I was top vote-getter for a 4-year seat, and am currently serving the board as Vice President. In November 2014, I was thrilled to be appointed to an open seat on the CSBA Delegate Assembly, and recently became legislative chair for the 2015-16 school year. On the CUSD board, I currently sit on a superintendent sub-committee for LCAP and Continuous Improvement Cycle; I also serve on the district's audit committee and the Carlsbad Chamber Education committee. I recently became CASBO certified.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the biggest challenge facing boards today is navigating the tremendous amount of reform and change we're currently experiencing. Our boards have had to quickly learn about a new funding model, a new accountability plan, new standards, new testing, as well as many new laws related to doing the business of education every legislative session. These daunting challenges require the help of an organization like CSBA, where Boardmembers can receive training, webinars, and instructional materials, so they can learn about the changes and make informed decisions for their schools and their communities. CSBA makes it their business to review, analyze, and communicate changes or laws coming down the channel that may affect our schools. They also support the efforts of boards to advocate for their communities when changes, such as the local reserve cap, could adversely affect their ability to do business. I am a proud supporter of CSBA and I ask for your vote to continue serving as a delegate.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Claudine Jones — *Date:* 11/10/15

csba
California School Boards Association

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Name: Eduardo Reyes, Ed.D. CSBA Region-subregion #: 17

District or COE Name: Chula Vista Elementary School District Years on board: 1

Profession: Principal Contact Number: E-mail: eduardo.reyes@cvesd.org

Are you a continuing Delegate? ☐Yes ☑No If yes, how long have you served as a Delegate?_____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a CSBA delegate because I want to have an active participation on the continuous development of educational practices that promote high academic results in school districts. In my 22 years in the educational field, I have had the opportunity to work as a classroom teacher, program manager, district administrator, assistant principal, principal, and college adjunct professor. I have worked in the K-6, 7-12, adult school, ROP / CTE, and university levels. I bring a wealth of experiences that allow me to have an in-dept knowledge of educational systems and practices that have been proven effective to reduce the achievement gap, promote cultural competence, and improve the educational achievement of sites and districts.

I would like to continue this work by helping impact other disticts throughout California by working with governing boards and supporting the work done by CSBA.

Please describe your activities and involvement on your local board, community, and/or CSBA.

1. Member of the National Association of Latino Elected and Appointed Officials.
2. Member of the National Autism Association.
3. Member of the California School Leadership Academy.
4. Member of the California Association of Latino Superintendents and Administrators.
5. Past-President of Professional Adults in Continuing Education.
6. Former Legislative Representative for California Council in Adult Education.
7. Member of the Hispanic Chamber of Commerce in San Diego.
8. Board Member of Fundacion EduPaz.
9. Member of LATF (Lebanese-American Taekwondo Federation)
10. Past Board member of R.I.S.E. (non-profit organization that support young women)

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are several challenges facing governing boards. One of those challenges is building strong relationships between board members and superintendents to enable the district to work cohesively. Part of the formula to build such relationships is for governing boards to have a thorough understanding of the financial, educational, and legal issues and trends surrounding school districts and education in California. Currently, there are several educational reforms that need to be addressed and implemented in a united front to provide students with the best educational resources available.

CSBA can help address these issues by continuing to provide professional development and training to board members and superintendents, by being proactive in sharing educational reforms and their impact on education and best practices, and by supporting governing boards when issues arise.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Date:* January 5, 2016

Eduardo Reyes
1385 Long View Drive
Chula Vista, CA 91915
(619) 204-2191
ereyes7@hotmail.com

EXPERIENCE

Principal, *Bonita Vista Middle School,* January 2015 – Present

Principal, *Options Secondary School (7-12 Alternative School),* October 2013 – December 2014

Assistant Principal, *Hilltop High School,* February 2009- June 2014

Speaker and Consultant, *OUSIA.mx,* Tijuana, Mexico. July 2010 – June 2014

Program Manager, *Regional Occupational Program (ROP),* August 2005 – February 2009.

Executive Director / Founder, Holy *Cross Elementary School (PreK – 9th grade).* January 2005 – June 2008

Intersession Principal, *San Ysidro High School,* September 2002 – September 2004.

Assistant Principal, *San Ysidro High School,* September 2001- June 2005.

Adjunct Professor, *University of Phoenix,* March 2002 – September 2003

Assistant Principal, *Southwest Junior High School.* August 1998 – Sept. 2001

Classroom Teacher, *Chula Vista Adult School.* June 1993 – August 1998.

Adjunct Professor, *CETYS University,* September 1997 – July 1998.

Financial Analyst, *ITT Financial Corp*, January 1989 – November 1993.

EDUCATION

Doctorate Degree in K-12 Educational Leadership

Education Specialist Degree in Educational Leadership

Master's Degree in Business Administration

Bachelors Degree in Business Administration with emphasis in Marketing

DISSERTATION

Compact for Success: Achieving Student Success Through a School University Partnership.

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Name: Debra H. Schade — CSBA Region-subregion #: 17

District or COE Name: Solana Beach School District — Years on board: 13

Profession: Health Research — Contact Number: 858-525-2625 — E-mail: dschade@sbsd.net

Are you a continuing Delegate? ☐ Yes ☑ No If yes, how long have you served as a Delegate? _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have served on the Solana Beach School District Board for 13 years. During this time I have been involved in a wide variety of education and local governance issues. I want to bring my record of leadership and advocacy to represent Region 17 in the CSBA Delegate Assembly. As a board member I have been involved in our Regional Legislative Action Network and accompanied our superintendents to Sacramento to meet with legislators over issues concerning education in California. I have represented our district on joint education committees with the mayor and members of the Solana Beach City Council and San Diego City Council members. Since 2002 I have been an active member of CSBA attending workshops, continuing education and annual conferences. I will complete my CSBA Masters in Governance in May 2016. I have attended the Coalition for Adequate School Housing (CASH), Small School District Assoction (SSDA), National School Board Association (NSBA) and California Women Lead Annual Conferences.

Please describe your activities and involvement on your local board, community, and/or CSBA.

As an active leader in education, I have been involved as a volunteer and advocate for the past 16 years. Initially serving as a classrooom volunteer, PTA member, Foundation and School Site President, I was then elected to the SBSD board in 2002. I have been involved in many volunteer and community service activities including Kids Korps USA, Teen Volunteers in Action, Del Mar Water Polo Club and Canyon Crest Academy Parent Athletic Liason. I am currently serving as Board Vice President (04-05 and 14-present) and was Board President 2006-2008. During my tenure on the board I have served as Board representative to various district and regional committess including North County Consortium for Special Education (NCCSE), San Dieguito Alliance for Drug Free Youth, District Wellness Committee, Child Nutrition Focus Group, Facilities Master Planning Committee, District Envision Team and the District Recyclying Committee. I have been nominated for 2016 ACSA Region 18 School Board Member of the Year for work in STEM education and innovation.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the recent concurrent amount of change affecting students and education in California as well as the continued fight for adequate state funding. New Common Core standards have challenged districts to train and support staff in new curriculum and implementation for classrooms. Our new student assessment system challenges districts and board members to understand and interpret results for improvement and celebration. Understanding and developing a compliant Local Control Funding Formula (LCCF) is also a current focus for board members. CSBA has been at the forefront of these changes and continues to provide information, education and support for districts and board members in their efforts to face the staggering amount of changes in education while remaining focused on a positive vision for the future. With opportunites for collaboration, education, and communication CSBA helps by providing support of focused strong leadership for board members during this time of change.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ *Date:* 1-5-16

DEBRA H. SCHADE PH.D.
529 MAR VISTA DRIVE
SOLANA BEACH, CALIFORNIA 92075
dschade@sbsd.net

PUBLIC SERVICE

SOLANA BEACH SCHOOL DISTRICT BOARD OF TRUSTEES
ELECTED 2002
PRESIDENT 2006-2008 • VICE PRESIDENT 2004-2005, 2014-PRESENT

SCHOOL DISTRICT COMMMITTEES: DISTRICT WELLNESS COMMITTEE • SOLANA BEACH EDUCATION FOUNDATION • DISTRICT SCHOOL SITE PLANNING COMMITTEE • DISTRICT STRATEGIC PLANNING COMMITTEE • DISTRICT GATE COMMITTEE • CHILD NUTRITION FOCUS GROUP • DISTRICT RECYCLING COMMITTEE • ENVISION COMMITTEE STEM INITIATIVE • NORTH COUNTY CONSORTIUM FOR SPECIAL EDUCATION (NCCSE) REPRESENTATIVE

CSBA INVOLVEMENT

MASTERS IN GOVERNANCE (CSBA MIG GRADUATE 5/2016) • CSBA ANNUAL CONFERENCE ATTENDEE SINCE 2002 • CSBA BOARD RETREAT WORKSHOP • SCHOOLS FOR SOUND FINANCE MEMBER AND WORKSHOP PARTICIPANT • SMALL SCHOOL DISTRICT ASSOCIATION (SSDA) OF CALIFORNIA CONFERENCE ATTENDEE • COALITION FOR ADEQUATE SCHOOL HOUSING (CASH) ANNUAL CONFERENCE ATTENDEE • NATIONAL SCHOOL BOARD ASSOCIATION (NSBA) ANNUAL CONFERENCE ATTENDEE • CALIFORNIA STEM CONFERENCE ATTENDEE

LEGISLATIVE EXPERIENCE

REGIONAL LEGISLATIVE ACTION NETWORK • MEETINGS REGARDING EDUCATION ISSUES WITH LEGISLATORS IN SAN DIEGO AND SACRAMENTO INCLUDING FORMER U.S. REPRESENTATIVE RANDY CUNNINGHAM, FORMER STATE SENATOR DEDE ALPERT, FORMER STATE SENATOR BILL MORROW, FORMER ASSEMBLYMAN MARK WYLAND, FORMER SAN DIEGO CITY COUNCILMAN SCOTT PETERS, SAN DIEGO CITY COUNCILWOMEN SHERRI LIGHTNER AND STATE SENATOR MARTY BLOCK • CITY OF SOLANA BEACH LIASION COMMITTEE WITH MEMBERS OF SOLANA BEACH CITY COUNCIL • CALIFORNIA WOMEN LEAD CONFERENCE ATTENDEE

COMMUNITY SERVICE

SAN DIEGUITO ALLIANCE FOR DRUG FREE YOUTH • KIDS KORPS USA CHAPTER PRESIDENT • TEEN KORPS USA CHAPTER PRESIDENT • TEEN VOLUNTEERS IN ACTION (TVIA) PARENT VOLUNTEER • SITE COUNCIL PRESIDENT • SOLANA BEACH EDUCATION FOUNDATION SITE PRESIDENT • SCHOOL PLAYGROUND VOLUNTEER • SKYLINE YOUNG SCIENTIST CLUB COORDINATOR • CLASSROOM VOLUNTEER • CANYON CREST ACADEMY BOYS SOCCER PARENT LIASION • CANYON CREST ACADEMY BOYS WATER POLO PARENT LIASION • MIRACLE LEAGUE OF SAN DIEGO VOLUNTEER • SAN DIEGO SURF SOCCER TEAM MANAGER • DEL MAR WATER POLO CLUB TEAM MANAGER • EARL WARREN SURF TEAM MANAGER

PERSONAL

PH.D. PUBLIC HEALTH PROMOTION
MARRIED WITH THREE SONS WHO ATTEND(ED) SOLANA BEACH SCHOOL DISTRICT AND SAN DIEGUITO UNION HIGH SCHOOL DISTRICT SCHOOLS • ERIC IS A JUNIOR AT UC BERKELEY BIOENGINEERING • JOHN IS A FRESHMAN AT SYRACUSE UNIVERSITY ARCHITECTURE • ANDREW IS A SOPHOMORE AT CANYON CREST ACADEMY

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operations Officer

AGENDA ITEM: SECOND AMENDMENT TO EMPLOYMENT AGREEMENT WITH THE SUPERINTENDENT

BACKGROUND INFORMATION:
On June 11, 2015, the Governing Board approved the employment agreement with the Superintendent. On September 24, 2015, the first amendment was approved to reflect the correct not to exceed allowance amount for moving expenses.

A second amendment is being submitted to amend the term, as well as Sections 7(B), 11(B), and 11(C) of the overall employment agreement with the Superintendent.

RECOMMENDATION:
Approve the second amendment to the Superintendent's employment agreement.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JAS

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #

Per Agreement	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: September 24, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: SECOND AMENDMENT TO DEPUTY SUPERINTENDENT'S (FORMERLY CHIEF OPERATING OFFICER) EMPLOYMENT AGREEMENT

BACKGROUND INFORMATION:
On August 13, 2015, the Governing Board approved the employment agreement with the Chief Operating Officer. On September 24, 2015, the first amendment was approved to reflect corrections to several items on the agreement such as appropriate designation as classified management, enrollment in CalPERS, professional schedule & allowances and number of work days.

A second amendment is being submitted to amend the term, job title, as well as Sections 6(B), 10(B), 10(C) and Exhibit A of the employment agreement.

RECOMMENDATION:
Approve the second amendment to the Deputy Superintendent's (formerly Chief Operating Officer) employment agreement.

☐ **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 #

Per Agreement	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: MANAGEMENT SALARY SCHEDULE - REVISED

BACKGROUND INFORMATION:
The Governing Board has approved the new positions listed below. Due to these new positions now in place it is necessary to update the Management Salary Schedule to include these positions:

- Coordinator of Information Technology
- Assistant Director of Child Nutrition Services
- Assistant Superintendent of Educational Services

RECOMMENDATION:
Approve the revisions to the Management Salary Schedule.

☐ **Renewal** ☐ **New** ☐ **Amendment** ☐ **Ratify** ☒ **Other - Revision** **Business Services Reviewed:** _____

Financial Implications? ☐ Yes ☐ No

Are funds for this item available in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #

(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
Management Salary Schedule
Annual

TITLE	NO. OF DAYS	RANGE	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Y9
Principal – Elementary	207	42	104,433	106,984	109,588	112,248	115,011	117,819	121,354	124,995	128,745
Principal – Middle School	207	42	104,433	106,984	109,588	112,248	115,011	117,819	121,354	124,995	128,745
Assistant Principal – Elementary	207	38	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Assistant Principal – Middle School	207	38	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Coordinator of Program Development	260	29	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Coordinator of Child Development	225	37	100,680	103,128	105,630	108,203	110,831	113,515	116,921	120,428	124,041
Director: Special Education & Special Services	225	41	110,831	113,515	116,287	119,118	122,008	125,012	128,763	132,626	136,606
Director: Child Care/Preschool Programs	225	41	110,831	113,515	116,287	119,118	122,008	125,012	128,763	132,626	136,606
Executive Director, Human Resources	260	44	116,287	119,118	122,008	125,012	128,064	131,191	135,124	139,179	143,355
Executive Director, Ed Services	241	44	116,287	119,118	122,008	125,012	128,064	131,191	135,124	139,179	143,355
Assistant Superintendent, Educational Services	**241**	**TBD**			**150,000**			**153,750**			**157,594**
Coordinator: Federal and State Programs	225	42	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	139,940
Coordinator: Data, Evaluation, and Assessment	225	42	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	139,940
Coordinator: Child Welfare and Attendance	225	42	113,515	116,287	119,118	122,008	125,012	128,064	131,906	135,864	139,940
Controller	260	29	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Risk Management	260	29	94,877	97,180	99,547	101,965	104,433	106,984	110,193	113,500	116,904
Director of Maintenance, Operations, Transportation Facilities	260	32	103,220	105,714	108,286	110,903	113,575	116,342	119,829	123,426	127,128
Director: Information Management Services	260	30	98,404	100,782	103,220	105,714	108,286	110,903	114,232	117,658	121,188
Director: Child Nutrition Services	260	1	103,220	105,714	108,286	110,903	113,575	116,342	119,829	123,426	127,128
Assistant, Director: Child Nutrition Services	**260**	**TBD**	**83,220**	**85,301**	**87,433**	**89,619**	**91,859**	**94,156**	**96,510**	**98,922**	**101,395**
Coordinator, Information Technology	**260**	**TBD**	**83,220**	**85,301**	**87,433**	**89,619**	**91,859**	**94,156**	**96,510**	**98,922**	**101,395**
Coordinator, ASES	260	14	67,373	69,004	70,622	72,303	74,034	75,807	78,082	80,425	82,839
Student and Family Services Manager	260	14	67,373	69,004	70,622	72,303	74,034	75,807	78,082	80,425	82,839

Adopted: 03/10/2016
Effective: 07/01/2015
Assist. Sup, Ed Services: 07/01/2016

6% increase from 2015-16

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
San Ysidro Middle School
Rouba Tay, Principal

AGENDA ITEM: KNOWLEDGE BOWL COMPETITION 2015-016

BACKGROUND INFORMATION:
Thirteen 8th grade students from San Ysidro Middle School participated in an educational Knowledge Bowl 2015-2016 competition that was held at Sweetwater School District. The trip was chaperoned by Mr. Pedraja, 8th grade Teacher.

Knowledge Bowl is the name for several interdisciplinary academic quiz bowl-like competitions across the United States. It usually involves teams of four to six students from different Middle Schools trying to answer questions in a written round and several oral rounds.

The written round is a multiple-choice exam taken by each team as a whole. Results of this round are used for seating teams in the oral rounds. Oral rounds involve three teams per room and the use of an electronic lock-out device system. A reader presents the questions, and a team member may buzz in as soon as he or she chooses. If they miss a question, nothing is deducted, but the other teams may then try to answer the question. The team with the greatest number of points wins.

RECOMMENDATION:
Approve/Ratify the participation of 12 students and 1 chaperone to the 2015-2016 Knowledge Bowl Competitions at the Sweetwater Union High School District schools. Competitions started in November, 2015 and will end on March, 2016. There is no cost to the site or the District for this event.

☐ **Renewal** ☐ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** JAM

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☒ No

Requisition #

No Cost	N/A	--
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: WATERSHED HEROES PROGRAM SAN DIEGO ZOO

BACKGROUND INFORMATION:
The Watershed Heroes Program aims to teach students how they can be heroes for wildlife and watersheds, both locally and globally. Students will discover what a watershed is and how their daily actions affect the health of watersheds, be encouraged to become stewards of their local watershed, and participate in experiential activities and inquiry-based learning which challenges them to make observations and discover how simple actions have dramatic impacts on watersheds.

The curriculum is aligned to the Common Core State Standards and the Next Generation Science Standards. It is structured to support teachers in the classroom before, during, and after their completion of the Watershed Heroes Program. The following Next Generation Science Standards are supported: 3-LS4, 3-LS4-4, 3-LSR-2, 3-ESS2-2, 4-ESS3-1, 4-LS1-1, 4-LS1-1, 5-ESS2-1, 5-ESS3-1, 3-5-ETS1-1. The following 4th Grade College and Career Readiness Standards are supported: RI.4.4, RI.4.7, RI.4.9, W.4.1, W.4.2, W.4.6, W.4.7, W.4.8, W.4.9, SL.4.1, SL.4.4, SL.4.5, L.4.1, L.4.3, L.4.6, 4.MD.A.1, 4.MD.A.2, 4.OA.A.A.

The 4th grade team applied and received a scholarship from the Watershed Heroes Program. The scholarship will provide funding for transportation and admission to the Watershed Heroes Program. There is no cost to the students.

Field trips were scheduled as follows: Teachers Castorena & Wallace on March 17, 216 and teachers Chaisongkram & Arcadia on March 18, 2016.

RECOMMENDATION:
Approve the attendance and participation of 4th grade students from Ocean View Hills School to the Watershed Heroes Program San Diego Zoo on March 17 and 18, 2016 at an approximate cost of $520 for transportation from the Watershed Heroes Grant.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** [signature]

Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$520.00 (Amount)	Watershed Heroes Program 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: FIELD TRIPS TO MISSION TRAILS NATIONAL PARK – VISTA DEL MAR

BACKGROUND INFORMATION:
Students will explore the land of the Cumeyaay, observe native American objects, and watch a movie to reinforce previous Social Studies Lectures imparted in class.

Standards to be covered:
History-Social Science – Students describe the physical and human geography and use maps, tables, graphs, photographs, and charts to organize information about people, places, and environments in a spatial context. Students will also describe the American Indian nations in their local region long ago and in the recent past.

The Principal at Vista Del Mar is requesting transportation services and approval for students to participate in field trips to Mission Trails National Park on two different dates:

- March 18, 2016 for 50 students, 10 chaperones, and 2 teachers and
- April 19, 2016 for 49 students, 10 chaperones, and 2 teachers.

RECOMMENDATION:
Approve the field trip and participation of approximately 99 students, 20 chaperones, and 4 teachers from Vista Del Mar School to the Mission Trails National Park on March 18 and April 19, 2016 at an approximate cost of $520 for transportation services from supplemental and concentration funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JASH

Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$520.00 (Amount)	Supplemental & Concentration Funds (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: FIELD TRIP TO THE SAN DIEGO NATURAL HISTORY MUSEUM – VISTA DEL MAR

BACKGROUND INFORMATION:
Students will learn about the Habitats and Life Cycle of Bugs. Standards to be addressed are:

- LS1-1 Structure and Function – Mimicking plants and animals
- LS2-2 Growth and development of organisms
- LS3-3 Make observations that young plants and animals are like their parents (Evidence Based)

The Principal at Vista Del Mar is requesting approval for approximately 134 students, 24 chaperones, and 6 teachers, to participate in a field trip to the San Diego Natural History Museum, on three different days: May 5, May 6, and May 17, 2016.

The Museum Access Fund will cover the students' general admission, program fees and will reimburse the transportation cost.

RECOMMENDATION:
Approve the field trip and participation of 134 students, 24 chaperones and 6 teachers from Vista Del Mar School to the San Diego Natural History Museum on May 5, 6 and 17, 2016 at an approximate cost of $780 for transportation services to be covered by the Museum Access 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	
$780.00 (Amount)	Museum Access 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: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
San Ysidro Middle School
Rouba Tay, Principal

AGENDA ITEM: FIELD TRIP TO KNOTT'S BERRY FARM - SYMS

BACKGROUND INFORMATION:
The purpose of the Knott's Berry Farm 8th grade field trip is to provide students the opportunity for a guided educational tour to learn about the American Revolutionary War, Westward Movement, Early California, and discovery of Native American Culture via thrilling rides, museum and tour guides. Geology and the Physics of the rides are the focus of Science-related tours.

We will be taking 4 buses with approximately 200 students. We will have 14 chaperones that will be split up into each bus in order to supervise students appropriately. Buses will be scheduled to pick up students at 7:00 a.m. for an arrival of 9:30 a.m. at Knott's Berry Farm. Tickets will be distributed to each student at the park and students should be ready at 10:00 a.m. We will be leaving Knott's Berry Farm at 8:00 p.m. and plan on being back at SYMS by 10:00 p.m.

RECOMMENDATION:
Approve the field trip and participation of 200 8th grade students and 14 chaperones from San Ysidro Middle School to Knott's Berry Farm on June 3, 2016 at the estimated cost of $9,000 from ASB funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JASM

Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$9,000 (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: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
La Mirada Elementary,
Lourdes Quezada, Principal

AGENDA ITEM: FIELD TRIPS TO LEGOLAND – LA MIRADA

BACKGROUND INFORMATION:
La Mirada 5th and 6th grade students will have the opportunity to visit and experience exhibits based on Common Core and Next Generation Science Standards. Such exhibits include, but are not limited to: An interactive area that allows guests to test their paleontology skills as they dig for the "skeletal remains" of dinosaurs.

Standards to be covered:

5th Grade:
5-ETS1-1 Define a simple design problem;
5-ETS1-2 Generate and compare multiple solutions;
5ETS1-3 Plan and carry out fair tests;
5-ESS-1 Obtain and combine information;
MP.2 Reason abstractly and
MP.5 Use appropriate tools strategically.

6th Grade:
The study of early humans per 6th grade Social Studies state standards, the study of geographic regions and landmarks within the U.S and the study of ancient civilizations.

In addition, the many free play building opportunities are designed to make youngsters imagine new designs of their own.

The Principal from La Mirada Elementary is requesting approval and transportation services for students to go to Legoland on the following dates:

May 18, 2016	• 105 students, 15 chaperones and 4 teachers
May 24, 2016	• 105 students, 15 chaperones and 4 teachers
May 31, 2016	• 105 students, 15 chaperones and 3 teachers

RECOMMENDATION:
Approve the field trips and participation of approximately 315 students, 11 teachers and 45 chaperones from La Mirada School to Legoland on May 18, 24 and 31, 2016 at an approximate cost of $5,085 from classroom fundraising and supplemental & concentration funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** jasvt

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #:

$5,085.00	Classroom Fundraising & 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
La Mirada Elementary,
Lourdes Quezada, Principal

AGENDA ITEM: FIELD TRIP TO SEAWORLD – LA MIRADA

BACKGROUND INFORMATION:
La Mirada 5th grade students will have the opportunity to visit and experience exhibits based on Common Core and Next Generation Science Standards. Such exhibits include, but are not limited to:

- An interactive area that allows guests to observe, draw conclusions, and learn how animals have a respiration structure, this correlates to the study of plants and animals per 5th grade Life Science State Standards.
- Students can also visit the Shark Encounter, Turtle Reef, and Penguin encounter in which exhibitors explain how animals adapt to its habitat, and its similarities to human digestive system. This correlates to the study of Human Body system as part of 5th grade Science State Standard.
- Students will explore the Shamu Underwater Viewing and SeaWorld Rescue and will learn how water moves between ocean and land through evaporation and condensation and how change in water temperature affects climate. This correlates to the study of Earth and Air Temperature, and Severe weather included in the Earth Science state standards.

The Principal from La Mirada Elementary is requesting approval and transportation services for 110 students and 10 adults to go to SeaWorld on May 27, 2016.

RECOMMENDATION:
Approve the field trip and participation of 110 students and 10 adults from La Mirada Elementary to SeaWorld on May 27, 2016 at an approximate cost of $1,070 for student fees and transportation services from classroom fundraising and supplemental & concentration funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** [signature]

Financial Implications?	Are funds for this item included in the 2015-2016 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	

$1,070.00	Classroom Fundraising 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: FIELD TRIP TO LEGOLAND – VISTA DEL MAR

BACKGROUND INFORMATION:
Second grade students will attend a class called Physical Forces: Get Moving at Legoland.

Science and Math Common Core Standards to be addressed:

- PS2-2 Motion of objects can be observed and measured 1a.-1g (making predictions based on inertia and wind speed to move an object)
- IE2-4a Students make predictions based on patterns and not random guessing (Evidence Based)
- IE2-4c Compare and sort common objects using their physical attributes
- 2MD.-9-Generate data based on measurement of an object using repeated measures.

The Principal at Vista Del Mar is requesting transportation services for approximately 135 students, 45 chaperones, and 6 teachers, to participate in a field trip to Legoland on May 26, 2016.

RECOMMENDATION:
Approve the field trip and participation for 6 classes from Vista Del Mar School to Legoland on May 26, 2016 at an approximate cost of $4,230 for transportation services and student fees from PTA, parent donations and supplemental & 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	

$4,230.00	PTA, Parent Donation 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board **BOARD MEETING DATE:** March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: FIELD TRIP TO PALM AMC THEATER – OCEAN VIEW HILLS SCHOOL

BACKGROUND INFORMATION:
The 7th and 8th grade teams are planning a walking field trip to the Palm AMC Theatre to have students watch an educational film about Jesse Owens. This trip is intended as a supplemental activity to support student learning in their Language Arts classes. The movie "Race" is a biographical narrative about Jesse Owens and follows his achievements in the 1936 Olympics held in Nazi Germany. The film depicts many obstacles that Mr. Owens had to overcome. This field trip can be considered as a Language Arts, Historical, and Physical Education enrichment opportunity for our 7th and 8th graders. The curriculum is aligned to the Common Core State Standards in Language Arts in the following standards:

- Grade 7: RL 7.3, RL 7.7
- Grade 8: RL 8.3, RL 8.7.

Pre-trip assignment: KWL activity to activate prior knowledge of movie topic. Post-trip assignment: Students will complete a Film Study Worksheet that will help them: determine theme; analyze plot and its various phases; examine how literary elements affect plot progression, assist in character development, and convey meaning, including: motif, symbol, foreshadowing, echoing, flashback, opposition, metaphor, irony, foil, choice of language; and organize their thoughts.

RECOMMENDATION:
Approve the walking field trip for 240 7th and 8th grade students, 4 teachers and 2 instructional aides from Ocean View Hills School to the Palm AMC Theater on March 17, 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 to the District	Donations	--
(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: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
La Mirada Elementary,
Lourdes Quezada, Principal

AGENDA ITEM: FIELD TRIP TO THE SAN DIEGO ZOO – LA MIRADA

BACKGROUND INFORMATION:
6th grade students from La Mirada will have the opportunity to visit and experience, observe and explore the animal exhibits and encounters at the San Diego Zoo, these activities support 6th grade curriculum. Students will witness first-hand the animals' ecosystems and how they exchange energy and nutrients among themselves (Science Standard 6.5).

Before the visit, students will prepare by researching and observing animals via camera traps photographs and will create explanations for animal behavior based on photos. In addition, they will research different types of habitats and its organisms, and compare cold with warm weather habitats (Writing 6.7, 6.8). During their visit, they will use their observation skills to further investigate the learned concepts that support the writing and science standards (Writing 6.7, 6.8) (Science 6.5a, 6.5c).

The Principal from La Mirada Elementary is requesting approval and transportation services for approximately 130 students, 5 teachers and 15 chaperones to go to the San Diego Zoo on May 16, 2016.

RECOMMENDATION:
Approve the field trip and participation of 130 students, 5 teachers and 15 chaperones from La Mirada Elementary to the San Diego Zoo on May 16, 2016 at an approximate cost of $780 for transportation services from supplemental and concentration funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JASH

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2015-2016 Budget? ☐ Yes ☒ No

Requisition #

$780.00	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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Ocean View Hills
Neil Egasani, Principal

AGENDA ITEM: FIELDTRIP TO MEDIEVAL TIMES – OCEAN VIEW HILLS SCHOOL

BACKGROUND INFORMATION:
The student program at Medieval Times greatly enhances the classroom lesson by providing an educational and engaging program for students of all ages and it's a learning experience students will enjoy and remember. Every detail is painstakingly recreated as the students take a personal journey back to the Middle Ages.

Curriculum goal(s) which this activity supports: HSS 7.6.3: Understanding the development of feudalism, its role in the medieval European economy, the way in which it was influenced by physical geography, and how feudal relationships provided the foundation of political order. Social Studies teacher will have completed chapters 9 and 10 that cover the medieval time period. Before the field trip, teacher will review content. Students will review the medieval time period by completing a storybook project. At the site, students immersed back in the time period first hand so they can grasp the way the people back then lived and acted. After the field trip, students will be asked to write an essay on comparing medieval times to current times.

The Principal of Ocean View Hills School is requesting approval for approximately 140 students in 7th grade and 4 teachers to participate in a field trip to Medieval Times, Buena Park, CA on June 3, 2016. Donations will target the total cost of the admission fee ($25.50 per student) and are requesting District support for transportation services.

RECOMMENDATION:
Approve the fieldtrip and participation of Ocean View Hills 7th grade students (140) and staff (4) to Medieval Times in Buena Park, CA on June 3, 2016. Admission costs of $3,570 will be covered by donations and $3,900 for transportation services from the supplemental and concentration funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JCM

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

$7,470.00	Donations Account 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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: OPERATION SCHOOL BELL

BACKGROUND INFORMATION:
Since 1979, the core philanthropic effort of the Assistance League® of Greater San Diego has served as Operation School Bell, a national effort to provide quality school clothing to children in grades kindergarten through sixth,whose needs have been identified by school personnel. Eligible students are those who receive free or reduced school lunch and whose need for appropriate shoes and clothing impacts their ability to succeed in school.

Students will be transported to Operation School Bell/Assistance League of San Diego located at 108 University Avenue, San Diego, 92103; where they will receive two free uniforms, (two tops and two bottoms), a sweater, under-garmets, socks, hygenie kit, and a school supply kit. Students will be chaperoned by the Student and Family Services Manager.

RECOMMENDATION:
Approve the participation of thirty students from Willow School to Operation School Bell on March 12, 2016 at a cost of $372 for transportation services 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	

$372.00	General Fund	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: SDCOE RTAC QUALITY SUMMER PROGRAMS TRAINING

BACKGROUND INFORMATION:
Quality Summer Programs Training Series will allow the Coordinator of ASES Programs to get the information and resources needed to design and implement quality summer learning; Explore how to develop; and implement a summer program as part of a continuous quality improvement process, and gain insights on how expanding our programs into summer can help the District maximize and secure our grant funding. Summer programs really do matter – for youth, for parents, and for the sustainability of expanded learning programs. Participants will learn promising practices for summer program design and facilitation, and how to leverage summer as part of a continuous quality improvement process that will increase our program quality all year long.

RECOMMENDATION:
Approve the participation of Alexis Rodriguez, Coordinator of the ASES Programs to the San Diego County Office of Education Region 9 Technical Assistance Center (RTAC) Quality Summer Programs Training to be held on March 18, 2016 at no cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JAS

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

None	N/A	
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: HVAC BASICS SEMINAR

BACKGROUND INFORMATION:
SDG&E will provide a free-of-charge seminar to further train employees that are interested in learning from an expert in the HVAC field. The seminar will take place on March 22, 2016 from 8:00 a.m. to 12:00 p.m. at no cost to the District. This course is eligible for Continuing Education Units (CEUs) from the American Institute of Architects (AIA), and the Green Building Certification Institute (GBCI).

Participants will learn the following:

- Basic heating, ventilation, and air conditioning (HVAC) techniques that help boost energy savings;
- Explore common HVAC systems and ways to reduce energy use
- Learn about refrigeration cycles and demand response options
- Review proper maintenance techniques to help prevent unscheduled shutdowns

RECOMMENDATION:
Approve the participation of Victor Guzman, Director of Maintenance, Operations, Transportation and Facilities, Julio Aranda and Cruz Delgado, maintenance employees to attend the HVAC Basics Seminar on March 22, 2016 in San Diego, CA.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JR

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #

Estimated mileage at IRS Rate $30.00 (Amount)	General Fund - Maintenance (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

Business

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

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 February 3, 2016 through March 2, 2016 (Report #8): ▪ General Fund: A70780-A70782, A70790-A70797, A70801-A70843, A70845-A70846, A70848-A70852, A70856-A70866, A70868-A70869, A70871-A70872, A70875-A70878, A70880-A70889, A70892-A70893, A70895-A70897 ▪ Child Development Fund: A70799, A70879 ▪ Cafeteria Fund: A70783-A70788, A70847, A70853-A70855, A70867, A70870, A70890-A70891, A70894 ▪ Building Fund: A70798, A70800, A70844 and ▪ Capital Facilities: A70789, A70873-A70874.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** JAM

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #:

Vary	As listed above	-
(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 #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
2/3/2016	A70780	NETCHEMIA, LLC /	3	CONTRACTED SERVICES	8,325.00
2/9/2016	A70781	ARS, RESCUE ROOTER	6	CONTRACTED SERVICES	13,759.00
2/10/2016	A70782	HAWTHORNE MACHINERY	3	CONTRACTED SERVICES	3,966.80
2/10/2016	A70790	COAST 2 COAST SOCCER	3	PROF. SERVICES	200,000.00
2/10/2016	A70791	DOMTAR PAPER CO. LLC	3	SCHOOL SUP.	5,702.40
2/10/2016	A70792	LEAL & TREJO APC	3	LEGAL FEES	47,358.74
2/10/2016	A70793	OFFICE DEPOT	6	OFFICE SUP	43.19
2/10/2016	A70794	THE TITAN GROUP, PROFESSIONAL	3	PROF. SERVICES	42,662.50
2/10/2016	A70795	TUCOR INC	3	CONTRACTED SERVICES	620.00
2/10/2016	A70796	HAWTHORNE MACHINERY	3	CONTRACTED SERVICES	7,800.00
2/10/2016	A70797	MONTGOMERY HARDWARE CO.	6	CONTRACTED SERVICES	3,674.16
2/10/2016	A70801	TIME AND ALARM SYSTEMS	6	CONTRACTED SERVICES	190.00
2/10/2016	A70802	CUSTOM BINDING	3	PUBLICATION SUPPLIES	172.80
2/10/2016	A70803	THE BATTERY PLACE	6	MAINT. SUP.	74.52
2/10/2016	A70804	UNISOURCE WORLDWIDE INC.	3	PUBLICATION SUPPLIES	1,072.93
2/10/2016	A70805	TIME AND ALARM SYSTEMS	6	CONTRACTED SERVICES	213.75
2/10/2016	A70806	OFFICE DEPOT	3	OFFICE SUP	79.19
2/10/2016	A70807	N2Y INC	6	CONTRACTED SERVICES	486.00
2/10/2016	A70808	CARRIE A. KOURI	6	INST. SUP.	1,493.42
2/10/2016	A70809	SMART & FINAL	3	REFRESHMENTS	500.00
2/10/2016	A70810	WESTERN GRAPHIX	3	OFFICE SUP	260.00
2/10/2016	A70811	BEAR COMMUNICATIONS, INC.	3	OFFICE SUP	452.86
2/10/2016	A70812	UC REGENTS	3	REGISTRATION FEE	150.00
2/10/2016	A70813	PARENT INSTITUTE FOR QUALITY	3	CONTRACTED SERVICES	8,600.00
2/10/2016	A70814	LEAL & TREJO APC	3	LEGAL FEES	8,285.00
2/11/2016	A70815	WAL- MART COMMUNITY/GECRB	3	OFFICE SUP	200.00
2/11/2016	A70816	PC & MACEXCHANGE	6	EQUIPMENT	5,395.68
2/11/2016	A70817	BLACKIE'S TROPHIES & AWARDS	3	OFFICE SUP	27.00
2/11/2016	A70818	HARDWARE DISCOUNTERS, INC.	6	MAINT. SUP.	37.65
2/11/2016	A70819	PRO-ED INC.	6	INST. SUP.	939.28
2/11/2016	A70820	LAKESHORE	6	INST. SUP.	1,546.91
2/11/2016	A70821	CHERYL E. LAWSON	6	CONTRACTED SERVICES	25,000.00
2/11/2016	A70822	DECKER EQUIPMENT/SCHOOL FIX	3	MAINT. SUP.	624.22
2/11/2016	A70823	SUPPLY MASTER INC	3	OFFICE SUP	194.36
2/11/2016	A70824	SAN DIEGO STAGE & LIGHTING	6	MAINT. SUP.	370.00

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
2/11/2016	A70825	AMAZON.COM, INC.	6	INST. SUP.	96.95
2/11/2016	A70826	PHONAK HEARING SYSTEMS	6	INST. SUP.	280.80
2/11/2016	A70827	XEROX CORPORATION	3	PUBLICATION SUPPLIES	907.20
2/11/2016	A70828	BLACKIE'S TROPHIES & AWARDS	3	OFFICE SUP	191.16
2/11/2016	A70829	SCHMIDT FIRE PROTECTION CO INC	6	CONTRACTED SERVICES	266.00
2/11/2016	A70830	CABLE, PIPE & LEAK DETECTION,	6	CONTRACTED SERVICES	880.00
2/11/2016	A70831	DOUGS SCHOOL BUS SAFETY &	3	CONTRACTED SERVICES	1,483.60
2/11/2016	A70832	SCHOLASTIC , INC	6	INST. SUP.	267.30
2/11/2016	A70833	THE BATTERY PLACE	6	MAINT. SUP.	205.20
2/11/2016	A70834	SAN DIEGO COUNTY SUPERINTENDEN	3	REGISTRATION FEE	90.00
2/11/2016	A70835	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	63.72
2/16/2016	A70836	SEACOAST MULTIMEDIA INC.	3	CONTRACTED SERVICES	9,000.00
2/16/2016	A70837	CURRAN AND CURRAN LAW	3	SETTLEMENT	43,010.78
2/16/2016	A70838	CURRAN AND CURRAN LAW	3	SETTLEMENT	20,000.00
2/16/2016	A70839	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	1,692.47
2/19/2016	A70840	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	64.79
2/19/2016	A70841	I B TROPHIES & AWARDS	3	INST. SUP.	347.33
2/19/2016	A70842	COMPLIANCE POSTER COMPANY	3	OFFICE SUP	220.21
2/19/2016	A70843	PACK & BIANES VISION CARE	6	CONTRACTED SERVICES	7,500.00
2/19/2016	A70845	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	1,500.00
2/19/2016	A70846	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	1,500.00
2/19/2016	A70848	AHLEE BACKFLOW SERVICE, INC.	6	CONTRACTED SERVICES	401.00
2/19/2016	A70849	SOUTHLAND TECHNOLOGY, INC.	6	CONTRACTED SERVICES	78,662.12
2/19/2016	A70850	OFFICE DEPOT	3	OFFICE SUP	527.01
2/19/2016	A70851	WAXIE SANITARY SUPPLY	6	EQUIPMENT	484.61
2/19/2016	A70852	DECKER EQUIPMENT/SCHOOL FIX	3	MAINT. SUP.	339.68
2/22/2016	A70856	AHLEE BACKFLOW SERVICE, INC.	6	CONTRACTED SERVICES	473.06
2/22/2016	A70857	SAN DIEGO UNION-TRIBUNE	6	PROF. SERVICES	1,480.75
2/22/2016	A70858	SAN DIEGO UNION-TRIBUNE	3	LEGAL AD	230.80
2/22/2016	A70859	CABE	6	REGISTRATION FEE	6,880.00
2/22/2016	A70860	WAXIE SANITARY SUPPLY	6	CONTRACTED SERVICES	328.01
2/22/2016	A70861	SCHOOL SERVICES OF CALIFORNIA	3	OFFICE SUP	85.00
2/22/2016	A70862	OFFICE DEPOT	3	OFFICE SUP	891.85
2/22/2016	A70863	WHITAKER BROTHERS BUSINESS	3	OFFICE SUP	435.24
2/22/2016	A70864	EDUPOINT EDUCATIONAL SYSTEMS	3	CONTRACTED SERVICES	22,891.00

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
2/23/2016	A70865	SCHOLASTIC BOOK FAIR	3	INST. SUP.	4,284.00
2/23/2016	A70866	PC & MACEXCHANGE	6	EQUIPMENT	4,046.76
2/24/2016	A70868	NEW HORIZONS	3	PROF. SERVICES	40,000.00
2/26/2016	A70869	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	3,394.69
3/1/2016	A70871	STAPLES, INC.	3	OFFICE SUP	200.00
3/1/2016	A70872	BUS WEST	3	CONTRACTED SERVICES	2,251.98
3/1/2016	A70875	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	214.92
3/1/2016	A70876	SPECTRATURF INC.	6	INST. SUP.	611.51
3/1/2016	A70877	SCHOLASTIC , INC	6	INST. SUP.	649.00
3/1/2016	A70878	RAY AND ASSOCIATES, INC.	3	CONTRACTED SERVICES	328.00
3/1/2016	A70880	GRAINGER	6	MAINT. SUP.	781.76
3/1/2016	A70881	CORODATA RECORDS	3	OFFICE SUP	573.75
3/2/2016	A70882	SCHOLASTIC , INC	6	INST. SUP.	12,045.56
3/2/2016	A70883	BENCHMARK EDUCATION COMPANY	6	INST. SUP.	6,056.94
3/2/2016	A70884	AMAZON.COM, INC.	6	INST. SUP.	1,036.28
3/2/2016	A70885	SCHOOL OUTFITTERS	6	INST. SUP.	2,594.82
3/2/2016	A70886	PERSEUS ASSOCIATES	3	CONTRACTED SERVICES	3,968.76
3/2/2016	A70887	SCHMIDT FIRE PROTECTION CO INC	6	CONTRACTED SERVICES	266.00
3/2/2016	A70888	A-Z BUS SALES, INC.	3	CONTRACTED SERVICES	251.55
3/2/2016	A70889	STANLEY CONVERGENT SECURITY	6	CONTRACTED SERVICES	265.25
3/2/2016	A70892	DOMTAR PAPER CO. LLC	3	SCHOOL SUP.	5,702.40
3/2/2016	A70893	PENSKE TRUCK LEASING	6	CONTRACTED SERVICES	94.66
3/2/2016	A70895	OFFICE DEPOT	3	OFFICE SUP	517.13
3/2/2016	A70896	OFFICE DEPOT	3	OFFICE SUP	740.79
3/2/2016	A70897	SAN DIEGO COUNTY SUPERINTENDEN	3	CONTRACTED SERVICES	100.00
				Total for 3&6	**684,931.51**
2/10/2016	A70799	SAN DIEGO COUNTY SUPERINTENDEN	12-6	REGISTRATION FEE	210.00
3/1/2016	A70879	DEPARTMENT OF SOCIAL SERVICES	12-6	CONTRACTED SERVICES	1,815.00
				Total for 12-6	**2,025.00**

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
2/10/2016	A70783	CDE,CASHIER'S OFFICE	13	CAFETERIA FOOD	26,461.45
2/10/2016	A70784	SHIRTS UNLIMITED LLC.	13	CONTRACTED SERVICES	1,679.40
2/10/2016	A70785	MATT UPTON	13	CONTRACTED SERVICES	800.00
2/10/2016	A70786	ECONOMY RESTAURANT EQUIPMENT	13	CONTRACTED SERVICES	2,450.52
2/10/2016	A70787	HUMBERTO ALONSO	13	CONTRACTED SERVICES	1,224.00
2/10/2016	A70788	HEARTLAND HARVEST GROUP,INC	13	CAFETERIA FOOD	68.04
2/19/2016	A70847	P&R PAPER SUPPLY COMPANY, INC.	13	CAFETERIA PAPER GOODS	5,180.49
2/22/2016	A70853	AMAZON.COM, INC.	13	CAFETERIA FOOD	730.36
2/22/2016	A70854	MARIA FERNANDA ARCE GONZALEZ	13	CONTRACTED SERVICES	200.00
2/22/2016	A70855	TERRA AMERICAN BISTRO INC.	13	EQUIPMENT	15,014.47
2/23/2016	A70867	P&R PAPER SUPPLY COMPANY, INC.	13	CAFETERIA PAPER GOODS	553.83
3/1/2016	A70870	ENGAGE ORGANICS SALT-	13	CAFETERIA FOOD	105.44
3/2/2016	A70890	R&L PERFORMANCE AUTO SERVICE	13	CONTRACTED SERVICES	2,702.33
3/2/2016	A70891	THE HOME DEPOT SUPPLY	13	MAINT. SUP.	1,917.70
3/2/2016	A70894	OFFICE DEPOT	13	OFFICE SUP	1,543.46
				Total for 13	**60,631.49**
2/10/2016	A70798	LEAL & TREJO APC	21-10	LEGAL FEES	3,829.32
2/10/2016	A70800	DOLINKA GROUP	21-10	PROF. SERVICES	77.63
2/19/2016	A70844	AGUILAR & ASSOCIATES	21-10	PROF. SERVICES	20,920.00
				Total for 21-10	**24,826.95**
2/10/2016	A70789	EAGLE AERIAL	25-18	CONTRACTED SERVICES	3,273.64
3/1/2016	A70873	CALIFORNIA FINANCIAL SERVICES	25-18	CONTRACTED SERVICES	10,000.00
3/1/2016	A70874	CALIFORNIA FINANCIAL SERVICES	25-18	CONTRACTED SERVICES	7,875.00
				Total for 25-18	**21,148.64**
				Grand Total	**793,563.59**

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

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 February 10, 2016 through February 24, 2016. Listing sheets #769 through #784. Payments were made with checks #12-463063 through #12-464890 for a total expenditure of $986,065.32 from the following sources:

General Fund - $846,164.28
Cafeteria Fund - $87,728.00
Building Fund - $42,411.67
Child Development Fund- $1,453.73
Capital Facilities Fund- $8,307.64

RECOMMENDATION:
Approve/Ratify expenditures incurred by the District during the period of February 10, 2016 through February 24, 2016. Listing sheets #769 through #784. Payments were made with checks #12-463063 through #12-464890 for a total expenditure of $986,065.32.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #

$986,065.32	As listed above	--
(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

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 25-18: CAPITAL FACILITIES FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001389	EAGLE AERIAL	12-464889		3,273.64	19690	A70789	
				3,273.64	25-18 9010-000	0000 7200-000 5600-005 010	
001389	EAGLE AERIAL	12-464889	3,273.64				
002130	DECISIONINSITE	12-464890		5,034.00	4854	A70674	
				5,034.00	25-18 9010-000	0000 7200-000 5600-005 010	
002130	DECISIONINSITE	12-464890	5,034.00				
*** TOTALS FOR FUND ***			8,307.64			8,307.64	(INVOICE)
						8,307.64	(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004215	DOLINKA GROUP	12-464886		77.63	021938	A70800	
				77.63	21-10 9010-000	0000 8100-000 5800-010 071	
004215	DOLINKA GROUP	12-464886	77.63				
004807	KATHLEEN MOORE& ASSOCIATES	12-464887		16,691.54	KMA201	A70447	
				16,691.54	21-10 9010-000	0000 8100-000 5800-010 064	
004807	KATHLEEN MOORE& ASSOCIATES	12-464887	16,691.54				
004901	AGUILAR & ASSOCIATES	12-464888		11,795.02	160104	A70844	
				11,795.02	21-10 9010-000	0000 8100-000 5800-010 025	
004901	AGUILAR & ASSOCIATES	12-464888	11,795.02				
***	TOTALS FOR FUND ***		28,564.19			28,564.19	(INVOICE)
						28,564.19	(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION	
004905	PATRICIA LOPEZ	12-464884		111.46	LOPEZ			
				111.46	06-00 6500-000	5001	3900-000 5200-002 054	
004905	PATRICIA LOPEZ	12-464884	111.46					
04895A	CURRAN AND CURRAN LAW	12-464885		20,000.00	CURRAN			
				20,000.00	03-00 0000-000	0000	7100-000 5800-002 063	
04895A	CURRAN AND CURRAN LAW	12-464885	20,000.00					
	UNRESTRICTED		195,578.81					
	RESTRICTED		92,787.08					
***	TOTALS FOR FUND ***		288,365.89				288,365.89	(INVOICE)
							288,365.89	(DISTRICT)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004801	EAST L.A. CLASSIC THEATRE	12-464875		22,500.00	1026	A70428	
				22,500.00	03-00 0000-001	1110	1000-000 5600-005 061
004801	EAST L.A. CLASSIC THEATRE	12-464875	22,500.00				
004823	CABLE, PIPE & LEAK DETECTION,	12-464876		880.00	109831	A70830	
				880.00	06-00 9625-000	0000	8500-000 6200-001 071
004823	CABLE, PIPE & LEAK DETECTION,	12-464876	880.00				
004830	THE TITAN GROUP, PROFESSIONAL	12-464877		17,662.50	16002	A70794	
				17,662.50	03-00 0000-000	0000	7200-000 5800-010 062
				7,950.00	16002B	A70794	
				7,950.00	03-00 0000-000	0000	7200-000 5800-010 062
004830	THE TITAN GROUP, PROFESSIONAL	12-464877	25,612.50				
004833	SPARKLETTS	12-464878		74.14	SPARKL	A70559	
				74.14	03-00 0000-000	0000	7200-000 5600-005 071
004833	SPARKLETTS	12-464878	74.14				
004834	VMA COMMUNICATIONS, INC.	12-464879		9,500.00	MMAJA2	A70642	
				9,500.00	03-00 0000-000	0000	7200-000 5800-010 064
				5,120.00	VMAJAN	A70642	
				5,120.00	03-00 0000-000	0000	7200-000 5800-010 064
004834	VMA COMMUNICATIONS, INC.	12-464879	14,620.00				
004852	PROCARE THERAPY, INC	12-464880		5,625.00	645848	A70758	
				5,625.00	06-00 6500-000	5001	3900-000 5600-005 052
004852	PROCARE THERAPY, INC	12-464880	5,625.00				
004858	FLYERS ENERGY, LLC	12-464881		781.51	206339	A70640	
				781.51	03-00 0982-000	0000	3600-000 4300-022 074
				367.59	208870	A70640	
				367.59	03-00 0982-000	0000	3600-000 4300-022 074
004858	FLYERS ENERGY, LLC	12-464881	1,149.10				
004869	NETCHEMIA LLC	12-464882		8,325.00	1311NC	A70780	
				8,325.00	03-00 0000-000	0000	7200-000 5600-007 062
004869	NETCHEMIA LLC	12-464882	8,325.00				
004895	CURRAN AND CURRAN LAW	12-464883		43,010.78	CURRA1		
				43,010.78	03-00 0000-000	0000	7100-000 5800-002 063
004895	CURRAN AND CURRAN LAW	12-464883	43,010.78				
004903	PATRICIA LOPEZ	12-464884					

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004690	PACK & BIANES VISION CARE	12-464867		600.00	652325	A70843	
				600.00	06-00 6500-000	5001	3900-000 5800-010 052
				150.00	652332	A70843	
				150.00	06-00 6500-000	5001	3900-000 5800-010 052
				150.00	652333	A70843	
				150.00	06-00 6500-000	5001	3900-000 5800-010 052
				300.00	652334	A70843	
				300.00	06-00 6500-000	5001	3900-000 5800-010 052
004690	PACK & BIANES VISION CARE	12-464867	1,800.00				
004701	TUCOR INC	12-464868		620.00	18369	A70795	
				620.00	06-00 8150-000	0000	8100-000 5600-005 070
004701	TUCOR INC	12-464868	620.00				
004743	AMY HUNT	12-464869		286.84	AMYHNT		
				151.84	03-00 0000-000	0000	7200-000 5200-003 062
				135.00	03-00 0000-000	0000	7200-000 5200-002 062
004743	AMY HUNT	12-464869	286.84				
004747	PRINCIPAL'S EXCHANGE	12-464870		20,000.00	1053	A70553	
				20,000.00	06-00 3010-000	1110	1000-000 5800-010 061
004747	PRINCIPAL'S EXCHANGE	12-464870	20,000.00				
004759	PC & MACEXCHANGE	12-464871		5,395.68	99447	A70816	
				5,395.68	06-00 9625-000	1110	1000-000 4400-000 071
004759	PC & MACEXCHANGE	12-464871	5,395.68				
004779	JULIO FONSECA	12-464872		67.92	JULIOF		
				67.92	03-00 0000-000	0000	7100-000 4300-015 064
004779	JULIO FONSECA	12-464872	67.92				
004784	TIME AND ALARM SYSTEMS	12-464873		213.75	55191	A70805	
				213.75	06-00 8150-000	0000	8100-000 5600-005 070
004784	TIME AND ALARM SYSTEMS	12-464873	213.75				
004789	BOYS & GIRLS CLUB	12-464874		35,644.94	902	A70310	
				4,987.89	06-00 9065-005	1110	1000-000 5800-000 012
				5,607.51	06-00 9065-005	1110	1000-000 5800-000 016
				5,364.52	06-00 9065-005	1110	1000-000 5800-000 018
				6,478.54	06-00 9065-005	1110	1000-000 5800-000 020
				4,615.42	06-00 9065-005	1110	1000-000 5800-000 022
				3,975.91	06-00 9065-005	1110	1000-000 5800-000 024
				4,615.15	06-00 9065-005	1110	1000-000 5800-000 025
004789	BOYS & GIRLS CLUB	12-464874	35,644.94				

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004045	EDUPOINT EDUCATIONAL SYSTEMS	12-464859		22,891.00	7826	A70864	
				22,891.00	03-00 0000-000	0000	7700-000 5800-010 067
004045	EDUPOINT EDUCATIONAL SYSTEMS	12-464859	22,891.00				
004073	HAWTHORNE LIFT SYSTEMS	12-464860		178.39	048412	A70733	
				178.39	06-00 8150-000	0000	8100-000 4300-007 070
004073	HAWTHORNE LIFT SYSTEMS	12-464860	178.39				
004084	RUSSELL SIGLER, INC	12-464861		120.74	002128	A70181	
				120.74	06-00 8150-000	0000	8100-000 4300-007 070
				345.18	002129	A70181	
				345.18	06-00 8150-000	0000	8100-000 4300-007 070
				60.53	002130	A70181	
				60.53	06-00 8150-000	0000	8100-000 4300-007 070
004084	RUSSELL SIGLER, INC	12-464861	526.45				
004231	PRO POWER	12-464862		214.34	112627	A70057	
				214.34	06-00 8150-000	0000	8100-000 4300-007 070
004231	PRO POWER	12-464862	214.34				
004571	DOMTAR PAPER LLC	12-464863		5,702.40	188107		
				5,702.40	03-00 0000-000	0000	0000-000 9320-000 000
004571	DOMTAR PAPER LLC	12-464863	5,702.40				
004578	STAFF REHAB	12-464864		2,945.00	9894	A70081	
				2,945.00	06-00 6500-000	5001	3900-000 5600-005 052
				2,325.00	9943	A70081	
				2,325.00	06-00 6500-000	5001	3900-000 5600-005 052
004578	STAFF REHAB	12-464864	5,270.00				
004589	ESTHER VALLE	12-464865		779.76	ESTHER		
				779.76	06-00 6500-000	5001	3900-000 5200-002 054
004589	ESTHER VALLE	12-464865	779.76				
004689	ACCOUNTABLE HEALTHCARE	12-464866		2,800.00	056464	A70116	
				2,800.00	06-00 6500-000	5770	1190-000 5800-010 054
				2,240.00	056791	A70116	
				2,240.00	06-00 6500-000	5770	1190-000 5800-010 054
004689	ACCOUNTABLE HEALTHCARE	12-464866	5,040.00				
004690	PACK & BIANES VISION CARE	12-464867		150.00	652319	A70843	
				150.00	06-00 6500-000	5001	3900-000 5800-010 052
				450.00	652324	A70843	
				450.00	06-00 6500-000	5001	3900-000 5800-010 052

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003573	R&L PERFORMANCE AUTO SERVICE	12-464855	368.97				
003622	FASTENAL COMPANY	12-464856		48.91	U44529	A70031	
				48.91	06-00 8150-000	0000	8100-000 4300-007 070
				41.64	U44571	A70031	
				41.64	06-00 8150-000	0000	8100-000 4300-007 070
003622	FASTENAL COMPANY	12-464856	90.55				
003624	SAN YSIDRO SCHOOL DISTRICT	12-464857		104.00	1129		
				104.00	03-00 0300-101	0000	7100-000 5200-003 063
				116.00	1130		
				116.00	03-00 0300-105	0000	7100-000 5200-003 063
				40.00	1131		
				40.00	03-00 0300-102	0000	7100-000 5200-003 063
				100.00	1132		
				100.00	03-00 0000-000	0000	7100-000 5200-003 064
				56.58	1137		
				56.58	03-00 0000-000	0000	7100-000 5200-003 064
				75.00	1138		
				75.00	03-00 0000-001	1110	1000-000 5200-003 061
				190.31	1139		
				190.31	03-00 0000-000	0000	7200-000 4300-011 071
				140.93	1140		
				140.93	03-00 0000-000	1110	1000-000 1100-041 020
				257.50	1141		
				257.50	06-00 8150-000	0000	8100-000 5600-005 070
				108.00	1142		
				108.00	03-00 0000-000	1110	2490-000 4300-060 052
				52.77	1143		
				52.77	03-00 0000-000	0000	7200-000 4300-015 071
				775.82	1144		
				775.82	03-00 0000-000	0000	7100-000 5200-003 064
				9.40	1145		
				9.40	03-00 0000-000	0000	2100-000 4300-015 061
				10.00	1146		
				10.00	03-00 0000-000	0000	2100-000 4300-015 061
				133.80	1147		
				133.80	03-00 0000-000	0000	2700-000 2400-001 024
				25.00	1148		
				25.00	03-00 0000-000	0000	7200-000 5800-010 062
003624	SAN YSIDRO SCHOOL DISTRICT	12-464857	2,195.11				
003624	SAN YSIDRO SCHOOL DISTRICT	12-464858		140.93	1150		
				140.93	03-00 0000-000	1110	1000-000 1100-041 020
				30.00	1151		
				30.00	06-00 6500-000	5770	1110-000 5200-003 054
003624	SAN YSIDRO SCHOOL DISTRICT	12-464858	170.93				
004945	EDUPOINT EDUCATIONAL SYSTEMS	12-464859					

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002771	SMART & FINAL	12-464846		61.00	SFINAL	A70809	
				61.00	03-00 0000-000	0000	7100-000 4300-015 064
				79.16	SMARTF	A70677	
				79.16	03-00 0300-008	1110	1000-000 4300-015 022
002771	SMART & FINAL	12-464846	140.16				
002772	SCHOLASTIC BOOK FAIR	12-464847		4,284.32	458952	A70865	
				4,284.32	03-00 0300-025	1110	1000-000 4300-001 025
002772	SCHOLASTIC BOOK FAIR	12-464847	4,284.32				
002964	AMSTERDAM PRINTING	12-464848		2,386.47	196388	A70718	
				2,386.47	03-00 0000-000	0000	7200-000 4300-011 062
002964	AMSTERDAM PRINTING	12-464848	2,386.47				
002976	FEDEX	12-464849		89.82	FEDEX	A70009	
				89.82	03-00 0000-000	0000	7200-000 5900-012 071
002976	FEDEX	12-464849	89.82				
002990	ULINE	12-464850		61.17	113860	A70779	
				61.17	03-00 0000-000	0000	7200-000 4300-011 062
002990	ULINE	12-464850	61.17				
003143	THE HOME DEPOT SUPPLY	12-464851		358.75	483907	A70039	
				358.75	06-00 8150-000	0000	8100-000 4300-007 070
				13.78	610427	A70039	
				13.78	06-00 8150-000	0000	8100-000 4300-007 070
003143	THE HOME DEPOT SUPPLY	12-464851	372.53				
003192	WAL- MART COMMUNITY/GECRB	12-464852		63.92	WALMRT	A70815	
				63.92	03-00 0000-000	0000	7100-000 4300-011 064
003192	WAL- MART COMMUNITY/GECRB	12-464852	63.92				
003265	ZENAIDA R. ROSARIO	12-464853		124.08	ZNAIDA		
				124.08	03-00 0300-016	1110	1000-000 4300-015 016
003265	ZENAIDA R. ROSARIO	12-464853	124.08				
003529	WESTERN GRAPHIX	12-464854		293.09	46652	A70810	
				293.09	03-00 0982-000	0000	3600-000 4300-011 074
003529	WESTERN GRAPHIX	12-464854	293.09				
003573	R&L PERFORMANCE AUTO SERVICE	12-464855		368.97	36873	A70729	
				368.97	06-00 8150-000	0000	8100-000 5600-005 070

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001795	WILLY'S ELECTRONIC SUPPLY CO.	12-464839		153.42	308762	A70190	
				153.42	03-00 0000-000	0000	7700-000 4300-002 067
001795	WILLY'S ELECTRONIC SUPPLY CO.	12-464839	153.42				
001931	UNITED RENTALS	12-464840		129.47	448401	A70018	
				129.47	06-00 8150-000	0000	8100-000 4300-007 070
001931	UNITED RENTALS	12-464840	129.47				
002102	A-Z BUS SALES, INC.	12-464841		335.09	601358	A70065	
				335.09	03-00 0982-000	0000	3600-000 4300-023 074
				582.44	605075	A70065	
				582.44	03-00 0982-000	0000	3600-000 4300-023 074
				443.13	606438	A70065	
				443.13	03-00 0982-000	0000	3600-000 4300-023 074
				10.74	606647	A70065	
				10.74	03-00 0982-000	0000	3600-000 4300-023 074
				659.78	607381	A70065	
				659.78	03-00 0982-000	0000	3600-000 4300-023 074
				402.94	607516	A70065	
				402.94	03-00 0982-000	0000	3600-000 4300-023 074
				245.50	607664	A70065	
				245.50	03-00 0982-000	0000	3600-000 4300-023 074
				193.96	607895	A70065	
				193.96	03-00 0982-000	0000	3600-000 4300-023 074
002102	A-Z BUS SALES, INC.	12-464841	2,873.58				
002132	DOCTRINA TUTORING	12-464842		600.00	SES161	A70747	
				600.00	06-00 3010-000	1110	1000-000 5800-010 061
002132	DOCTRINA TUTORING	12-464842	600.00				
002151	RANCHO AUTO & TRUCK PARTS	12-464843		113.05	256525	A70016	
				113.05	06-00 8150-000	0000	8100-000 4300-007 070
002151	RANCHO AUTO & TRUCK PARTS	12-464843	113.05				
002326	THERAPRO, INC.	12-464844		116.05	453680	A70685	
				116.05	06-00 6500-000	5770	1190-000 4300-001 054
002326	THERAPRO, INC.	12-464844	116.05				
002770	FLEETWASH INC	12-464845		135.45	620866	A60957	
				135.45	03-00 0982-000	0000	3600-000 5600-005 074
				135.45	662634	A60957	
				135.45	03-00 0982-000	0000	3600-000 5600-005 074
				1,225.50	662863	A60957	
				1,225.50	03-00 0982-000	0000	3600-000 5600-005 074
002770	FLEETWASH INC	12-464845	1,496.40				

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-464833		69.83	06-00 8150-000	0000	8100-000 4300-007 070
				30.08	562359	A70017	
				30.08	06-00 8150-000	0000	8100-000 4300-007 070
				17.07	562360	A70017	
				17.07	06-00 8150-000	0000	8100-000 4300-007 070
				29.14	583100	A70017	
				29.14	06-00 8150-000	0000	8100-000 4300-007 070
				26.81	583101	A70017	
				26.81	06-00 8150-000	0000	8100-000 4300-007 070
				45.33	583102	A70017	
				45.33	06-00 8150-000	0000	8100-000 4300-007 070
				81.06	583352	A70017	
				81.06	06-00 8150-000	0000	8100-000 4300-007 070
				59.86	583353	A70017	
				59.86	06-00 8150-000	0000	8100-000 4300-007 070
				69.88	583714	A70017	
				69.88	06-00 8150-000	0000	8100-000 4300-007 070
				118.56	592334	A70017	
				118.56	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-464833	935.94				
001161	HOME DEPOT CREDIT SERVICES	12-464834		5.64	594129	A70017	
				5.64	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-464834	5.64				
001178	SAN DIEGO COUNTY	12-464835		1,285.20	003177	A70719	
				1,285.20	03-00 0000-000	0000	7550-000 4300-050 073
				841.17	003510		
				841.17	03-00 0000-000	0000	0000-000 9320-000 000
001178	SAN DIEGO COUNTY	12-464835	2,126.37				
001223	MANUELA COLOM	12-464836		248.39	COLOM		
				248.39	03-00 0300-016	1110	1000-000 4300-015 016
				33.50	MCOLOM		
				33.50	03-00 0300-016	1110	1000-000 4300-015 016
001223	MANUELA COLOM	12-464836	281.89				
001727	SAN DIEGO ELECTRIC	12-464837		157.46	60239	A70328	
				157.46	06-00 8150-000	0000	8100-000 4300-007 070
				175.06	60636	A70328	
				175.06	06-00 8150-000	0000	8100-000 4300-007 070
001727	SAN DIEGO ELECTRIC	12-464837	332.52				
001775	STAPLES, INC.	12-464838		431.89	534871	A70673	
				431.89	03-00 0000-000	1110	1000-000 4300-001 020
001775	STAPLES, INC.	12-464838	431.89				

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000809	OFFICE DEPOT	12-464831					
				64.74	03-00 0000-000	0000	2100-000 4300-011 061
000809	OFFICE DEPOT	12-464831	2,922.97				
001161	HOME DEPOT CREDIT SERVICES	12-464832					
				68.17	013143	A70017	
				68.17	06-00 8150-000	0000	8100-000 4300-007 070
				18.27	013144	A70017	
				18.27	06-00 8150-000	0000	8100-000 4300-007 070
				116.52	013322	A70017	
				116.52	06-00 8150-000	0000	8100-000 4300-007 070
				3.19	013323	A70017	
				3.19	06-00 8150-000	0000	8100-000 4300-007 070
				3.18	013350	A70017	
				3.18	06-00 8150-000	0000	8100-000 4300-007 070
				106.22	013394	A70017	
				106.22	06-00 8150-000	0000	8100-000 4300-007 070
				30.18	013433	A70017	
				30.18	06-00 8150-000	0000	8100-000 4300-007 070
				6.09	013589	A70017	
				6.09	06-00 8150-000	0000	8100-000 4300-007 070
				25.59	013786	A70017	
				25.59	06-00 8150-000	0000	8100-000 4300-007 070
				93.00	014559	A70017	
				93.00	06-00 8150-000	0000	8100-000 4300-007 070
				25.27	022038	A70017	
				25.27	06-00 8150-000	0000	8100-000 4300-007 070
				43.14	024119	A70017	
				43.14	06-00 8150-000	0000	8100-000 4300-007 070
				483.22	025047	A70017	
				483.22	06-00 8150-000	0000	8100-000 4300-007 070
				27.71	025788	A70017	
				27.71	06-00 8150-000	0000	8100-000 4300-007 070
				10.20	025873	A70017	
				10.20	06-00 8150-000	0000	8100-000 4300-007 070
				7.52	025882	A70017	
				7.52	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-464832	1,067.47				
001161	HOME DEPOT CREDIT SERVICES	12-464833					
				169.99	025892	A70017	
				169.99	06-00 8150-000	0000	8100-000 4300-007 070
				6.73	026016	A70017	
				6.73	06-00 8150-000	0000	8100-000 4300-007 070
				30.20	044353	A70017	
				30.20	06-00 8150-000	0000	8100-000 4300-007 070
				16.10	044354	A70017	
				16.10	06-00 8150-000	0000	8100-000 4300-007 070
				161.87	171287	A70034	
				161.87	03-00 0000-000	0000	7700-000 4300-002 067
				3.43	302264	A70017	
				3.43	06-00 8150-000	0000	8100-000 4300-007 070
				69.83	560897	A70017	

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000775	REFRIGERATION SUPPLIES	12-464829					
				53.73	06-00 8150-000	0000	8100-000 4300-007 070
				183.54	643800	A70014	
				183.54	06-00 8150-000	0000	8100-000 4300-007 070
				27.86	656600	A70014	
				27.86	06-00 8150-000	0000	8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-464829	747.61				
000801	GRAINGER	12-464830					
				37.33	028886	A70021	
				37.33	06-00 8150-000	0000	8100-000 4300-007 070
				81.22	249372	A70021	
				81.22	06-00 8150-000	0000	8100-000 4300-007 070
				81.22	422735	A70021	
				81.22	06-00 8150-000	0000	8100-000 4300-007 070
				81.61	504635	A70021	
				81.61	06-00 8150-000	0000	8100-000 4300-007 070
				27.78	573188	A70021	
				27.78	06-00 8150-000	0000	8100-000 4300-007 070
				21.89	573196	A70021	
				21.89	06-00 8150-000	0000	8100-000 4300-007 070
				102.82	922196	A70021	
				102.82	06-00 8150-000	0000	8100-000 4300-007 070
000801	GRAINGER	12-464830	433.87				
000809	OFFICE DEPOT	12-464831					
				631.70	194001	A70693	
				631.70	03-00 0000-000	1110	1000-000 4300-001 057
				421.14	194002	A70693	
				421.14	03-00 0000-000	1110	1000-000 4300-001 057
				589.68	262001	A70693	
				589.68	03-00 0000-000	1110	1000-000 4300-001 057
				198.75	441001	A70666	
				198.75	03-00 0000-000	0000	7100-000 4300-011 064
				55.68	461001	A70666	
				55.68	03-00 0000-000	0000	7100-000 4300-011 064
				3.66	462001	A70666	
				3.66	03-00 0000-000	0000	7100-000 4300-011 064
				11.87	463001	A70666	
				11.87	03-00 0000-000	0000	7100-000 4300-011 064
				9.60	465001	A70666	
				9.60	03-00 0000-000	0000	7100-000 4300-011 064
				224.38	849001	A70683	
				224.38	03-00 0000-000	1110	1000-000 4300-001 022
				46.12	850001	A70683	
				46.12	03-00 0000-000	1110	1000-000 4300-001 022
				586.87	901001	A70689	
				586.87	03-00 0000-000	0000	2100-000 4300-011 061
				46.12	901002	A70689	
				46.12	03-00 0000-000	0000	2100-000 4300-011 061
				32.66	963001	A70689	
				32.66	03-00 0000-000	0000	2100-000 4300-011 061
				64.74	964001	A70689	

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000043	PRUDENTIAL OVERALL	12-464821		23.40	560839	A70058	
				23.40	06-00 8150-000	0000	8100-000 4300-007 070
				23.40	562256	A70058	
				23.40	06-00 8150-000	0000	8100-000 4300-007 070
000043	PRUDENTIAL OVERALL	12-464821	46.80				
000047	SEARS	12-464822		238.67	SEARS	A70778	
				238.67	03-00 0300-008	1110	1000-000 4400-000 022
000047	SEARS	12-464822	238.67				
000073	SOUTHLAND TECHNOLOGY, INC.	12-464823		5,410.31	SOUTHL	A70198	
				5,410.31	03-00 0000-000	0000	7700-000 5600-005 067
000073	SOUTHLAND TECHNOLOGY, INC.	12-464823	5,410.31				
000136	WAXIE SANITARY SUPPLY	12-464824		4,819.62	747987	A70709	
				4,819.62	03-00 0000-000	0000	8200-000 4300-020 016
				165.57	771498	A70709	
				165.57	03-00 0000-000	0000	8200-000 4300-020 016
000136	WAXIE SANITARY SUPPLY	12-464824	4,985.19				
000140	SAM & ROSE STEIN EDUCATION	12-464825		4,191.21	STEIN	A70079	
				4,191.21	06-00 6500-000	5750	1180-000 5800-009 054
				810.00	STEIN1	A70079	
				810.00	06-00 6500-000	5750	1180-000 5800-009 054
000140	SAM & ROSE STEIN EDUCATION	12-464825	5,001.21				
000258	PARADIGM HEALTHCARE SERVICES	12-464826		500.00	003901	A70330	
				500.00	03-00 0490-000	0000	3140-000 5800-010 052
000258	PARADIGM HEALTHCARE SERVICES	12-464826	500.00				
000538	UC REGENTS	12-464827		150.00	USSD	A70812	
				150.00	03-00 0000-000	0000	7200-000 5800-010 062
000538	UC REGENTS	12-464827	150.00				
000588	SCHOOL SERVICES OF CALIFORNIA	12-464828		85.00	27770	A70861	
				85.00	03-00 0000-000	0000	7200-000 4300-011 071
000588	SCHOOL SERVICES OF CALIFORNIA	12-464828	85.00				
000775	REFRIGERATION SUPPLIES	12-464829		57.37	116784	A70014	
				57.37	06-00 8150-000	0000	8100-000 4300-007 070
				425.11	116830	A70014	
				425.11	06-00 8150-000	0000	8100-000 4300-007 070
				53.73	634400	A70014	

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000409	SAN DIEGO UNION-TRIBUNE	12-464623		230.80	383346	A70858	
				230.80	03-00 0000-000	0000	7100-000 5800-003 063
				1,480.75	470601	A70857	
				1,480.75	06-00 9065-005	1110	1000-000 5800-000 061
000409	SAN DIEGO UNION-TRIBUNE	12-464623	1,711.55				
004813	JOSE ARTURO SANCHEZ MACIAS	12-464624		13,795.95	ARTURO		
				13,795.95	06-00 4203-000	4760	1000-000 5200-003 061
004813	JOSE ARTURO SANCHEZ MACIAS	12-464624	13,795.95				
	UNRESTRICTED		230.80				
	RESTRICTED		15,276.70				
	*** TOTALS FOR FUND ***		15,507.50			15,507.50	(INVOICE)
						15,507.50	(DISTRIBUTION)

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 03-00/06-00: GENERAL FUND COMBINED

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003856	SUPER DUPER PUBLICATION	12-464213		478.95	212637	A70595	
				478.95	06-00 6500-000	5770 1190-000 4300-001 054	
003856	SUPER DUPER PUBLICATION	12-464213	478.95				
	UNRESTRICTED		.00				
	RESTRICTED		478.95				
***	TOTALS FOR FUND ***		478.95				
				478.95			(INVOICE)
				478.95			(DISTRICT)

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COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 03-00/06-00: GENERAL FUND COMBINED

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION	
004864	DOUGS SCHOOL BUS SAFETY &	12-463952		1,477.40	000001	A70831		
				1,477.40	03-00 0982-000	0000	3600-000 5600-005 074	
004864	DOUGS SCHOOL BUS SAFETY &	12-463952	1,477.40					
004870	SEACOAST MULTIMEDIA INC.	12-463953		4,500.00	SEACOS	A70836		
				4,500.00	03-00 0000-000	0000	7200-000 5800-010 064	
004870	SEACOAST MULTIMEDIA INC.	12-463953	4,500.00					
004895	MICHAEL D. CURRAN	12-463954		43,010.78	AGREEM	A70837		
				43,010.78	03-00 0000-000	0000	7100-000 5800-002 063	Cancelled
004895	MICHAEL D. CURRAN	12-463954	43,010.78					
04895A	MICHAEL D. CURRAN	12-463955		20,000.00	SETTLM	A70838		
				20,000.00	03-00 0000-000	0000	7100-000 5800-002 063	Cancelled 2-23-16.
04895A	MICHAEL D. CURRAN	12-463955	20,000.00					
	UNRESTRICTED		68,988.18					
	RESTRICTED		.00					
***	TOTALS FOR FUND ***		68,988.18			68,988.18	(INVOICE)	
						68,988.18	(DISTRIBUTION)	

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004896	HUMBERTO ALONSO	12-463851		1,224.00	2017	A70787	
				1,224.00	13-00 5310-000	0000 3700-000 4700-001 085	
004896	HUMBERTO ALONSO	12-463851	1,224.00				
*** TOTALS FOR FUND ***			1,224.00			1,224.00	(INVOICE)
						1,224.00	(DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000073	SOUTHLAND TECHNOLOGY, INC.	12-463724		17,521.78	SOUTHL	A70198	
				17,521.78	03-00 0000-000	0000	7700-000 5600-005 067
000073	SOUTHLAND TECHNOLOGY, INC.	12-463724	17,521.78				
	UNRESTRICTED		17,521.78				
	RESTRICTED		.00				
***	TOTALS FOR FUND ***		17,521.78			17,521.78	(INVOICE)
						17,521.78	(DISTRIBUTION)

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004732	LEAL & TREJO APC	12-463465		3,829.32	15740	A70798	
				3,829.32	21-10 9010-000	0000 8100-000 5800-002 071	
004732	LEAL & TREJO APC	12-463465	3,829.32				
	*** TOTALS FOR FUND ***		3,829.32			3,829.32	(INVOICE)
						3,829.32	(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004563	PALOMA PEREZ BERTRAND	12-463463		65.60	PALOMA		
				65.60	13-00 5310-000	0000	3700-000 4300-028 085
004563	PALOMA PEREZ BERTRAND	12-463463	65.60				
004868	MATT UPTON	12-463464		800.00	010816	A70785	
				800.00	13-00 5310-000	0000	3700-000 5600-005 085
004868	MATT UPTON	12-463464	800.00				
*** TOTALS FOR FUND ***			86,491.87	86,491.87	(INVOICE)		
				86,491.87	(DISTRIBUTION)		

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002771	SMART & FINAL	12-463456		273.51	13-00 5310-000	0000	3700-000 4700-002 085
002771	SMART & FINAL	12-463456	273.51				
003192	WAL- MART COMMUNITY/GECRB	12-463457		108.94	002991	A70621	
				108.94	13-00 5310-000	0000	3700-000 4300-028 085
003192	WAL- MART COMMUNITY/GECRB	12-463457	108.94				
003524	ACE COOLING & FREEZING	12-463458		2,338.44	69394	A70118	
				195.00	13-00 5310-000	0000	3700-000 5800-010 012
				757.74	13-00 5310-000	0000	3700-000 5800-010 016
				195.00	13-00 5310-000	0000	3700-000 5800-010 018
				195.00	13-00 5310-000	0000	3700-000 5800-010 020
				195.00	13-00 5310-000	0000	3700-000 5800-010 022
				195.00	13-00 5310-000	0000	3700-000 5800-010 024
				605.70	13-00 5310-000	0000	3700-000 5800-010 085
003524	ACE COOLING & FREEZING	12-463458	2,338.44				
004091	PRUDENTIAL OVERALL SUPPLY	12-463459		820.00	556179	A70126	
				100.00	13-00 5310-000	0000	3700-000 5600-005 012
				140.00	13-00 5310-000	0000	3700-000 5600-005 016
				140.00	13-00 5310-000	0000	3700-000 5600-005 018
				140.00	13-00 5310-000	0000	3700-000 5600-005 020
				100.00	13-00 5310-000	0000	3700-000 5600-005 022
				100.00	13-00 5310-000	0000	3700-000 5600-005 024
				100.00	13-00 5310-000	0000	3700-000 5600-005 025
004091	PRUDENTIAL OVERALL SUPPLY	12-463459	820.00				
004233	SERVICE SOLUTIONS GROUP, LLC	12-463460		3,329.34	065217	A70132	
				589.50	13-00 5310-000	0000	3700-000 5800-010 018
				2,739.84	13-00 5310-000	0000	3700-000 5800-010 020
004233	SERVICE SOLUTIONS GROUP, LLC	12-463460	3,329.34				
004397	US FOODS INC	12-463461		61,723.05	170812	A70136	
				5,355.86	13-00 5310-000	0000	3700-000 4700-001 012
				13,298.70	13-00 5310-000	0000	3700-000 4700-001 016
				10,281.46	13-00 5310-000	0000	3700-000 4700-001 018
				13,283.57	13-00 5310-000	0000	3700-000 4700-001 020
				6,603.97	13-00 5310-000	0000	3700-000 4700-001 022
				12,899.49	13-00 5310-000	0000	3700-000 4700-001 024
004397	US FOODS INC	12-463461	61,723.05				
004556	DASH MEDICAL GLOVE INC.	12-463462		1,519.57	973579		
				1,519.57	13-00 5310-000	0000	0000-000 9320-000 000
004556	DASH MEDICAL GLOVE INC.	12-463462	1,519.57				
004566	PALOMA PEREZ BERTRAND	12-463463					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000073	SOUTHLAND TECHNOLOGY, INC.	12-463448		720.50	99590	A70565	
				720.50	13-00 5310-000	0000 3700-000	4300-011 085
000073	SOUTHLAND TECHNOLOGY, INC.	12-463448	720.50				
000717	HOLLANDIA DAIRY INC.	12-463449		11,305.21	665280	A70099	
				1,296.87	13-00 5310-000	0000 3700-000	4700-001 012
				2,742.75	13-00 5310-000	0000 3700-000	4700-001 016
				1,544.80	13-00 5310-000	0000 3700-000	4700-001 018
				2,566.30	13-00 5310-000	0000 3700-000	4700-001 020
				1,012.50	13-00 5310-000	0000 3700-000	4700-001 022
				1,105.52	13-00 5310-000	0000 3700-000	4700-001 024
				1,036.47	13-00 5310-000	0000 3700-000	4700-001 025
				9.73	679808	A70123	
				9.73	13-00 5310-000	0000 3700-000	4700-002 085
000717	HOLLANDIA DAIRY INC.	12-463449	11,314.94				
000726	ECOLAB	12-463450		823.51	448600	A70121	
				261.36	13-00 5310-000	0000 3700-000	5800-010 022
				130.14	13-00 5310-000	0000 3700-000	5800-010 024
				432.01	13-00 5310-000	0000 3700-000	5800-010 025
000726	ECOLAB	12-463450	823.51				
000829	SIMPLEXGRINNELL LP	12-463451		590.68	032806	A70110	
				590.68	13-00 5310-000	0000 3700-000	5600-005 022
000829	SIMPLEXGRINNELL LP	12-463451	590.68				
000901	COUNTY OF SAN DIEGO	12-463452		309.00	409963	A70094	
				309.00	13-00 5310-000	0000 3700-000	5600-005 024
000901	COUNTY OF SAN DIEGO	12-463452	309.00				
000923	ANA BUSH	12-463453		59.77	120116		
				59.77	13-00 5310-000	0000 3700-000	5200-002 085
000923	ANA BUSH	12-463453	59.77				
000982	SHIRTS UNLIMITED LLC.	12-463454		1,679.40	6687	A70784	
				1,679.40	13-00 5310-000	0000 3700-000	4300-019 085
000982	SHIRTS UNLIMITED LLC.	12-463454	1,679.40				
001641	XEROX CORPORATION	12-463455		15.62	XEROX2	A70305	
				15.62	13-00 5310-000	0000 3700-000	5600-005 085
001641	XEROX CORPORATION	12-463455	15.62				
002774	SMART & FINAL	12-463456		273.51	167032	A70128	

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 12-06: CHILD DEVELOPMENT FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-463447		109.66	XEROX	A70301	
				109.66	12-06 6105-000	0001	1000-000 5600-006 076
001641	XEROX CORPORATION	12-463447	109.66				
*** TOTALS FOR FUND ***			109.66	109.66			(INVOICE)
				109.66			(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004813	JOSE ARTURO SANCHEZ MACIAS	12-463444		40.00	ARTURO		
				40.00	03-00 0982-000	0000	3600-000 4300-011 074
				162.00	JOSEA		
				162.00	03-00 0000-000	0000	7100-000 4300-011 064
004813	JOSE ARTURO SANCHEZ MACIAS	12-463444	202.00				
004899	THE COLLEGE BOARD	12-463445		34,366.77	776752	A70661	
				34,366.77	06-00 6300-000	1110	1000-000 4100-000 061
004899	THE COLLEGE BOARD	12-463445	34,366.77				
004900	ANTONIO RAMIREZ	12-463446		874.80	ANTNIO		
				874.80	06-00 6500-000	5001	3900-000 5200-002 054
004900	ANTONIO RAMIREZ	12-463446	874.80				
	UNRESTRICTED		70,934.74				
	RESTRICTED		35,357.66				
	*** TOTALS FOR FUND ***		106,292.40			106,292.40	(INVOICE)
						106,292.40	(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000809	OFFICE DEPOT	12-463438		43.19	163247	A70793	
				43.19	06-00 8150-000	0000	8100-000 4300-011 070
000809	OFFICE DEPOT	12-463438	43.19				
001641	XEROX CORPORATION	12-463439		6,103.49	XEROX3	A70331	
				15.62	03-00 0000-000	0000	7100-000 5600-006 064
				140.60	03-00 0000-000	0000	7200-000 5600-006 061
				31.24	03-00 0000-000	0000	7200-000 5600-006 062
				57.58	03-00 0000-000	0000	7200-000 5600-006 071
				31.24	03-00 0000-000	0000	7700-000 5600-006 067
				604.07	03-00 0000-000	1110	1000-000 5600-006 012
				859.26	03-00 0000-000	1110	1000-000 5600-006 016
				926.95	03-00 0000-000	1110	1000-000 5600-006 018
				890.48	03-00 0000-000	1110	1000-000 5600-006 020
				942.55	03-00 0000-000	1110	1000-000 5600-006 022
				1,046.71	03-00 0000-000	1110	1000-000 5600-006 024
				453.05	03-00 0000-000	1110	1000-000 5600-006 025
				31.24	03-00 0982-000	0000	3600-000 5600-005 074
				41.66	06-00 6500-000	5750	1110-000 5600-005 054
				31.24	06-00 8150-000	0000	8100-000 5600-005 070
001641	XEROX CORPORATION	12-463439	6,103.49				
002771	SMART & FINAL	12-463440		233.41	SMARTF	A70809	
				233.41	03-00 0000-000	0000	7100-000 4300-015 064
002771	SMART & FINAL	12-463440	233.41				
003099	PARENT INSTITUTE FOR QUALITY	12-463441		8,600.00	09W036	A70813	
				8,600.00	03-00 0000-001	1110	2495-000 5800-010 022
003099	PARENT INSTITUTE FOR QUALITY	12-463441	8,600.00				
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-463442		225.00	002769	A70728	
				225.00	03-00 0000-000	0000	7200-000 5800-010 062
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-463442	225.00				
004732	LEAL & TREJO APC	12-463443		8,285.00	15675	A70814	
				8,285.00	03-00 0000-000	0000	7100-000 5800-002 063
				18,489.50	15741	A70792	
				18,489.50	03-00 0000-000	0000	7100-000 5800-002 063
				5,628.60	15742	A70792	
				5,628.60	03-00 0000-000	0000	7100-000 5800-002 063
				17,290.00	15743	A70792	
				17,290.00	03-00 0000-000	0000	7100-000 5800-100 063
				5,950.64	15744	A70792	
				5,950.64	03-00 0000-000	0000	7200-000 5800-150 054
004732	LEAL & TREJO APC	12-463443	55,643.74				

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 21-10: BUILDING FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003766	MICHAEL BAKER INTERNATIONAL	12-463152		2,603.16	931490	A70149	
				2,603.16	21-10 9010-000	0000	8100-000 5800-010 025
003766	MICHAEL BAKER INTERNATIONAL	12-463152	2,603.16				
004226	BLUE COAST CONSULTING	12-463153					
				55.00	000006	A61295	
				55.00	21-10 9010-000	0000	8100-000 5800-010 022
				1,200.00	000007	A61295	
				1,200.00	21-10 9010-000	0000	8100-000 5800-010 022
004226	BLUE COAST CONSULTING	12-463153	1,255.00				
004807	KATHLEEN MOORE& ASSOCIATES	12-463154		6,160.00	KMADEC	A70447	
				6,160.00	21-10 9010-000	0000	8100-000 5800-010 064
004807	KATHLEEN MOORE& ASSOCIATES	12-463154	6,160.00				
*** TOTALS FOR FUND ***			10,018.16	10,018.16			(INVOICE)
				10,018.16			(DISTRIBUTION)

COMMERCIAL WARRANT REGISTER
SAN YSIDRO
FUND 13-00: CAFETERIA SPCL REVENUE FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000117	UNITED STATES POSTAL SERVICE	12-463151					
				12.13	METER		
				12.13	13-00 5310-000	0000 3700-000	5900-012 085
000117	UNITED STATES POSTAL SERVICE	12-463151	12.13				
*** TOTALS FOR FUND ***			12.13				
				12.13			(INVOICE)
				12.13			(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000073	SOUTHLAND TECHNOLOGY, INC.	12-463148		147.92	65477	A70732	
				147.92	12-06 6105-000	0001	1000-000 5600-005 076
000073	SOUTHLAND TECHNOLOGY, INC.	12-463148	147.92				
000136	WAXIE SANITARY SUPPLY	12-463149		370.81	685010	A70637	
				370.81	12-06 6105-000	8500	8200-000 4300-020 076
				450.34	756725	A70757	
				450.34	12-06 6105-000	8500	8200-000 4300-020 076
000136	WAXIE SANITARY SUPPLY	12-463149	821.15				
003868	FIRST BOOK NATIONAL OFFICE	12-463150		375.00	77059	A70467	
				375.00	12-06 9024-000	0001	1000-000 4300-333 076
003868	FIRST BOOK NATIONAL OFFICE	12-463150	375.00				
***	TOTALS FOR FUND ***		1,344.07			1,344.07	(INVOICE)
						1,344.07	(DISTRIBUTION)

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000041	BEAR COM	12-463063		178.20	453267	A70775	
				178.20	03-00 0000-000	0000	7200-000 5600-005 071
000041	BEAR COM	12-463063	178.20				
000043	PRUDENTIAL OVERALL	12-463064		23.40	556181	A70058	
				23.40	06-00 8150-000	0000	8100-000 4300-007 070
				23.40	557974	A70058	
				23.40	06-00 8150-000	0000	8100-000 4300-007 070
				149.70	559403	A70058	
				149.70	06-00 8150-000	0000	8100-000 4300-007 070
				23.40	559404	A70058	
				23.40	06-00 8150-000	0000	8100-000 4300-007 070
000043	PRUDENTIAL OVERALL	12-463064	219.90				
000067	SAN DIEGO GAS & ELECTRIC	12-463065		19,073.78	SDGE1		
				935.44	03-00 0000-000	0000	8200-000 5500-002 069
				18,138.34	03-00 0000-000	0000	8200-000 5500-001 069
				12,410.92	SDGE2		
				462.16	03-00 0000-000	0000	8200-000 5500-002 069
				11,948.76	03-00 0000-000	0000	8200-000 5500-001 069
000067	SAN DIEGO GAS & ELECTRIC	12-463065	31,484.70				
000069	CITY TREASURER	12-463066		9,288.44	WATER		
				9,288.44	03-00 0000-000	0000	8200-000 5500-004 069
				3,211.03	WATER1		
				3,211.03	03-00 0000-000	0000	8200-000 5500-004 069
000069	CITY TREASURER	12-463066	12,499.47				
000117	UNITED STATES POSTAL SERVICE	12-463067		642.49	METER1		
				80.37	03-00 0000-000	0000	2100-000 5900-012 054
				7.39	03-00 0000-000	0000	7100-000 5900-012 064
				278.81	03-00 0000-000	0000	7200-000 5900-012 071
				234.67	03-00 0000-000	0000	2100-000 5900-012 061
				41.25	03-00 0000-000	0000	7200-000 5900-012 062
				390.00	METER2		
				30.38	03-00 0000-000	1110	1000-000 5900-012 016
				2.08	03-00 0000-000	1110	1000-000 5900-012 012
				205.64	03-00 0000-000	1110	1000-000 5900-012 022
				146.51	03-00 0000-000	1110	1000-000 5900-012 024
				5.39	03-00 0000-000	1110	1000-000 5900-012 025
000117	UNITED STATES POSTAL SERVICE	12-463067	1,032.49				
000136	WAXIE SANITARY SUPPLY	12-463068		89.70	682496	A70561	
				89.70	03-00 0300-070	0000	8200-000 5600-005 069
				2,522.65	737519	A70698	
				2,522.65	03-00 0000-000	0000	8200-000 4300-020 022

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000136	WAXIE SANITARY SUPPLY	12-463068	2,612.35				
000140	SAM & ROSE STEIN EDUCATION	12-463069		3,088.26	SAMROS	A70079	
				3,088.26	06-00 6500-000	5750	1180-000 5800-009 054
				630.00	SAMRS2	A70079	
				630.00	06-00 6500-000	5750	1180-000 5800-009 054
000140	SAM & ROSE STEIN EDUCATION	12-463069	3,718.26				
000146	LAKESHORE	12-463070		910.10	630116	A70705	
				910.10	03-00 0000-000	1110	1000-000 4300-001 016
000146	LAKESHORE	12-463070	910.10				
000279	COURTNEY TIRE SERVICE	12-463071		741.40	69559	A70731	
				741.40	06-00 8150-000	0000	8100-000 5600-005 070
000279	COURTNEY TIRE SERVICE	12-463071	741.40				
000343	PAMELA L. MCDANIEL	12-463072		1,287.50	PAMMCD	A70551	
				1,287.50	06-00 6500-000	5001	3900-000 5600-005 052
000343	PAMELA L. MCDANIEL	12-463072	1,287.50				
000370	DUNN-EDWARDS CORP.	12-463073		129.88	063490	A70028	
				129.88	06-00 8150-000	0000	8100-000 4300-007 070
				93.28	063492	A70028	
				93.28	06-00 8150-000	0000	8100-000 4300-007 070
				45.87	063493	A70028	
				45.87	06-00 8150-000	0000	8100-000 4300-007 070
				51.75	063521	A70028	
				51.75	06-00 8150-000	0000	8100-000 4300-007 070
000370	DUNN-EDWARDS CORP.	12-463073	320.78				
000379	HAWTHORNE MACHINERY	12-463074		1,987.72	121311	A70744	
				1,987.72	03-00 0982-000	0000	3600-000 5600-005 074
000379	HAWTHORNE MACHINERY	12-463074	1,987.72				
000385	NASCO MODESTO	12-463075		88.13	129446	A70651	
				88.13	03-00 0000-000	1110	1000-000 4300-001 016
				229.28	129708	A70651	
				229.28	03-00 0000-000	1110	1000-000 4300-001 016
				94.01	135491	A70721	
				94.01	03-00 0000-000	1110	1000-000 4300-001 016
000385	NASCO MODESTO	12-463075	411.42				
000393	ATTAINTMENT COMPANY, INC.	12-463076		276.86	259600	A70526	
				276.86	06-00 6500-000	5770	1190-000 4300-001 054

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000393	ATTAINTMENT COMPANY, INC.	12-463076		42.81	260181	A70708	
				42.81	06-00 6500-000	5770	1190-000 4300-001 054
000393	ATTAINTMENT COMPANY, INC.	12-463076	319.67				
000548	NEXT DAY PRINTED TEES	12-463077		1,068.57	71540	A70599	
				1,068.57	03-00 0000-000	0000	7100-000 5600-006 064
000548	NEXT DAY PRINTED TEES	12-463077	1,068.57				
000553	SPRINT	12-463078		2,474.59	SPRINT		
				2,474.59	03-00 0000-000	0000	8200-000 5900-001 069
000553	SPRINT	12-463078	2,474.59				
00067A	SAN DIEGO GAS & ELECTRICT	12-463079		45,959.11	SDGE3		
				885.29	03-00 0000-000	0000	8200-000 5500-002 069
				45,073.82	03-00 0000-000	0000	8200-000 5500-001 069
00067A	SAN DIEGO GAS & ELECTRICT	12-463079	45,959.11				
000801	GRAINGER	12-463080		192.33	069954	A70021	
				192.33	06-00 8150-000	0000	8100-000 4300-007 070
				756.73	069962	A70021	
				756.73	06-00 8150-000	0000	8100-000 4300-007 070
				699.84	069970	A70021	
				699.84	06-00 8150-000	0000	8100-000 4300-007 070
				152.68	472328	A70021	
				152.68	06-00 8150-000	0000	8100-000 4300-007 070
				244.53	595860	A70021	
				244.53	06-00 8150-000	0000	8100-000 4300-007 070
				588.01	738264	A70021	
				588.01	06-00 8150-000	0000	8100-000 4300-007 070
				299.92	872212	A70021	
				299.92	06-00 8150-000	0000	8100-000 4300-007 070
				511.72	872220	A70021	
				511.72	06-00 8150-000	0000	8100-000 4300-007 070
				23.59	934094	A70021	
				23.59	06-00 8150-000	0000	8100-000 4300-007 070
000801	GRAINGER	12-463080	3,469.35				
000809	OFFICE DEPOT	12-463081		211.60	636001	A70656	
				211.60	06-00 6500-000	5770	1190-000 4300-011 054
				115.64	709001	A70712	
				115.64	03-00 0000-000	1110	1000-000 4300-001 012
				276.31	906001	A70697	
				276.31	03-00 0000-000	1110	1000-000 4300-001 016
000809	OFFICE DEPOT	12-463081	603.55				
000811	PLAY WITH A PURPOSE	12-463082		890.33	011432		

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000811	PLAY WITH A PURPOSE	12-463082		890.33	03-00 0300-120	0001	1000-000 4300-001 076
000811	PLAY WITH A PURPOSE	12-463082	890.33				
001010	WESTERN STATE DESIGN INC.	12-463083		253.00	335902	A70776	
				253.00	03-00 0000-000	1110	1000-000 5600-005 022
001010	WESTERN STATE DESIGN INC.	12-463083	253.00				
001093	KONE INC	12-463084		7,222.72	KONE	A70714	
				7,222.72	06-00 8150-000	0000	8100-000 5600-005 070
001093	KONE INC	12-463084	7,222.72				
001161	HOME DEPOT CREDIT SERVICES	12-463085		193.34	010949	A70017	
				193.34	06-00 8150-000	0000	8100-000 4300-007 070
				186.27	011031	A70017	
				186.27	06-00 8150-000	0000	8100-000 4300-007 070
				20.25	011091	A70017	
				20.25	06-00 8150-000	0000	8100-000 4300-007 070
				142.72	011129	A70017	
				142.72	06-00 8150-000	0000	8100-000 4300-007 070
				186.00	011433	A70017	
				186.00	06-00 8150-000	0000	8100-000 4300-007 070
				59.66	011518	A70017	
				59.66	06-00 8150-000	0000	8100-000 4300-007 070
				69.69	011675	A70017	
				69.69	06-00 8150-000	0000	8100-000 4300-007 070
				31.57	011760	A70017	
				31.57	06-00 8150-000	0000	8100-000 4300-007 070
				7.78	012253	A70017	
				7.78	06-00 8150-000	0000	8100-000 4300-007 070
				266.45	022144	A70017	
				266.45	06-00 8150-000	0000	8100-000 4300-007 070
				199.12	022161	A70017	
				199.12	06-00 8150-000	0000	8100-000 4300-007 070
				17.93	022177	A70017	
				17.93	06-00 8150-000	0000	8100-000 4300-007 070
				16.51	023366	A70017	
				16.51	06-00 8150-000	0000	8100-000 4300-007 070
				32.39	023585	A70017	
				32.39	06-00 8150-000	0000	8100-000 4300-007 070
				71.55	023592	A70017	
				71.55	06-00 8150-000	0000	8100-000 4300-007 070
				75.87	023634	A70017	
				75.87	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-463085	1,577.10				
001161	HOME DEPOT CREDIT SERVICES	12-463086		113.94	023888	A70017	
				113.94	06-00 8150-000	0000	8100-000 4300-007 070
				6.74	024218	A70017	

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-463086		6.74	06-00 8150-000	0000	8100-000 4300-007 070
				459.05	024941	A70017	
				459.05	06-00 8150-000	0000	8100-000 4300-007 070
				47.39	092979	A70017	
				47.39	06-00 8150-000	0000	8100-000 4300-007 070
				28.04	301725	A70017	
				28.04	06-00 8150-000	0000	8100-000 4300-007 070
				10.82	301850	A70017	
				10.82	06-00 8150-000	0000	8100-000 4300-007 070
				16.85	302062	A70017	
				16.85	06-00 8150-000	0000	8100-000 4300-007 070
				107.87	302086	A70017	
				107.87	06-00 8150-000	0000	8100-000 4300-007 070
				81.78	302087	A70017	
				81.78	06-00 8150-000	0000	8100-000 4300-007 070
				56.20	302111	A70017	
				56.20	06-00 8150-000	0000	8100-000 4300-007 070
				42.82	302156	A70017	
				42.82	06-00 8150-000	0000	8100-000 4300-007 070
				23.45	561398	A70017	
				23.45	06-00 8150-000	0000	8100-000 4300-007 070
				40.78	562032	A70017	
				40.78	06-00 8150-000	0000	8100-000 4300-007 070
				50.05	573260	A70017	
				50.05	06-00 8150-000	0000	8100-000 4300-007 070
				82.56	581450	A70017	
				82.56	06-00 8150-000	0000	8100-000 4300-007 070
				94.46	581750	A70017	
				94.46	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-463086	1,262.80				
001161	HOME DEPOT CREDIT SERVICES	12-463087		48.51	582242	A70017	
				48.51	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-463087	48.51				
001212	PRO-ED INC.	12-463088		605.00	509527	A70606	
				605.00	06-00 6500-000	5770	1190-000 4300-001 054
001212	PRO-ED INC.	12-463088	605.00				
001223	MANUELA COLOM	12-463089		18.96	COLOM		
				18.96	03-00 0300-016	1110	1000-000 4300-015 016
001223	MANUELA COLOM	12-463089	18.96				
001438	REPUBLIC SERVICES #509	12-463090		11,836.21	TRASH		
				11,836.21	03-00 0000-000	0000	8200-000 5500-005 069
001438	REPUBLIC SERVICES #509	12-463090	11,836.21				
001678	ANITA GILLCHREST	12-463091					

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001678	ANITA GILLCHREST	12-463091		167.83	ANITA		
				167.83	06-00 6500-000	5001	3900-000 5200-002 054
001678	ANITA GILLCHREST	12-463091	167.83				
001725	SPINITAR/PRESENTATION PRODUCTS	12-463092		1,200.26	344915	A70639	
				1,200.26	03-00 0000-000	1110	1000-000 4300-001 020
001725	SPINITAR/PRESENTATION PRODUCTS	12-463092	1,200.26				
001727	SAN DIEGO ELECTRIC	12-463093		111.19	60382	A70328	
				111.19	06-00 8150-000	0000	8100-000 4300-007 070
001727	SAN DIEGO ELECTRIC	12-463093	111.19				
001795	WILLY'S ELECTRONIC SUPPLY CO.	12-463094		75.60	306656	A70041	
				75.60	06-00 8150-000	0000	8100-000 4300-007 070
001795	WILLY'S ELECTRONIC SUPPLY CO.	12-463094	75.60				
002032	ASELTINE SCHOOL	12-463095		182.42	ASLTIN	A70080	
				182.42	06-00 6500-000	5750	1180-000 5800-009 054
				10,215.52	ASLTN1	A70080	
				10,215.52	06-00 6500-000	5750	1180-000 5800-009 054
002032	ASELTINE SCHOOL	12-463095	10,397.94				
002102	A-Z BUS SALES, INC.	12-463096		3,373.02	603566	A70065	
				3,373.02	03-00 0982-000	0000	3600-000 4300-023 074
				1,487.91	604458	A70065	
				1,487.91	03-00 0982-000	0000	3600-000 4300-023 074
002102	A-Z BUS SALES, INC.	12-463096	4,860.93				
002151	RANCHO AUTO & TRUCK PARTS	12-463097		12.19	253809	A70016	
				12.19	06-00 8150-000	0000	8100-000 4300-007 070
002151	RANCHO AUTO & TRUCK PARTS	12-463097	12.19				
002529	GCR TIRE CENTERS	12-463098		3,094.05	38250	A70658	
				3,094.05	03-00 0982-000	0000	3600-000 5600-005 074
				928.04	38251	A70658	
				928.04	03-00 0982-000	0000	3600-000 5600-005 074
002529	GCR TIRE CENTERS	12-463098	4,022.09				
002578	CLARK SECURITY PRODUCTS	12-463099		51.32	167897	A70020	
				51.32	06-00 8150-000	0000	8100-000 4300-007 070
				65.04	170715	A70020	
				65.04	06-00 8150-000	0000	8100-000 4300-007 070
002578	CLARK SECURITY PRODUCTS	12-463099	116.36				

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002650	IMPERIAL SPRINKLER SUPPLY	12-463100		103.36	491661	A70053	
				103.36	06-00 8150-000	0000	8100-000 4300-007 070
				60.85	496031	A70053	
				60.85	06-00 8150-000	0000	8100-000 4300-007 070
				19.05	496772	A70053	
				19.05	06-00 8150-000	0000	8100-000 4300-007 070
002650	IMPERIAL SPRINKLER SUPPLY	12-463100	183.26				
002770	FLEETWASH INC	12-463101		117.18	577395	A60957	
				117.18	03-00 0982-000	0000	3600-000 5600-005 074
				135.45	610874	A60957	
				135.45	03-00 0982-000	0000	3600-000 5600-005 074
				120.40	642225	A60957	
				120.40	03-00 0982-000	0000	3600-000 5600-005 074
002770	FLEETWASH INC	12-463101	373.03				
002836	WESTAIR GASES & EQUIPMENT INC	12-463102		26.46	251563	A70043	
				26.46	06-00 8150-000	0000	8100-000 4300-007 070
				133.30	251675	A70043	
				133.30	06-00 8150-000	0000	8100-000 4300-007 070
				68.70	253116	A70043	
				68.70	06-00 8150-000	0000	8100-000 4300-007 070
				54.65	258123	A70043	
				54.65	06-00 8150-000	0000	8100-000 4300-007 070
002836	WESTAIR GASES & EQUIPMENT INC	12-463102	283.11				
002874	ACSA	12-463103		112.00	28496C		
				112.00	03-00 0000-000	0000	7100-000 5200-003 064
002874	ACSA	12-463103	112.00				
002909	AT&T	12-463104		1,244.49	CALNET		
				1,244.49	03-00 0000-000	0000	8200-000 5900-003 069
002909	AT&T	12-463104	1,244.49				
002963	SCHMIDT FIRE PROTECTION CO INC	12-463105		11,364.00	10090	A70293	
				11,364.00	06-00 8150-000	0000	8100-000 5600-005 070
				6,897.00	10122	A70294	
				6,897.00	06-00 8150-000	0000	8100-000 5600-005 070
002963	SCHMIDT FIRE PROTECTION CO INC	12-463105	18,261.00				
002976	FEDEX	12-463106		26.35	39977	A70009	
				26.35	03-00 0000-000	0000	7200-000 5900-012 071
002976	FEDEX	12-463106	26.35				
003112	PHONAK HEARING SYSTEMS	12-463107					

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003113	PHONAK HEARING SYSTEMS	12-463107		126.39	129180	A70686	
				126.39	06-00 6500-000	5770	1190-000 4400-000 054
003113	PHONAK HEARING SYSTEMS	12-463107	126.39				
003143	THE HOME DEPOT SUPPLY	12-463108		422.06	198280	A70039	
				422.06	06-00 8150-000	0000	8100-000 4300-007 070
				932.80	218886	A70039	
				932.80	06-00 8150-000	0000	8100-000 4300-007 070
				562.46	287719	A70039	
				562.46	06-00 8150-000	0000	8100-000 4300-007 070
003143	THE HOME DEPOT SUPPLY	12-463108	1,917.32				
003145	VALLEY INDUSTRIAL SPECIALTIES	12-463109		114.26	224216	A70022	
				114.26	06-00 8150-000	0000	8100-000 4300-007 070
				66.72	224368	A70022	
				66.72	06-00 8150-000	0000	8100-000 4300-007 070
				53.44	224412	A70022	
				53.44	06-00 8150-000	0000	8100-000 4300-007 070
				292.60	224467	A70022	
				292.60	06-00 8150-000	0000	8100-000 4300-007 070
003145	VALLEY INDUSTRIAL SPECIALTIES	12-463109	527.02				
003221	HOUGHTON MIFFLIN COMPANY	12-463110		1,044.14	035706	A70679	
				1,044.14	06-00 6300-000	1110	1000-000 4100-000 018
				2,304.16	041541	A70679	
				2,304.16	06-00 6300-000	1110	1000-000 4100-000 018
003221	HOUGHTON MIFFLIN COMPANY	12-463110	3,348.30				
003305	BELINDA A. PENA	12-463111		4,751.61	BPENA		
				4,751.61	03-00 0000-000	1110	1000-000 1100-001 016
003305	BELINDA A. PENA	12-463111	4,751.61				
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-463112		70.00	002508	A70774	
				70.00	03-00 0000-001	1110	1000-000 5200-003 061
				160.00	003367	A70771	
				160.00	03-00 0000-001	1110	1000-000 5200-003 061
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-463112	230.00				
003464	ARIN	12-463113		100.00	241048	A70777	
				100.00	03-00 0000-000	0000	7700-000 5800-006 067
003464	ARIN	12-463113	100.00				
003538	FISHER WIRELESS SERVICE, INC.	12-463114		214.63	SAN009	A70738	
				214.63	03-00 0982-000	0000	3600-000 5600-006 074
003538	FISHER WIRELESS SERVICE, INC.	12-463114	214.63				

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003909	TEAMTALK NETWORK	12-463115		596.72	46042	A70061	
				596.72	03-00 0982-000	0000	3600-000 5600-005 074
003909	TEAMTALK NETWORK	12-463115	596.72				
003934	ANYTIME SIGN SOLUTION, INC	12-463116		425.20	24574	A70717	
				425.20	03-00 0000-000	0000	7200-000 4300-011 062
003934	ANYTIME SIGN SOLUTION, INC	12-463116	425.20				
004087	RGC CONSTRUCTION INC	12-463117		1,940.00	2254	A70737	
				1,940.00	06-00 8150-000	0000	8100-000 5600-005 070
004087	RGC CONSTRUCTION INC	12-463117	1,940.00				
004212	FRANCHISE TAX BOARD	12-463118		572.00	BAERFR		
				572.00	06-00 6500-000	5001	3900-000 5600-005 052
004212	FRANCHISE TAX BOARD	12-463118	572.00				
004323	MCGREGOR AND ASSOCIATED	12-463119		449.65	SY1602	A70143	
				449.65	03-00 0300-100	0000	7200-000 5600-005 071
004323	MCGREGOR AND ASSOCIATED	12-463119	449.65				
004465	GREGORY MARK BAER	12-463120		1,716.00	004	A70555	
				1,716.00	06-00 6500-000	5001	3900-000 5600-005 052
004465	GREGORY MARK BAER	12-463120	1,716.00				
004542	MPC ELECTRONICS INC	12-463121		865.67	24658	A70636	
				865.67	03-00 0000-000	0000	7550-000 4300-050 073
004542	MPC ELECTRONICS INC	12-463121	865.67				
004548	MONTGOMERY HARDWARE CO.	12-463122		138.40	208586	A70572	
				138.40	06-00 8150-000	0000	8100-000 4300-007 070
004548	MONTGOMERY HARDWARE CO.	12-463122	138.40				
004565	CRISTINA D'OLEIRE	12-463123		198.06	OLEIRE		
				198.06	06-00 4035-000	1110	2100-000 5200-003 061
004565	CRISTINA D'OLEIRE	12-463123	198.06				
004578	STAFF REHAB	12-463124		2,480.00	9687	A70081	
				2,480.00	06-00 6500-000	5001	3900-000 5600-005 052
				2,480.00	9771	A70081	
				2,480.00	06-00 6500-000	5001	3900-000 5600-005 052
				2,945.00	9834	A70081	
				2,945.00	06-00 6500-000	5001	3900-000 5600-005 052

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004578	STAFF REHAB	12-463124	7,905.00				
004589	ESTHER VALLE	12-463125		574.56	ESTHER		
				574.56	06-00 6500-000	5001	3900-000 5200-002 054
004589	ESTHER VALLE	12-463125	574.56				
004601	SIR SPEEDY PRINTING 02890	12-463126		63.72	21818	A70664	
				63.72	03-00 0000-000	0000	7100-000 4300-011 063
				63.72	21819	A70670	
				63.72	03-00 0000-000	0000	2100-000 4300-011 061
				63.72	21820	A70695	
				63.72	03-00 0000-000	0000	7200-000 4300-011 071
004601	SIR SPEEDY PRINTING 02890	12-463126	191.16				
004634	CHARLES G. HARDY	12-463127		1,771.85	577559	A70571	
				1,771.85	06-00 9625-000	0000	8500-000 6200-001 071
				1,047.17	578546	A70571	
				1,047.17	06-00 9625-000	0000	8500-000 6200-001 071
004634	CHARLES G. HARDY	12-463127	2,819.02				
004641	MAYRA SARABIA	12-463128		83.21	MYRNA		
				83.21	03-00 0000-000	1110	1000-000 4300-001 012
004641	MAYRA SARABIA	12-463128	83.21				
004689	ACCOUNTABLE HEALTHCARE	12-463129		2,240.00	055484	A70116	
				2,240.00	06-00 6500-000	5770	1190-000 5800-010 054
				2,240.00	055805	A70116	
				2,240.00	06-00 6500-000	5770	1190-000 5800-010 054
				2,800.00	056155	A70116	
				2,800.00	06-00 6500-000	5770	1190-000 5800-010 054
004689	ACCOUNTABLE HEALTHCARE	12-463129	7,280.00				
004711	AMERI-MEX PLUMBING INC	12-463130		750.00	4478	A70743	
				750.00	06-00 8150-000	0000	8100-000 5600-005 070
004711	AMERI-MEX PLUMBING INC	12-463130	750.00				
004747	PRINCIPAL'S EXCHANGE	12-463131		33,000.00	1047	A70553	
				33,000.00	06-00 3010-000	1110	1000-000 5800-010 061
004747	PRINCIPAL'S EXCHANGE	12-463131	33,000.00				
004769	WESS TRASNPORTATION	12-463132		433.68	247295	A70745	
				433.68	03-00 0982-000	0000	3600-000 5600-005 074
004769	WESS TRASNPORTATION	12-463132	433.68				

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004781	VELARIOS CONSULTING INC	12-463133		3,600.00	134	A70155	
				3,600.00	03-00 0000-000	0000	7200-000 5800-010 064
004781	VELARIOS CONSULTING INC	12-463133	3,600.00				
004784	TIME AND ALARM SYSTEMS	12-463134		451.25	55013	A70741	
				451.25	06-00 8150-000	0000	8100-000 5600-005 070
				190.00	55142	A70741	
				190.00	06-00 8150-000	0000	8100-000 5600-005 070
004784	TIME AND ALARM SYSTEMS	12-463134	641.25				
004789	BOYS & GIRLS CLUB	12-463135		38,874.69	899	A70310	
				5,464.04	06-00 9065-005	1110	1000-000 5800-000 012
				6,115.58	06-00 9065-005	1110	1000-000 5800-000 016
				5,881.83	06-00 9065-005	1110	1000-000 5800-000 018
				7,212.82	06-00 9065-005	1110	1000-000 5800-000 020
				5,071.18	06-00 9065-005	1110	1000-000 5800-000 022
				4,211.84	06-00 9065-005	1110	1000-000 5800-000 024
				4,917.40	06-00 9065-005	1110	1000-000 5800-000 025
004789	BOYS & GIRLS CLUB	12-463135	38,874.69				
004802	KYA SERVICES LLC	12-463136		57,406.45	2406F	A70654	
				57,406.45	06-00 9625-000	0000	8500-000 6200-001 071
004802	KYA SERVICES LLC	12-463136	57,406.45				
004816	HURRICANE & POWAY FENCE CO, IN	12-463137		14,996.50	5163	A70451	
				14,996.50	06-00 9625-000	0000	8500-000 6200-001 071
004816	HURRICANE & POWAY FENCE CO, IN	12-463137	14,996.50				
004828	CAYEN SYSTEMS LLC	12-463138		5,000.00	7992	A70513	
				5,000.00	06-00 3010-000	1110	1000-000 5800-010 061
004828	CAYEN SYSTEMS LLC	12-463138	5,000.00				
004831	ELLA SOUTH BAY MAGAZINE INC.	12-463139		2,600.00	ELLA02	A70552	
				2,600.00	03-00 0000-001	0000	7200-000 5800-007 064
004831	ELLA SOUTH BAY MAGAZINE INC.	12-463139	2,600.00				
004833	SPARKLETTS	12-463140		74.17	SPRKLT	A70559	
				74.17	03-00 0000-000	0000	7200-000 5600-005 071
004833	SPARKLETTS	12-463140	74.17				
004834	VMA COMMUNICATIONS, INC.	12-463141		11,114.39	VMADEC	A70642	
				11,114.39	03-00 0000-000	0000	7200-000 5800-010 064
004834	VMA COMMUNICATIONS, INC.	12-463141	11,114.39				

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
00485O	ABA EDUCATION FOUNDATION	12-463142		212.50	307564	A70609	
				212.50	06-00 6500-000	5001	3900-000 5600-005 052
				325.00	307565	A70609	
				325.00	06-00 6500-000	5001	3900-000 5600-005 052
				562.50	337261	A70609	
				562.50	06-00 6500-000	5001	3900-000 5600-005 052
00485O	ABA EDUCATION FOUNDATION	12-463142	1,100.00				
004852	PROCARE THERAPY, INC	12-463143		3,000.00	459945	A70758	
				3,000.00	06-00 6500-000	5001	3900-000 5600-005 052
				2,812.50	554110	A70758	
				2,812.50	06-00 6500-000	5001	3900-000 5600-005 052
				1,125.00	558341	A70758	
				1,125.00	06-00 6500-000	5001	3900-000 5600-005 052
				2,812.50	558358	A70758	
				2,812.50	06-00 6500-000	5001	3900-000 5600-005 052
				2,812.50	613304	A70758	
				2,812.50	06-00 6500-000	5001	3900-000 5600-005 052
004852	PROCARE THERAPY, INC	12-463143	12,562.50				
004858	FLYERS ENERGY, LLC	12-463144		300.94	192607	A70640	
				300.94	03-00 0982-000	0000	3600-000 4300-022 074
				871.94	198870	A70640	
				871.94	03-00 0982-000	0000	3600-000 4300-022 074
				628.28	203269	A70640	
				628.28	03-00 0982-000	0000	3600-000 4300-022 074
004858	FLYERS ENERGY, LLC	12-463144	1,801.16				
004871	SOUTH BAY COMMUNITY SERVICES	12-463145		4,026.00	SBCS	A70722	
				4,026.00	06-00 3327-000	5770	1190-000 5800-010 054
004871	SOUTH BAY COMMUNITY SERVICES	12-463145	4,026.00				
01641A	XEROX CORPORATION	12-463146		4,983.01	XEROX	A70163	
				4,983.01	03-00 0000-000	0000	7200-000 5600-001 073
				5,239.69	XEROX2	A70163	
				5,239.69	03-00 0000-000	0000	7200-000 5600-001 073
01641A	XEROX CORPORATION	12-463146	10,222.70				
04781A	VELARIOS CONSULTING INC	12-463147		385.56	134B	A70241	
				385.56	03-00 0000-000	0000	7200-000 5800-010 064
04781A	VELARIOS CONSULTING INC	12-463147	385.56				

UNRESTRICTED	163,987.83
RESTRICTED	248,032.53

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
	*** TOTALS FOR FUND ***		412,020.36			412,020.36	(INVOICE)
						412,020.36	(DISTRIBUTION)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept a donation valued at $656.00 to help support and enrich our educational programs.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** [signature]

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☐ No

Requisition #

Donation $656.00	Cash/Checks Only Donations Account	
(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

DONATIONS

From	To	Donation		Purpose / Description
		Cash/Check Amount	Estimated Value of items/supplies	
General Mills - Box Tops	Sunset School	$131.00	N/A	Student incentive / supplies
American Heart Association	Vista Del Mar School	N/A	$500	Voucher - Playground supplies
Target	La Mirada School	$25.00	N/A	Supplies
		$156.00	**$500.00**	

Board Meeting: 03-10-16

TOTAL: **$656.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH SAN DIEGO CENTER FOR VISION CARE

BACKGROUND INFORMATION:
San Diego Center for Vision Care will provide independent vision efficiency and visual perceptual evaluations, and vision therapy sessions for Special Education students per their IEPs.

RECOMMENDATION:
Approve the agreement with San Diego Center for Vision Care at a not to exceed cost of $5,000.00 from Special Education funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** pdm

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition #

$5,000.00	Special Education	0600-6500-000-5001-3900-5800-010-052
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

San Diego Center for Vision Care Company/Consultant	(619) 464-7713 Telephone Number
7898 Broadway, Lemon Grove, CA 91945 Address	vthrapy@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: March 11, 2016 To: June 30, 2016

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

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 RESPONSIBLIITIES 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.

Improper Sexual Conduct: $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

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 polices 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 that 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, date, 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 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:	San Diego Center for Vision Care
Name:	Carl G. Hillier, OD FCOVD
Title:	
Address:	7898 Broadway
City/State/Zip code:	Lemon Grove, CA 91945
Telephone:	(619) 464-7713
Email:	vthrapy@pacbell.net

DISTRICT: San Ysidro School District
Jose Arturo Sanchez Macias
Chief Operating Officer
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sysd.k12.ca.us
Phone: (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	**DISTRICT**
San Diego Center for Vision Care Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Carl G. Hillier, OD FCOVD Print Name, Title	J. Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
Date:	Date
(619) 464-7713 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 _____

EXHIBIT A

Statement of Services

Services include:

• Vision Therapy Sessions:	$157.00 / hourly rate
• IEP Meetings:	$150.00 / hourly rate
• Clinical Prep/Equipment Fees	$262.00 (one- time fee):
• Progress Evaluation Report:	$75.00

Total costs not to exceed $5,000.00.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH SOCIAL COMMUNICATION SPECIALISTS

BACKGROUND INFORMATION:
Social Communication Specialists, a certified member of American Speech-Language-Hearing Association, will provide a full day professional development to all Special Education specialists regarding "Therapist on Pragmatic Language Disorders Assessment and Services", to help our specialists understand the importance of these assessments and services for students with speech evaluation referrals.

RECOMMENDATION:
Approve the agreement with Social Communication Specialists at a not to exceed cost of $1,500.00 from Special Education 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	

$1,500.00	Special Education	0600-6500-000-5001-3900-5800-010-052
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☐ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Social Communication Specialists Company/Consultant	(888) 558-9552 Telephone Number
5703 Oberlin Dr., Suite 207, San Diego, CA 92121 Address	janet@socialcommunicationspecialists.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: March 11, 2016 To: June 30, 2016

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

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 RESPONSIBLIITIES 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.

Improper Sexual Conduct: $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

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 polices 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 that 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, date, 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.

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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.

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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.)**

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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:	Social Communication Specialists
Name:	Janet Dudley
Title:	Social Cognitive Specialist/Director
Address:	5703 Oberlin Dr, Ste 207
City/State/Zip code:	San Diego, CA 92121
Telephone:	(888) 558-9552
Email:	janet@socialcommunicationspecialists.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
Social Communication Specialists Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Janet Dudley, Social Cognitive Specialist/Director Print Name, Title	J. Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
Date:	Date
(888) 558-9552 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 _____

EXHIBIT A

Statement of Services

Social Communication Specialists will be providing an all-day staff development for special education specialists regarding "Therapist on Pragmatic Language Disorders Assessment and Services". Cost implication will be $1,500.00 for staff development includes training materials.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: AGREEMENT WITH TEMPLETON NEURO ACADEMIC CLINIC

BACKGROUND INFORMATION:
Federal law defines an IEE broadly as "an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question." 34 C.F.R. 300.503.

Templeton Neuro Academic Clinic, will provide independent psychoeducational evaluations of Special Education students, per parents' request, in the event that parent disagrees with the results of a psychoeducational evaluation conducted by a District school psychologist. Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback. The cost implications for these services are $150.00 per hour at an estimated total cost not to exceed $6,000.00.

RECOMMENDATION:
Approve the agreement with Templeton Neuro Academic Clinic at a not to exceed cost of $6,000.00 from Special Education 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 #

$6,000.00	Special Education	0600-6500-5001-3900-5600-005-052
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Templeton Nero Academic Clinic				(760) 351-6528
Company/Consultant				Phone Number
6540 Lusk Blvd. Suite C134	San Diego, CA		92121	mmmt@san.rr.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: March 11, 2016 To: June 30, 2016

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

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 RESPONSIBLIITIES 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 polices 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 that 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, date, 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 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:	Templeton Neuro Academic Clinic
Name:	Monet Templeton
Title:	
Address:	6540 Lusk Blvd. Suite C134
City/State/Zip code:	San Diego, CA 92121
Telephone:	(760) 351-6528
Email:	mmmt@san.rr.com

DISTRICT: San Ysidro School District
J. Arturo Sanchez Macias
Chief Operating Officer
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**
Templeton Neuro Academic Clinic Firm Name	
_____ Signature of Authorized Agent	_____ Signature of Superintendent or Asst. Supt of Business
Monet Templeton Print Name, Title	J. Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
567-85-1494 Federal Tax ID Number	Board Approved: _____
(760) 351-6528 Phone Number	

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 _____

EXHIBIT A

Services include evaluations, observations and interviews, report writing, IEP attendance, and testing feedback at $150.00 per hour and not to exceed $6,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AMENDMENT TO THE AGREEMENT WITH PAMELA MCDANIEL AS AN ADAPTIVE PHYSICAL EDUCATION CONSULTANT FOR 2015-2016 SCHOOL YEAR

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

The Special Education Department would like to extend the services to include initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost of $2,200.00.

RECOMMENDATION:
Approve the amendment to the agreement with Pamela McDaniel as an Adaptive Physical Education Consultant for school year 2015-2016 at an additional not to exceed cost of $2,200.00 from Special Education funds.

☐ **Renewal** ☐ **New** ☒ **Amendment** ☐ **Ratify** ☐ **Other** ☐ **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2015-2016 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$2,200.00	Special Education	0600-6500-5001-3900-5600-005-052
(Amount)	(Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

PROFESSIONAL SERVICES AGREEMENT
WITH
PAMELA McDANIEL

For Adaptive Physical Education Consultant Services

AMENDMENT

This AMENDMENT is made effective on March 11, 2016, and it is made by and between the 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 currently provides services initial and triennial assessments for students who require Adaptive Physical Education (APE) evaluations and participates in IEP meetings to present assessment results and students' progress.

WHEREAS, the District would like to include additional services initial evaluations, preparing benchmarks and attending IEP meetings at an additional cost of $2,200.00.

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 $2,200.00 to original contract. The new contract not to exceed amount is $9,700. All other terms and conditions on original agreement dated September 25, 2015 remain the same.

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

CONSULTANT:	DISTRICT:
Pamela McDaniel 11270 ½ Portobelo Dr. San Diego, CA 92124 (619) 379-6470	San Ysidro School District 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476
Signature	Signature
Pamela McDaniel Name & Title	J. Arturo Sanchez- Macias, Chief Operating Officer Name & Title
Pmcdaniel2009@yahoo.com Email	julio.fonseca@sysd.k12.ca.us Email
Date signed	Date signed / Board approved 12B.7

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR FOSTER GRANDPARENT PROGRAM

BACKGROUND INFORMATION
On January 22, 2016, the Governing Board approved the Memorandum of Understanding with Catholic Charities Foster Grandparent Program. The District has been a host site for the Foster Grandparent Program for over 25 years. The Preschool & Child Development Program accommodates four (4) grandparent volunteers to assist staff at the Preschool & Child Development Center and one (1) grandparent volunteer to assist staff at the Sunset Preschool. Each Foster Grandparent Volunteer receives a daily meal from the site school cafeteria.

The MOU, as it is written, does not include Indemnification or Insurance clauses that protect the District should an incident happen on District facilities. The Amendment is to ensure that the sponsor has the appropriate indemnification and insurance coverages for their organization and staff assigned to our District during the term from January 1, 2016 through December 31, 2016.

RECOMMENDATION:
Approve/Ratify the amendment of the Memorandum of Understanding with Catholic Charities Foster Grandparent Program.

☐ **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 #

N/A	Preschool & Child Development	
(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

CATHOLIC CHARITIES
FOSTER GRANDPARENT PROGRAM

MEMORANDUM OF UNDERSTANDING

Catholic Charities (Sponsor)
And
San Ysidro School District (District)

AMENDMENT:

Both the Sponsor and the District (Parties) agree to the following:

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

- INSURANCE:
  In addition to the insurance coverage provided in section "b" above, the parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date.

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

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.

Signers:

FOSTER GRANDPARENT PROGRAM

By_____
Sister RayMonda DuVall

TITLE Executive Director,

Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

By_____
Sharin Yetman

TITLE Executive Director,

Catholic Charities

ADDRESS 349 Cedar Street
San Diego, CA 92101-3197

DATE _____

VOLUNTEER STATION/DISTRICT

Preschool & Child Development Center

BY: _____
Lorena Varela-Reed

TITLE Coordinator

ADDRESS
1880 Smythe Avenue

San Ysidro, CA 92173

619-428-2352

DATE _____

SYSD REPRESENTATIVE

San Ysidro School District

BY: _____
J. Arturo Sanchez Macias

TITLE Chief Operating Officer

ADDRESS
4350 Otay Mesa Road

San Ysidro, CA 92173

619-428-4476

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER FOR 2016-17 SCHOOL YEAR

BACKGROUND INFORMATION:
After a two year hiatis, the District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program for selected students focusing on time management, academic preparation, and college/career awareness. AVID is an effective component of the District's commitment to The Compact for Success.

The AVID California Division Program Manager, our AVID District Director, and our site administration at San Ysidro Middle School (SYMS) will collaborate to implement the program at SYMS. An AVID Site team will be created at the middle school and members of the team will attend the 2016 AVID Summer Institute (August 1st-3rd). Additional professional development services and programmatic support provided by AVID Center will provide key technical support to the District in presenting, coordinating, facilitating, and eventually, increasing the presense of the AVID program within our District.

RECOMMENDATION:
Approve the agreement with the AVID Center for 2016-17 school year for the approximate cost of $22,715.00 from the supplemental and concentration funds.

☐ **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	

$22,715.00	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

AVID Center HQ
9246 Lightwave Ave
Suite 200
San Diego, CA 92123
Phone: (858) 380-4800
Fax: 1-800-915-6897

Quote: San Ysidro School District

To	From
San Ysidro School District	Robyn Grand
Arturo Sanchez-Macias	E-mail: rgrand@avid.org
4350 Otay Mesa Road	
San Ysidro, CA 92173	

Summary

Total Amount:	**$22,715.00**	Quote ID:	QUO-05386-V6Q3G4
Shipping Method:	FedEx	Date:	1/8/2016
Payment Terms:	Net 30		
Number of SI:	8	Number of Elementary Libraries:	
Number of Memberships:	1	Number of Middle Libraries:	1
Number of AVID Weekly:		Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site:					
	ADL Year 1	AVID District Leadership Ship To: Kelli Hay 4350 Otay Mesa Road, San Ysidro, 92173	1.00	$8,700.00	$8,700.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: San Ysidro Middle School Program Level: Secondary	C 1500RN	Middle School Library Set Ship To: Rouba Tay 4345 Otay Mesa Road, San Ysidro, CA 92173 Delivery Date: 7/8/2016	1.00	$4,370.00	$4,370.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	$3,695.00	$3,695.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	8.00	$725.00	$5,800.00

Pre Freight Amount	$22,565.00
Total Tax	$0.00
Freight Amount	$150.00
Total	**$22,715.00**

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.

1.2 AVID College Readiness System:

The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3 AVID Materials:

Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site:

Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies:

Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 AVID Programs:

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (as indicated in parentheses). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

1.10 AVID District Director: District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

Article III. Licenses and Rights

3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8 Compliance With Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

Article IV. Compensation

4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1 Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4 Cumulative Remedies: Il rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.

8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center, a California Non-Profit Corporation 501(c)(3)	San Ysidro School District CA
Signature: AVID Center Authorized	Signature: Client Authorized
Printed or Typed Name	Printed or Typed Name
Title	Title of Designee
Date	Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 ADLTraining: AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL for Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institute other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL Price.

1.3 Materials: After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum

As per Middle School Library or High School Library being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Curriculum ("AVID Secondary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the standard terms and conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Secondary Curriculum

1.1 AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library— Middle School or High School—consists of a set of AVID publications and materials.

1.2 Curriculum Library: Client agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member Site implementing the Secondary program listed on the Quote prior to each AVID Member Site's initial implementation of AVID. AVID Curriculum Library prices are set forth on the Quote. Client shall be entitled to use AVID Secondary libraries only at the AVID Member Sites listed on the Quote with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. Client and its individual AVID Member Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID program—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: UKULELE PROGRAM SERVICES AGREEMENT

BACKGROUND INFORMATION:
Stanford University music professor, Steve Sano, and Six-time GRAMMY award winner Daniel Ho, draw from decades of experience as performers and instructors to bring you *'Ukulele at School*, a unique and empowering method that makes learning fun and easy!

The goal of this program is to instill a love of music in children by providing a solid musical foundation with the 'ukulele, a user-friendly instrument that promotes both a rewarding learning and playing experience.

With an emphasis on "fun and easy," topics covered will include:

- proper technique,
- reading basic rhythms,
- strumming chords,
- plucking notes, and
- learning to sing and play traditional and beloved American songs.

RECOMMENDATION:
Approve the services agreement between Daniel Ho Creations and the San Ysidro School District at a cost not to exceed $7,445.50 from supplemental and concentration 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 #:

$7,445.50	Supplemental and 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

12B.10

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

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Daniel Ho Creations Company/Consultant	(310) 474-6507 Telephone Number
914 Westwood Blvd. #813, Los Angeles, CA 90024 Address	Daniel@DanielHo.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: April 1, 2016 To: June 30, 2016

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

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term in amount not to exceed $7,445.50.

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 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

5.5 SAFETY

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

appropriate to the nature of the work and the conditions under which the work is to be performed.

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:	Daniel Ho Creations
Name:	Daniel Ho
Title:	
Address:	914 Westwood Blvd. #813
City/State/Zip code:	Los Angeles, CA 90024
Telephone & Fax:	(310) 474-6507
Email:	Daniel@DanielHo.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
DANIEL HO CREATIONS Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Jose Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

EXHIBIT A

"UKULELE AT SCHOOL PROGRAM"

DESCRIPTION:
The goal of this program is to instill a love of music in children by providing a solid musical foundation with the 'ukulele, a user-friendly instrument that promotes both a rewarding learning and playing experience.

With an emphasis on "fun and easy," topics covered will include:

- proper technique,
- reading basic rhythms,
- strumming chords,
- plucking notes, and
- learning to sing and play traditional and beloved American songs.

At the end of a semester's worth of practice, students will be ready to perform several songs from the curriculum.

For more information about the 'Ukulele At School program, please visit: www.UkuleleAtSchool.com

2-DAY SEMINAR FOR TEACHERS:

- No fee for 2-day seminar.
- Travel and lodging expenses to be paid by District. Costs to be determined.

FEES:
Total cost of program $12,445.50
(-) Donation from Daniel and Lydia Ho (in-kind donation valued at $3,243.00)
(-) Toyota Donation $5,000.00

Total amount due: **$7,445.50**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Amy Hunt, Executive Director

AGENDA ITEM: PROJECT LEAD THE WAY: GATEWAY AGREEMENT

BACKGROUND INFORMATION:
The San Ysidro School District would like to enter into an agreement with Project Lead the Way: Gateway. This program includes STEM (Science, Technology, Engineering, Mathematics) curriculum which is offered through an elective course to middle school aged students. Project Lead the Way: Gateway will be offered as an elective course at San Ysidro Middle School beginning in the 2016-2017 school year. The curriculum includes topics such as coding and robotics, flight and space, and DNA crime scene analysis. The program engages the natural curiosity and imagination of students as they collaborate in creative problem solving opportunities.

RECOMMENDATION:
Approve the agreement with Project Lead the Way: Gateway to be an elective course at San Ysidro Middle School beginning in the 2016-2017 school year at an annual fee of $750.00 from the supplemental & concentration funds.

☐ **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	N/A
$750.00 (Amount)	Supplemental & Concentration Funds (Name of funding source and/or location)	-- (Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

DocuSign Envelope ID: 27A89BB5-CC49-4408-A289-FE114FE355D0

Terms and Conditions

These terms and conditions outlined in this agreement ("**Agreement**") are between San Ysidro District, located in San Ysidro, (the "**Program Participant**") and PROJECT LEAD THE WAY, INC., a New York charitable not-for-profit corporation ("**PLTW**").

PLTW has established a comprehensive education program (the "**Program**"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program

Participant must cease the use of the software unless this Agreement is renewed for additional terms. The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. Current participation fees are set forth in the Participation Form. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "**equipment**") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW,

the Program Participant may implement the Program using equipment purchased from vendors not listed on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("**EOC Assessments**") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "**data**"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

(1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;

(2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;

(3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;

(4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;

(5) any student records continue to belong to the Program Participant;

(6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;

(7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;

(8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;

(9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;

(10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;

(11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

(12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "**materials**"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way*, *PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such

entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:	If to PLTW:
San Ysidro District	Project Lead The Way, Inc.
4350 Otay Mesa Rd.	Attn: Program Agreements
	3939 Priority Way South Drive, Suite 400
	Indianapolis, IN 46240
San Ysidro CA 92173	ph: 877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

San Ysidro District

Date: _____

By: _____
Program Participant Superintendent or
Program Participant Board
President/Chairperson, or its legally
authorized designee

Name: Julio Fonseca

Title: _____

Project Lead The Way, Inc.

Date: _____

By: _____
Jonathan Dilley
Senior Vice President and Chief of Staff

DocuSign Envelope ID: 27A89BB5-CC49-4408-A289-FE114FE355D0

PLTW Participation Form

This Participation Form is Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date this Participation Form is signed by the last party to sign it (as indicated by the date associated with that party's signature). Capitalized terms not defined on this Participation Form shall have the meaning set forth in the PLTW Terms and Conditions.

Program Participant: San Ysidro District

Address: 4350 Otay Mesa Rd. San Ysidro CA 92173

Phone: (619) 428-4476

Email: julio.fonseca@sysd.k12.ca.us

Program Coordinator (Name, Email):

Program Coordinator (Name, Email):

Billing Address (if different than above):

PLTW Programs:

Program	Price	Quantity	Total
PLTW Launch	$750.00		
PLTW Gateway	$750.00	1	$750.00
PLTW Biomedical Science	$2,000.00		
PLTW Computer Science	$2,000.00		
PLTW Engineering	$3,000.00		
All PLTW High School Programs	$5,000.00		
		TOTAL (USD)	**$ 750.00**
Program Starting Year:	2016-2017		

This Participation Form, the attached PLTW Terms and Conditions, and any Supplemental Participation Forms constitute the entire understanding between the parties during the Term of this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

San Ysidro District

Date: _____ By: _____

Program Participant Superintendent or Program Participant Board President/Chairperson, or its legally authorized designee

Project Lead The Way, Inc.

Date: _____ By: _____

Jonathan Dilley
Senior Vice President & Chief of Staff

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Tony Hua, Executive Director of Curriculum, Intervention & Innovation

AGENDA ITEM: PRINCIPAL'S EXCHANGE AGREEMENT FOR 2016-17

BACKGROUND INFORMATION:
The District shall retain the services of Principal's Exchange to assist the District with the following: ▪ Facilitation of Data Reflection Sessions at school sites ▪ Administrative Power Clinics for Principals and Assistant Principals ▪ Lead Teacher Professional Development ▪ Academic Support and ▪ Compliance Support (DAIT). Principal's Exchange is a State-approved District Assistant and Intervention Team (DAIT) provider who has assisted the District since 2014-15 and has successfully supported the instructional needs of the District's development of the Instructional Design and Implementation.

RECOMMENDATION:
Approve the Professional Services Agreement with Principal's Exchange for fiscal year 2016-17 in a not to exceed amount of $250,000 from supplemental & concentration, Title I and Title III funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Will funds for this item included in the **2016-17** Budget? ☒ Yes ☐ No

Requisition #

$250,000	Supplemental & Concentration, Title I and Title III 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

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

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Principal's Exchange Company/Consultant	(626) 644-8003 Telephone Number
2101 East 4th Street, Building B, 2nd Floor, Santa Ana, CA 92705 Address	robin@principals-exchange.org Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: 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 in the amount not to exceed $250,000.

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

5.5 SAFETY

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

appropriate to the nature of the work and the conditions under which the work is to be performed.

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

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
PRINCIPAL'S EXCHANGE Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Dr. Robin Avelar La Salle, CEO Print Name, Title	Jose Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
Date:	Date
(626) 824-5199 Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

Principal's Exchange
2101 E 4th St. Bldg B, 2nd Floor
Santa, Ana, CA 92705

March 2, 2016

To: Dr. Julio Fonseca
Superintendent, San Ysidro School District

From: Marty Maya
Sr. Operations, Principal's Exchange
marty_c@principals-exchange.org
(626) 644-8003

EXHIBIT A

Re: **Technical Support Proposal**

We welcome the opportunity to support San Ysidro S. D. as your Technical Support Provider in your continued efforts to promote student success through the implementation of your LCAP/LEA plan. The table below outlines the projects you have requested.

Scope of Service		
Project	**Description**	**Cost**
Facilitation of Data Reflection Sessions at School Sites	Following each of five assessment rounds, PE will support principals in facilitating data reflection reflections for ELA and math at each of the schools.	$65,000 $13,000 per round to include both ELA and Math
Administrative Power Clinics	Monthly professional development and follow up coaching sessions for site principals, assistant principals on instructional leadership.	$50,000 $5,000 per session (10 sessions)
Lead Teacher Professional Development	Monthly training and coaching for TOSA's on instructional coaching and facilitation of guided planning for teacher teams.	$50,000 $5,000 per session (10 sessions)
Compliance Support	DAIT (District Assistance and Intervention Team) monitoring of compliance, including support to update or complete required district plans.	$40,000
Academic Support	Provide technical assistance to Ed. Services on a variety of initiatives related to the Three Year Plan for Instruction, including teacher professional development, program design and implementation, RtI implementation, etc.	$45,000
	Total	$250,000

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AUTHORIZATION TO AWARD, BID #160016749 FOR INTERNET ACCESS AND/OR TELECOMMUNICATIONS FOR E-RATE FUNDING YEAR 16

BACKGROUND INFORMATION:
The Board authorized staff to submit applications to the School and Library Corporation to participate in E-Rate Funding and go out to bid for internet access and/or telecommunications services. If the District's application is approved 100%, the District will be eligible for up to 90% discount rate based on the District's AFDC eligibility. If the application is not approved, the District has the right to rescind the approval of these bids.

Public Contract Code section 20118.1 which provides as follows:

> "The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate."

The bid was advertised and three vendors responded to Bid #160016749 for internet access and/or telecommunications for E-Rate Funding Year 16. Although Sprint is not the lowest bidder, the District currently has Sprint cell phones which are reliable, cost effective and no training is required and no additional expenses would be incurred. The District would like to retain Sprint for the District's celluar needs:

Vendor	Amount	
	Monthly	Annual
Verizon Wireless	$2,308.85	$27,706.20
Sprint Business	$2,316.13	$27,793.53
AT&T	$2,768.75	$33,225.00

RECOMMENDATION:
Approve authorization to award Bid #160016749 Internet Access and/or Telecommunications for E-Rate Funding Year 16 to Sprint Business for fiscal year 2016-17.

☐ 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 #

$27,793.53	E-Rate & General 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

12B.13

SAN YSIDRO SCHOOL DISTRICT
Funding Year 2016 - 2017

Feb. 26. 2016

Cellular Service

Telecom: Cellular		Vendor #1	Sprint	Vendor #2	Verizon		
Selection Criteria	Weight	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Cost	35%	4	140	5	175	3	105
Prior Experience w/ District and/or References	20%	5	100	1	20	1	20
Local Contacts/Team	5%	5	25	4	20	1	5
Coverage	30%	5	150	5	150	5	150
Company Experience, Background, Financial Health, Experience with Erate	10%	5	50	1	10	1	10
Total	100%		465		375		290
Scale: 1-5		COMMENTS:		COMMENTS:		COMMENTS:	
1=Lowest; 5=Highest		Our District currently has Sprint Cellphones they are reliable, cost effective & the staff knows how to use them so there are no training issues or expense. We have chosen to remain with Sprint for our cellular needs.		Good price, local customer service representative; however, the District has not previous (relevant / recent) experience with this cellular provider.		Highest price, not a local customer service representative	

Records / FCC Forms 470

470SANYSIDRO16NvLS - #160016749 Unfollow

Please note: The following fields pull the most current data from the Contact User Profile and Applicant Entity Profile: Recipient(s) of Service, Contact Name, and Contact Phone Number. If you would like to review this FCC Form 470 with the data that was present upon certification, please navigate to the Generated Documents related dashboard on the left-hand side and click the Original Version document link.

Application Information

Nickname 470SANYSIDRO16NvLS
Application Number 160016749
Funding Year 2016
Status Certified
Allowable Contract Date 2/16/2016
Created Date 1/8/2016 12:47 PM PST
Created By Nancy von Langen-Scott
Certified Date 1/19/2016 1:11 PM PST
Certified By Nancy von Langen-Scott
Last Modified Date 1/19/2016 1:11 PM PST
Last Modified By Nancy von Langen-Scott

Billed Entity Information

Name SAN YSIDRO SCHOOL DISTRICT
Billed Entity Number (BEN) 143674

Application Type and Recipients of Service

Applicant Type School District
Recipient(s) of Service ☑ Public School District
Number of Eligible Entities 7

Contact Information

Name Nancy von Langen-Scott
Email nancyvls@nvls-erate.com
Phone Number 858-271-8585

Services Requested

Category 1: Internet Access and/or Telecommunications

Type	Function	Number Entities	Quantity	Unit	Min Capacity	Max Capacity	Maintenance Indicator	Associated RFP
Internet Access and/or Telecommunications	Cellular Voice	9	55	Lines			Yes	

Category One Narrative

When reviewing a bid, vendors should click the "Follow" button for update notifications.

There are a total of 9 entities in the District. Due to a USAC error, these were omitted as related entities. Beyer Elementary (BEN 16083447) and San Ysidro District Office (BEN 16083446) are being added.

The District is requesting Cellular Service for 55 lines with possible growth.
All numbers should remain the same for cellular service.
Amounts are approximate and there could be growth or additional services.

It is the vendor's responsibility to check for any addendums.
Do not contact district by phone. Contact by email only.
All vendors must follow local and state procurement requirements for school districts.
Criteria will be based on: Cost 35%, Prior Experience w/ District and/or References 20%, Local Contacts/Team 5%, Coverage 30% and Company Experience, Background, Financial Health, Experience with Erate 10%; Total 100%

The District will consider month-to-month, one year and multi-year contracts. The District reserves the right to exercise voluntary extensions to contracts.

As required by Erate rules, all bids in response to this Form 470 must offer the Lowest Corresponding Price (LCP). See http://www.usac.org/sl/serviceproviders/step02/lowestcorrespondingprice.aspx

There are no Services Requested For Category 2

Technical Contact Information

Name J Arturo Sanchez-Macias Phone Number 619-428-4476 x3004
Title Chief Operating Officer Email arturo.macias@sysd.k12.ca.us

State or Local Procurement Requirements

All vendors must follow local and state procurement requirements for school districts. All numbers should remain the same for local and cellular service.

The District will consider month-to-month, one year and multi-year contracts. The District reserves the right to exercise voluntary extensions to contracts.

As required by Erate rules, all bids in response to this Form 470 must offer the Lowest Corresponding Price (LCP). See http://www.usac.org/sl/serviceproviders/step02/lowestcorrespondingprice.aspx

For companies with people in them™

Sprint Business

Sprint® Business Share Plans

Build the perfect plan for your business. Sprint Business Share Plans offer flexibility and value with shared data for your devices. Another reason that Sprint is the best value in wireless for business.

First, choose how much data to share.

Save with a 25% discount on shared data for Erate Customer

Data allowance for up to:

10 lines		25 lines				50 lines		75 lines	100 lines	
20GB	40GB	50GB	60GB	80GB	100GB	120GB	160GB	200GB	300GB	400GB
$67.50	$101.25	$120.00	$150.00	$202.50	$247.50	$300.00	$405.00	$506.25	$757.50	$1012.50
Reg $90	Reg $135	Reg $160	Reg $200	Reg $270	Reg $330	Reg $400	Reg $540	Reg $675	Reg $1,010	Reg $1,350

All prices and data allowances above per month.** Prices are after 25% CL discount is applied.
Additional on-network data usage above monthly allowance: 1.5¢/MB ($15/GB)

Then add access for your devices.

Smartphones

Unlimited Talk and Text

$35 per smartphone

Save $20
additional per line with select device transactions[1]

and

Save $7.50
for 24 mo. for smartphone lines switched to Sprint with select device transactions[2]

Basic phones

Unlimited Talk and Text

$15 per phone

Save $7.50
for 24 mo. for phone lines switched to Sprint with select device transactions[2]

Tablets

$10 per tablet

Save $5
for 24 mo. on newly activated lines with select device transactions[3]

Mobile Broadband

Includes USB devices and WI-FI hotspots

$10 per device

Save $5
for 24 mo. on newly activated lines with select device transactions[3]

At least one smartphone must be active on these plans, serving as the plan's primary line.

[1] Applied within 3 invoices. Savings apply for new or upgrading lines selecting Lease, Sprint Easy Pay, purchasing at full price, or bringing their own compatible smartphone.

[2] Savings applied within 3 invoices as a discount for lines switched from another carrier to Sprint and selecting Lease, Sprint Easy Pay, purchasing at full price, bringing their own compatible phone, or purchasing certified pre-owned devices. After 24 months, pay the applicable monthly access fee. Offer ends 1/7/16.

[3] Savings applied within 3 invoices as a discount for new line activations selecting Lease, Sprint Easy Pay or bringing their own compatible device. After 24 mo., pay the applicable monthly access fee. Offer ends 1/7/16.

All prices per month.**

Find a local Sprint Store at sprint.com/storelocator
Bring this flyer and mention Corp ID: GAEDU
Or visit

Plans include

- Unlimited talk and text on phones while on the Sprint network
- Unlimited Direct Connect® and Group Connect® on capable phones
- Hotspot usage on capable phones and tablets drawing from the shared data
- International texting from US to more than 180 countries

For full terms and conditions of service and other important information, including coverage, and other plan pricing, please review your Sprint service agreement and visit sprint.com.

****Monthly lease payments exclude taxes (varies by area). Monthly charges exclude taxes and Sprint Surcharges [incl. USF charge of up to 17.1% (varies quarterly), up to $2.50 Admin. and 40¢ Reg./line/mo. and fees by area (approx. 5–20%)]. Surcharges are not taxes. See sprint.com/taxesandfees.**

Offer ends 1/7/16. **Activ. Fee:** $36/line. Credit approval req. **Early Termination Fee (sprint.com/etf):** Other programs or equipment purchases may require a minimum service term and up to $350/line Early Termination Fee. **Plan Details:** Plans only available to Corporate-Liable business subscribers. CL discounts may apply only to monthly shared data charges. Includes unlimited domestic Long Distance calling and texting while on the Sprint Network. Data allowance as specified. Third-party content/downloads are add'l charge. Int'l svcs are not included. **Data:** Includes shared data across all subs. Plans include 100MB off-network data usage. Add'l on-network data usage: 1.5¢/MB. Additional off-network data can be added by opt in only for 25¢/MB for tablets/MBBs. If conflicting share data allowances are applied to an account, the majority on account or most recent change may be applied for all lines. Mobile Hotspot usage pulls from your shared data and off-network allowances. **Add-ons:** Good for Enterprise™ or BlackBerry Enterprise Service 10 can be added to select data plans for an additional $15/mo. per line. Other BlackBerry smartphones can add BlackBerry Enterprise Server for $20/mo. per line. **Messaging:** Includes sending/receiving domestic texts (SMS) and pics/videos thru texts (MMS). **International Texting:** Includes texting from U.S., U.S. Virgin Islands, Puerto Rico, and Canada. Excludes audio, picture and video messages. For list of countries visit sprint.com/international. **Discounts:** Discount of $20/mo./smartphone will be applied within 3 invoices for customers that have chosen a non-discounted phone transaction; Lease, Easy Pay, purchase at full SRP, or bring your own compatible device. The discount will remain until a new device transaction. Discounts do not apply to basic/feature phone transactions. No cash back. **CL Discount:** Avail. for corporate-liable business lines (ongoing verification). Tax ID req. to establish acct. Discount only data svc for Sprint Business Share Plan. Not avail. with no credit check offers or Mobile Hotspot add-on. **Usage Limitations:** To improve data experience for the majority of users, throughput may be limited, varied or reduced on the network. Sprint may terminate phone service if off-network roaming usage in a month exceeds: (1) 800 min. or a majority of min.; or (2) 100MB or a majority of KB. Prohibited network use rules apply—see sprint.com/termsandconditions. **Port-in Credit:** After 24 mo., customer will be charged applicable data access charge per device in addition to data allowance charge which varies by selection. To avoid charges, customer must contact Sprint to make changes. Lease, Sprint Easy Pay obligations will still apply if applicable. Smartphone and basic phone requires port-in from an active number and excludes upgrades, replacements and ports made between Sprint entities or providers associated with Sprint (i.e. Virgin Mobile USA, Boost Mobile, Sprint Prepaid and Assurance), telephone numbers active on Sprint within the previous 60 days, or Seasonal Standby plans. **Lease:** Credit approval req. Terms for all other customers will vary including amount due at signing and taxes/fees. Req. qualifying device and service plan. No equipment security deposit required. Upon completion of applicable mo. term, customer can continue to pay monthly lease amount, purchase or return the device. Customer is responsible for insurance and repairs. **Early termination of lease/service:** Remaining lease payments will be due immediately and requires device return or payment of purchase option device price in lease. **Sprint Easy Pay:** Credit approval req., 24-mo. installment agreement, 0% APR, and qualifying device and service plan. Credit approval req. Monthly payment terms for all others will vary and a down payment may be required. Down payment, unfinanced portion and sales tax (on full purchase price) due at purchase. **Early termination of Sprint Easy Pay/service:** If you cancel wireless service, remaining balance on device becomes due. Not available in all locations. **Other Terms:** Offers and coverage not available everywhere or for all devices/networks. May not be combined with other offers. Restrictions apply. See sprint.com for details © 2015 Sprint. All rights reserved. Sprint and the logo are trademarks of Sprint.

155267d

470 Application #	160016749
Spin Number	143006742
School Name	SAN YSIDRO SCHOOL DISTRICT
Phone Number	858-271-8585
Main Address	4350 OTAY MESA RD.
City	SAN YSIDRO
State	CA
Zip Code	92173
BAN/Account #	376777310
Quote Date	02/02/2016
Contact Name	J Arturo Sanchez-Macias
Contact Email	arturo.macias@sysd.k12.ca.us
Contract Name	STATE OF CALIFORNIA (STATE MASTER CONTRACT #7-10-70-15) STATE LEVEL
Contract Number	MASTER SERVICES AGREEMENT #1907
State Discount %	25%
Term	Multi Year - 24 Months
Funding Year	2016-2017

Sprint Quote for Voice Eligible Services Only – Modernization Phase Out

Data services are ineligible under the FCC's E-rate Modernization Order; Voice and Data bundles require cost allocation prior to USAC submission.

Price Plan	Access Charge [1]	# of Units	Monthly Charge
Voice Plans			
Sprint Business Share -Smartphone - Unlimited Talk and Text Plan for Smartphones - Unlimited Anytime Minutes, Unlimited Mobile to Mobile, includes roaming, unlimited N & W, Unlimited Nationwide Sprint Direct Connect. Eligible 60% / Ineligible 40% (Ineligible charges include voice mail, caller id, texting, and deduction for subsidized smartphone)	$35.00	43	$1,505.00
Sprint Business Share - Feature Phone - Unlimited Talk and Text Plan for Feature Phones - Unlimited Anytime Minutes, Unlimited Mobile to Mobile, includes roaming, unlimited N & W, Unlimited Nationwide Sprint Direct Connect. Eligible 65% / Ineligible 35% (Ineligible charges include voice mail, caller id, texting, and deduction for subsidized feature phone)	$15.00	12	$180.00
Data Plans			
Business Share Data Pool 200GB. Additional on-network data above monthly allowance: $.015/MB ($15/GB). Ineligible for erate	$506.25	1	$506.25
911 / State Taxes			$65.74
Federal USF			$59.14
		Total Per Month	$2,316.13
		Total Per Year	$27,793.53

Customer Signature: _____ **Date:** _____

Service Provider Signature: _____ **Date:** _____

This Sprint Quote is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. By signing

this Sprint Quote or upon receipt of Sprint Services and Products, Customer agrees to the terms and conditions of the applicable Sprint service Agreement ("Agreement") together with the attached Schools and Libraries Funding Program Addendum ("Addendum") for the provision of certain telecommunications services ("Services") and related equipment ("Products"). The Term of the Agreement will begin on the Commencement Date and expire no later than **June 30, 2017**. The "Commencement Date" will be the first day of the first billing month after Sprint receives USAC's Funding Commitment Decision Letter ("FCDL"). In no event will the Commencement Date be earlier than **July 1, 2016**. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer's with existing Services, Sprint reserves the right to suspend Services if the FCDL is not received by **September 30, 2016**. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support.

[1] Please note that the responsibility for verifying and certifying the information within an E-rate application is with the applicant prior to submission. This guidance notwithstanding,the final determination of eligibility will be made by the SLD after a review of the applicant's E-rate application. Sprint is not responsible for the outcome of the SLD's decision on these matters.

SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD.
SAN YSIDRO, CA, 92173
02/02/2016
470 Application # 160016749
TERM: 24 Months

SCHOOLS AND LIBRARIES FUNDING PROGRAM ADDENDUM

Sprint and Customer are entering into the following Schools and Libraries Funding Program Addendum ("Addendum"), together with the applicable Sprint service agreement ("Agreement") for the provision of certain telecommunications services ("Services") and related equipment ("Products"). The Services and Products may be eligible for discounts or other benefits under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support").

TERMS AND CONDITIONS

COMMENCEMENT DATE OF AGREEMENT. This Addendum is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. The E-Rate Term is a 12-month period ("E-Rate Term") beginning on July 1st and ending on June 30th of the following year ("E-Rate Funding Year").The "Commencement Date" will be the first day of the first billing month after Sprint receives USAC's Funding Commitment Decision Letter ("FCDL"). In no event will the Commencement Date be earlier than July 1, 2016. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer's with existing Services, Sprint reserves the right to suspend Services if the FCDL is not received by September 30, 2016. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support.

1. **APPLICATIONS FOR SUPPORT**. Following execution of the Agreement, Customer will take the following steps to request Support depending on the source of such funds.

A. USAC. Customer will take appropriate steps to ensure that USAC receives a Form 471 application (or its successor form) and any other necessary documentation to request Support for Services. For Services provided in multiple years, Customer will submit subsequent Forms 471 to request Support. Customer will promptly provide Sprint with a copy of its Funding Commitment Decision Letter and all other relevant documentation requested by Sprint. Customer will abide by all FCC and USAC rules and obligations for receipt of Support, including but not limited to submission of Form 486 (or its successor form) confirming receipt of Services.

B. OTHER FUNDING SOURCES. If desired, Customer will take all necessary steps to request Support from state or local corollaries to the E-Rate Program ("Other Funding Sources"). Customer will notify Sprint in writing within 30 days of its receipt of a Support commitment from Other Funding Sources, and will include a copy of its application and Other Funding Source documentation in such notice to Sprint. Customer will abide by all Other Funding Source rules and obligations for receipt of Support.

2. **RECEIPT OF SUPPORT.**

A. USAC. Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from USAC of Customer's Form 486 filing and Sprint's receipt of the service worksheet. Upon notification, Sprint will apply discounts or reimburse Customer according to the Funding Commitment Decision Letter, Form 486 for Services delivered, and Sprint worksheet delineating the associated accounts. Sprint may require Customer to seek USAC reimbursement via Form 472 if Customer has not received its USAC Funding Commitment Decision Letter by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by USAC's funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to USAC's Support commitment as calculated after providing Services.

B. OTHER FUNDING SOURCES. Customer will pay, in full, all invoices issued by Sprint prior to Sprint's receipt of notification from the Other Funding Source acknowledging Customer's receipt of Services. Upon notification, Sprint will apply discounts or reimburse Customer for Services delivered under the terms of the Agreement and corresponding to the Other Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Other Funding Source funding year. Sprint may apply a credit to Customer's account or provide Customer with a check corresponding to the Other Funding Source's Support commitment as calculated after providing Services.

3. **CERTIFICATION OF AVAILABILITY OF FUNDS/FAILURE TO OBTAIN SUPPORT.**

A. CERTIFICATION. Customer represents and warrants that Customer has sufficient appropriated funds available to cover the full cost of Products and Services purchased under the Agreement regardless of whether Customer receives any funds from FCC, USAC or Other Funding Sources.

B. REIMBURSEMENT. If, for any reason other than Sprint's material failure to deliver Services under the terms of the Agreement, either: i) the FCC, USAC or Other Funding Sources fail to reimburse Sprint for Services provided to the Customer; or ii) if the FCC, USAC or Other Funding Sources reclaim any portion of Support paid to Sprint on Customer's behalf for Services provided, then Customer will reimburse Sprint for these amounts.

C. RESPONSIBILITY. While Sprint will use commercially reasonable efforts to assist Customer in requesting Support, Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer. Customer accepts full responsibility for the charges for all services and equipment provided by Sprint pursuant to the Agreement, including all charges not covered by E-Rate Support. In the event that requested E-Rate Support is denied or adjusted during Program Integrity Assurance (PIA) or other pre-commitment review, or is interrupted or rescinded as a result of any post-commitment review or audit of any E-Rate Program services (whether provided by Sprint or any other service provider), Customer agrees to remit payment of any outstanding balance due to Sprint within 30 days of receipt of the funding decision notification from USAC or within 30 days of the close of the funding year, whichever is sooner.

D. CUSTOMER ACKNOWLEDGEMENT. For funding year 2015-16 and subsequent years thereafter, Customer acknowledges that E-Rate Support for certain services was eliminated or reduced pursuant to the FCC's E-rate Modernization Order (Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Report and Order and Further Notice of Proposed Rulemaking released July 23, 2014, and WC Docket No. 10-90, Second Report and Order and Order on Reconsideration released December 19, 2014), and the Funding Year 2016-17 Eligible Services List (Schools and Libraries Universal Service Support Mechanism, CC Docket No. 02-6, Order released October 28, 2014). Customer agrees to accept responsibility for payment of any such services that are provided by Sprint but that are not eligible for E-Rate Support. Payment for services and equipment that are not E-Rate Program eligible will be due to Sprint within 30 days of date invoice is received by Customer.

4. PRECEDENCE AND INTERPRETATION. The terms and conditions of this Addendum take precedence over all conflicting terms and conditions in the Agreement and shall supersede and replace any previously executed Addenda for this Term. All other terms and conditions of the Agreement remain unchanged.

Acknowledged this ____ day of _____, 201___

Signature

Print Name

Title

470 Application #	160016749
Spin Number	143006742
School Name	SAN YSIDRO SCHOOL DISTRICT
Phone Number	858-271-8585
Main Address	4350 OTAY MESA RD.
City	SAN YSIDRO
State	CA
Zip Code	92173
BAN/Account #	376777310
Quote Date	02/02/2016
Contact Name	J Arturo Sanchez-Macias
Contact Email	arturo.macias@sysd.k12.ca.us
Contract Name	STATE OF CALIFORNIA (STATE MASTER CONTRACT #7-10-70-15) STATE LEVEL
Contract Number	MASTER SERVICES AGREEMENT #1907
State Discount %	25%
Term	Multi Year - 24 Months
Funding Year	2016-2017

Sprint Quote for Voice Eligible Services Only – Modernization Phase Out

Data services are ineligible under the FCC's E-rate Modernization Order; Voice and Data bundles require cost allocation prior to USAC submission.

Price Plan	Access Charge [1]	# of Units	Monthly Charge
Voice Plans			
Business Essentials Add-on (pools minutes with Business Essentials; unlimited weekend minutes and nights starting at 7pm; unlimited mobile to mobile minutes; unlimited Sprint Direct Connect on select devices; domestic long distance & roaming included, anytime overage minutes $0.40/min) Eligible 75% / Ineligible 25% (Ineligible charges include voice mail, caller id, and deduction for subsidized feature phone)	$18.75	8	$150.00
Direct Connect Only Plan (Eligible 85%/Ineligible 15%)	$18.74	1	$18.74
Unlimited Mobile to Mobile (eligible)	$3.75	3	$11.25
Bundled Voice and Data Plans			
Custom Pro Pack Bundle 400 (400 Anytime minutes, Pooled Voice Minutes, Unlimited mobile to mobile minutes, Unlimited Email and Web, Unlimited Text Messages, Domestic Long Distance included, Data Roaming >300 MB $0.25, Unlimited Nights and Weekends starting at 7PM, Unlimited Sprint Direct Connect (on select devices), anytime overage minutes $0.25/min. Eligible 30% / Ineligible 70% (Ineligible charges include voice mail, caller id, texting, data, and deduction for subsidized smartphone)	$49.99	21	$1,049.79

Custom 400 Voice and Data (400 Anytime minutes, Pooled Voice Minutes, Unlimited mobile to mobile minutes, Unlimited Email and Web, Unlimited Text Messages, Domestic Long Distance included, Data Roaming >300 MB $0.25, Unlimited Nights and Weekends starting at 7PM, Unlimited Sprint Direct Connect (on select devices), anytime overage minutes $0.25/min. Eligible 30% / Ineligible 70% (Ineligible charges include voice mail, caller id, texting, data, and deduction for subsidized smartphone)	$49.99	20	$999.80
Custom Pro Pack Bundle 400 (400 Anytime minutes, Pooled Voice Minutes, Unlimited mobile to mobile minutes, Unlimited Email and Web, 1000 Text Messages (overage $0.20/msg), Domestic Long Distance included, Data Roaming >300 MB $0.25, Unlimited Nights and Weekends starting at 9PM, Unlimited Sprint Direct Connect (on select devices), anytime overage minutes $0.25/min. Eligible 30% / Ineligible 70% (Ineligible charges include voice mail, caller id, texting, data, and deduction for subsidized smartphone)	$46.99	2	$93.98
Custom Pro Pack Bundle 250 (250 Anytime minutes, Pooled Voice Minutes, Unlimited mobile to mobile minutes, Unlimited Email; Web, 300 Text Messages (overage $0.20/msg), Domestic Long Distance included, Data Roaming >300 MB $0.25, Unlimited Nights and Weekends starting at 7PM, Unlimited Sprint Direct Connect (on select devices), anytime overage minutes $0.25/min. Eligible 30% / Ineligible 70% (Ineligible charges include voice mail, caller id, texting, data, and deduction for subsidized smartphone)	$44.99	1	$44.99
Data Plans			
3G/4G Tablet Plan 6GB (Ineligible)	$49.99	1	$49.99
3G/4G Tablet Conn Plan 6GB (Ineligible)	$37.99	1	$37.99
Premium Data Charge $10.00 - required to enable an enriched data experience for Smartphones (Ineligible)	$10.00	43	$430.00
Pro Pack - Unlimited Data (on-network): Mobile Web, and Email. Unlimited Messaging: Text, . Access your personal email (Yahoo! Mail, Gmail, Windows Live Hotmail, AOL, etc.) with Sprint Mobile Email. Also access your corporate email on Microsoft Exchange or IBM Lotus Notes with Sprint Mobile Email-Work or Microsoft Direct Push technology via ActiveSync or Versamail, Please Note: a $10.00 per month additional charge may apply to data plans for new Smartphones (Ineligible)	$20.00	1	$20.00
911 / State Taxes			$87.20
Federal USF			$52.41
		Total Per Month	$3,046.14
		Total Per Year	$36,553.63

Customer Signature: _____ **Date:** _____

Service Provider Signature: _____ **Date:** _____

This Sprint Quote is an integral part of the Agreement and is binding when acknowledged by Customer or once Customer receives Services and Products. By signing this Sprint Quote or upon receipt of Sprint Services and Products, Customer agrees to the terms and conditions of the applicable Sprint service Agreement ("Agreement") together with the attached Schools and Libraries Funding Program Addendum ("Addendum") for the provision of certain telecommunications services ("Services") and related equipment ("Products"). The Term of the Agreement will begin on the Commencement Date and expire no later than **June 30, 2017**. The "Commencement Date" will be the first day of the first billing month after Sprint receives USAC's Funding Commitment Decision Letter ("FCDL"). In no event will the Commencement Date be earlier than **July 1, 2016**. If the Customer is purchasing new Products and Services from Sprint, Sprint will not fulfill such orders until Sprint is in receipt of the FCDL. For Customer's with existing Services, Sprint reserves the right to suspend Services if the FCDL is not received by **September 30, 2016**. Customer agrees it will be responsible for payment for Services and Products and for any amounts not covered by Support, irrespective of the availability of Support.

[1] Please note that the responsibility for verifying and certifying the information within an E-rate application is with the applicant prior to submission. This guidance notwithstanding,the final determination of eligibility will be made by the SLD after a review of the applicant's E-rate application. Sprint is not responsible for the outcome of the SLD's decision on these matters.

#2,308-15

verizon

San Ysidro School District
Attention: J Arturo Sanchez-Macias
4350 Otay Mesa Rd
San Ysidro, CA 92173
Phone: (619) 428-4476 Ext. 3004
Email: Arturo.Macias@sysd.k12.ca.us
Profile ID: New

Response to Request for Quotation

February 9, 2016

Sandy Baker
Government Account Executive - Business Sales
Verizon Wireless
10525 Vista Sorrento Pkwy
Suite 150
San Diego, CA 92121
Phone: (619) 318-1771
Email: Sandy.Baker@vzw.com

This quotation is based on the terms and conditions of the NASPO Value Point ("NVLPT") Contract for Services #1907 (f/k/a WSCA) ("the Agreement"). The NVLPT pricing, terms and conditions negotiated on behalf of the member states and political subdivisions enable Verizon Wireless to offer you the lowest possible prices for cellular services. The NVLPT Agreement, Addenda and Attachments can be found on http://www.naspovaluepoint.org/#/contract-details/49/contractor/204 site for your review. The Agreement includes the following:

All terms and conditions to be governed by the NVLPT Agreement and California's Participating Addendum;

- State of California Custom Rate Plans
- A 22% monthly access discount for agency-responsible lines on select calling plans with a monthly access charge of $34.99 or more;
- Equipment discounts at the highest attainment tier;
- No early termination or activation fees on corporate liable lines;
- 25% discount off the retail price of accessories;
- Term: April 16, 2012 through June 30, 2019

Verizon Wireless would like to recommend the following price plan offers. Please also refer to the Verizon Wireless Pricing Sheet attached in the proposal for all details.

Nationwide Calling Plans:

Price Plan	NVLPT Discount Monthly Access Charge	Minutes/Data Per Line	Number of Lines	Total Minutes/Data	Total Monthly NVLPT Charge
ST OF CA Nationwide 3G CA Consumption Voice Plan Access***	$0.06 per minute	N/A	55	Average Anticipated Usage 2,750	$165.00
Totals			**55**	**Average Anticipated Usage 2,750**	**$165.00**

***The Voice Plan includes Night & Weekends, Mobile to Mobile, Domestic Long Distance & Roaming. ***Per minute Rate $0.06 includes Night & Weekends, Mobile to Mobile & Domestic Long Distance.**

Option 2:

Price Plan	NVLPT Discount Monthly Access Charge	Minutes/Data Per Line	Number of Lines	Total Minutes/Data	Total Monthly NVLPT Charge
NVLPT 3G/4G LTE Nationwide Voice for Government Shared*	$23.98	100	55	5,500	$1,318.90
Totals			**55**	**5,500**	**$1,318.90**

This quote is valid for ninety (90) days, unless otherwise agreed upon between the Agency and Verizon Wireless. Verizon Wireless offers this pricing utilizing the terms and conditions of the NASPO ValuePoint ("NVLPT") Master Service Contract #1907(f/k/a WSCA) and State of California NVLPT Participating Addendum Master Price Contract #7-10-70-16 Amendment #5.

Equipment Offers:

Equipment	Full Retail Price	WSCA Equipment Price	Quantity	Total WSCA One-Time Charge
Samsung Convoy 3	$149.99	$0.00	55	$0.00
Estimated Tax Full Retail 10% **(quantity xxx)**				$824.95
Totals			**55**	**$824.95**

Information contained in this document is provided for review purposes only and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this document. In the event of any ambiguities or inconsistencies between the information in this chart and the Verizon Wireless Pricing & Equipment Proposal, the Pricing & Equipment Proposal shall prevail. California Sales tax is calculated on full retail value of equipment. Please refer to the attached Verizon Wireless Pricing and Equipment Proposal for details outlining our proposed pricing.

E-Rate Program Overview

Verizon Wireless has supported the Universal Service Fund for Schools and Libraries commonly known as "E-Rate" since 1998 and annually submits a Form 473.

Verizon Wireless' SPIN is 143000677
Verizon Wireless' FCC Registration Number is 0003-2906-73

Verizon Wireless supports both the SPI (Form 474) and the BEAR (Form 472) reimbursement methods. To ensure your accounts receive E-rate support, Verizon Wireless requires that you register your accounts during its E-rate registration process. Registration is completed through a URL that will be sent to the point of contact identified on your Form 471. During registration, you will have the opportunity to select your preferred reimbursement method (BEAR or SPI). Customers that do not register their account(s) by the registration deadline will be enrolled as BEAR reimbursement. Should the District select the SPI method and need lines that are not funded by E-rate, those lines not funded by E-rate need to be activated on a separate sub-account from the lines participating in E-rate. Verizon Wireless reserves the right to refuse to change invoicing method after the beginning of the funding year.

USAC determines whether the products/services included in a Form 471 application are eligible for E-rate funding. Wireless data plans (or the data plan portion of a bundled voice/data plan), text messaging, voicemail, etc. are currently not generally eligible. The price of wireless devices and maintenance of devices are also generally not eligible. Ineligible mobile broadband plans and devices should not be included in E-rate applications. Also note that E-rate discount levels for voice services are being reduced each year. For additional information on eligibility, USAC posts the current Eligible Services List on its website (http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx) or USAC can assist with specific eligibility questions.

Verizon Wireless' pricing and invoices reflect the rates specified in the Contract and we do not provide or invoice components of bundled plans at itemized prices; component pricing is not part of the contract. However, we have included in our response cost allocation information for the proposed price plans, which includes a total cost for the ineligible components of the price plan, (e.g., the data portion of the plan, devices, messaging, etc.), in the "Non-Eligible (Device/Messaging/Etc.) Allocation." Cost allocations are prepared based on an assumption that service is used for eligible purposes at eligible locations. Cost allocations do not include separately priced items, except devices, and these allocations do not reflect any potential ineligible use of an eligible service by the District. The District bears sole responsibility for cost allocating on its application and BEAR invoices any portion of services that may be ineligible for E-rate funding.

If the school district wishes to make the entire contract contingent on a funding commitment from USAC, Verizon Wireless recommends waiting to order any products or services until funds are committed. The school district remains responsible for any charges incurred for the products and services delivered to the school district that are not funded by E-rate, including charges for products and services ordered before funds are committed and/or to the extent that funding is not approved.

This quote is valid for ninety (90) days, unless otherwise agreed upon between the Agency and Verizon Wireless. Verizon Wireless offers this pricing utilizing the terms and conditions of the NASPO ValuePoint ("NVLPT") Master Service Contract #1907(f/k/a WSCA) and State of California NVLPT Participating Addendum Master Price Contract #7-10-70-16 Amendment #5.

Verizon Wireless Pricing Sheet
NASPO ValuePoint f/k/a WSCA
State of California Participating Addendum Number 7-10-70-16
Custom Rate Plans

As stated in the State of California NVLPT Participating Addendum Master Price Contract #7-10-70-16 Amendment #5, in consideration of allowing local government agencies to choose from either (i) the special State of California pricing identified in the Pricing Worksheets incorporated into the Participating Addendum and/or (ii) standard NVLPT pricing, any line that receives new equipment under a standard NVLPT plan must remain on standard NVLPT pricing for at least ten (10) months, and may not switch to any Plan offered under State of CA Pricing until at least ten months of its one year individual line term have been completed. In the event any such line switches prior to the expiration of at least ten (10) months of its one year line term, then Verizon Wireless will migrate the line back to its original standard NVLPT plan. Verizon Wireless is not required to provide notice when it migrates a line back to its original standard NVLPT pricing under the terms of this paragraph.

NVLPT CALIFORNIA 3G/4G NATIONWIDE CONSUMPTION VOICE PLAN (On Network only) STATE OF CALIFORNIA GOVERNMENT LINES ONLY The NVLPT Nationwide Consumption Plan is NOT eligible for monthly fee discounts.	
Monthly Access Fee	$0.00
Anytime Voice Minutes	0
Per Minute Rate	$0.06
Domestic Long Distance	Included
Unlimited Night & Weekend Minutes	Included
Unlimited Mobile to Mobile Calling Minutes	Included
Data Sent or Received	$1.99/ MB
Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. $10 Push to Talk feature and $24.99 Government Email featured for BlackBerry & Smartphones may be attached to this rate plan.	

NVLPT Nationwide 3G/4G Unlimited Calling Plan STATE of CALIFORNIA GOVERNMENT LINES ONLY NVLPT Nationwide Unlimited Calling Plan is NOT eligible for monthly fee discounts.	
Monthly Access Fee	$ 54.99
Monthly Anytime Minutes	Unlimited
Domestic Long Distance	Included
Data Sent or Received	$1.99/ MB or per data package**
Notes: Current coverage details can be found at www.verizonwireless.com. **See attached Calling Plan and Feature Details for important information about calling plans, features and options. Smartphones and Multimedia Phones require a data package. $10 Push to Talk feature and $24.99 Government Email feature may be attached to this rate plan.	

Mobile Broadband Data 3G/4G Plan STATE OF CALIFORNIA GOVERNMENT LINES ONLY	
Monthly Access Fee	$37.99
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Per Minute Rate†	$0.25
Domestic Long Distance	Included
Notes: If usage on this plan exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. 3G and 4G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States.	

Government 3G/4G Email Feature for Blackberry & Smartphones STATE OF CALIFORNIA GOVERNMENT LINES ONLY The Government Email Feature is NOT eligible for monthly access fee discounts.	
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts	
	As a feature added to an eligible plan
Monthly Access Fee	$24.99
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per KB (Canada) / $0.005 per KB (Mexico)
Per Minute Rate††	Per the Voice Calling Plan
Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. † Optional Feature may only be added to NVLPT CA 3G Nationwide Consumption Plan or to the NVLPT Nationwide Unlimited Calling Plan. †† Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance.	

3G/4G Push to Talk Unlimited Calling Feature STATE OF CALIFORNIA GOVERNMENT LINES ONLY The Push to Talk Unlimited Feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00
One to One and Group Push to Talk	Unlimited
Note: The Push to Talk feature must be added to an eligible voice calling plan. Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply.	

3G/4G Messaging (Text/Picture/Video) Features
STATE OF CALIFORNIA GOVERNMENT LINES ONLY
These Messaging Features are NOT eligible for monthly access fee discounts or promotions

Included Messages	Monthly Fee*	Overage Rate
100	$0.00*	$0.10 Per message sent/received-per address
300	$3.00*	
1000	$10.00*	

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Feature(s) can only be added to the NVLPT California Nationwide Consumption Voice Plan, NVLPT Nationwide Unlimited Calling Plan and Mobile Broadband Data Plan (3G & 4G) State of California Government Subscribers only. These Messaging Feature packages are not available on any other rate plans.

3G/4G Unlimited Messaging (Text/Picture/Video) Feature
This Messaging Feature is NOT eligible for monthly access fee discounts or promotions

Included Messages	Monthly Fee*
Unlimited	$12.00

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Feature(s) can only be added to eligible voice calling plan or $37.99 Mobile Broadband Data plan.

3G/4G Mobile Broadband Connect Feature for Smartphone
The Mobile Broadband Connect Feature is NOT eligible for monthly access fee discounts and promotions

Monthly Access Fee	$10.00
Monthly MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Per Minute Rate*	$0.25 per minute
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. This feature requires Smartphone activation. Feature(s) can only be added to eligible voice calling plan combined with the Government Email Feature for BlackBerry and Smartphone.

CALLING PLAN AND FEATURE DETAILS:

Calling Plans and Associated Charges: Government Subscribers may activate Wireless Service on the calling plans included with your Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. Subscribers may take advantage of promotions or purchase Equipment at corporate pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID: Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Unlimited Messaging: Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal® services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*
***NOTE:** If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Verizon Wireless Calling Plan Included Features[1]	
Call Waiting[2,7]	**Three Way Calling[2,7]**
Call Forwarding[2, 7]	**No Answer/ Busy Transfer[7]**
Caller ID[3,7]	**Basic Voice Mail[2,4,7]**
411 Search [5,7]	**Basic Text Messaging[6]**
Mobile Web [2,7,8]	**International Calling/ Roaming [9]**

[1] Not available in some areas.
[2]Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.
[3]When making a call, subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.
[4]Airtime charges apply to message retrieval.
[5]411 Search, directory assistance with automatic call completion is subject to a $1.99 per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.
[6]Text Messaging offered at the prevailing rate, currently $0.20 per inbound and $0.20 per outbound message per address $0.25 for picture messages. Text message charges are subject to change.
[7]Feature not included on NationalAccess and Mobile Broadband Plans at no charge, but are available at the prevailing Verizon Wireless rates.
[8]Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on Smartphones or the Email and Web for BlackBerry Plans. Unless a V Cast, or Mobile TV Select Package, is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at $1.99/ MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.
[9]International Calling/ Roaming prices start at $.49 a minute (plus airtime). For complete terms and conditions for International Calling/ Roaming please visit verizonwireless.com/international.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a Text or Picture & Video message allowance. Mobile to Mobile Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless subscribers' wireless phones while both wireless subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition, MMS messages are $0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent

messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

International Long Distance (I-DIAL): International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): International roaming requires digital or tri-mode CDMA phone with current software. Global Phone requires CDMA/GSM- capable phones and compatible SIM card. I-Dial required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Premium text messaging programs that are accessible domestically are also accessible when roaming internationally and charges will be in addition to text messaging roaming charges. Where available calls placed to directory assistance, entertainment lines and any third-party services are billed (along with applicable toll charges) in addition to roaming rates. Message waiting indicator service is not available where text messaging is not available. Availability of services and features, including the ability to make and receive international calls, varies by serving carrier and location and may be restricted without notice. See versionwireless.com/international for rates and destinations, which are subject to change without notice. Existing subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the subscriber's MTN or to 000-000-0086Taxes, surcharges and other regulatory fees may apply and may vary by country. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

Data Plans and Feature

Data Plans and Features: Data Plan and Feature usage is subject to Acceptable Use Policy, available on www.verizonwireless.com. Monthly Megabyte allowances apply only to Mobile Broadband data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service area. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the subscriber pressing or clicking SEND or CONNECT button. Customer must maintain virus protection when accessing the service.

Permitted Uses: Wireless Email and Data Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Prohibited Uses: While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore

prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties' Internet-based resources, including the generation or dissemination of viruses, malware, or "denial of service" (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Mobile Broadband and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy.]

Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and Mobile Broadband data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.1XRTT Roaming Feature:. When roaming domestically, Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where 1XRTT Roaming is available, see www.verizonwireless.com. 1XRTT roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to Mobile Broadband and NationalAccess usage within the United States and Canada as well as an allowance of 100MB ($0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB ($0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and Mobile Broadband Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at $0.002/KB in Canada, $0.020/KB in Tier 1 Countries, and $0.030/KB in Tier 2 Countries.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global Smartphone, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

FY2016: Western States Contracting Alliance - E-Rate Cost Allocations (State of California)

WSCA California Nationwide Consumption Voice Plan	***$0.00***
Eligible Element (Voice) Allocation	**$0.00**
Non-Eligible Element (Device/Messaging/Etc.) Allocation	**$0.00**

WSCA California Nationwide Unlimited Voice Plan	***$54.99***
Eligible Element (Voice) Allocation	**$49.99**
Non-Eligible Element (Device/Messaging/Etc.) Allocation	**$5.00**

Confidential Information Exempt from Public Release under 5 U.S.C. 552 (b) (4).
This document is not for disclosure outside of Verizon Wireless and E-Rate Applicant, but information may be used to complete E-Rate forms submitted to USAC. 2016

Verizon Wireless Pricing Sheet
NASPO ValuePoint or NVLPT (f/k/a WSCA)
Contract for Services #1907

22% NVLPT Discount Offer

NVLPT Nationwide for Government Share Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government Share	0 Minutes	100 Minutes	200 Minutes
Monthly Access Fee	**$15.99**[1] (86137)	**$23.98** (80006)	**$27.29** (73736)
Monthly Anytime Voice Minutes	0	100	200
Unlimited Domestic Push To Talk	Not Available	$2.00 (76785/81129 Smart phone/76142 Basic Phone)	
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	Included		
Data Sent or Received	$1.99/ MB or per data package[2]		
Domestic Text, Picture and Video Messages	**100 Included** (76678) Overage per message: Text $0.02/ Outgoing Text $0.10 / Pic & Video $0.25 **Unlimited** (75439) **$12.00 per line**		

Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]The $15.99 zero access plan can only be 50% of an accounts total share lines. [2]Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

NVLPT Nationwide for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	~~$35.88~~ **$27.98** (74538)	~~$52.56~~ **$40.99** (74540)	~~$67.94~~ **$52.99** (74542)
Monthly Access Fee (share)	~~$38.45~~ **$29.99** (74539)	~~$55.12~~ **$42.99** (74541)	~~$70.50~~ **$54.99** (74543)
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers)	Not Included	Included[1]	
Unlimited Domestic Push To Talk	$2.00 (76785/81129 Smart phone/76142 Basic Phone)		
Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	Included		
Data Sent or Received	$1.99/ MB or per data package[2]		
Domestic Text, Picture and Video Messages	**100 Included** (76678) Overage per message: Text $0.02/ Outgoing Text $0.10 / Pic & Video $0.25 **Unlimited** (75439) **$12.00 per line**		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Friends & Family eligibility varies on selected calling plan. [2]Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

NVLPT Nationwide for Business Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Nationwide for Business	450 Voice Minutes	900 Voice Minutes	Unlimited Voice Minutes
Monthly Access Fee (Talk)	~~$39.99~~ **$31.19** (73713)	~~$59.99~~ **$46.79** (73714)	~~$69.99~~ **$54.59** (83233)
Monthly Access Fee (Talk & Text)	~~$59.99~~ **$46.79** (73761)	~~$79.99~~ **$62.39** (73762)	~~$89.99~~ **$70.19** (83234)
Optional Monthly Share fee		~~$5.00~~ $3.90 per line	
Domestic Anytime Voice Minutes	450	900	Unlimited
Friends & Family (up to 10 numbers)	Included with share plan only	Included[1]	
Unlimited Push To Talk	$2.00 (76785/81129 Smart phone/76142 Basic Phone)		
Voice Overage Rate	$0.25 per minute		
National Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	Included		
Data Sent or Received	$1.99/ MB or per data package[2]		
Domestic Text, Picture and Video Messages	**100 Included** (76678) Overage per message: Text $0.02/ Outgoing Text $0.10 / Pic & Video $0.25 **Unlimited** (75439) **$12.00 per line**		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Friends & Family eligibility varies on selected calling plan. [2]Smartphones and Data Multimedia Phones require a data package. 4G service requires 4G Equipment and 4G coverage.

Verizon Plan - Talk, Text and Data: Government Subscribers

Select Device Type

Monthly Line Access Fee

Smartphones Purchased at Discounted Price (Matrix) (82824)	Smartphones Purchased at Full Retail Price or Customer Provided Equipment (82825**)	Basic Phones (82826)	Jetpacks/Netbooks/ Notebooks/ USBs (82832, 82833, 82834) and 4G LTE Routers - with voice only(82829) or Voice and Data (82830)	4G LTE Broadband Router- Data Only (82828)	Tablets (including Google Chromebook) (82831) / 4G LTE Internet device (Installed)[2] (82854)	Wireless Home Phone[1](82827)	Select Connected Devices[3] (82836, 82837, 82838)
$40.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$10.00 per device	$10.00 per device	$20.00 per device	$5.00 per device

Select Data Amount (Talk and Text are Unlimited)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access Fee	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage
$30.00[4] (94156)	Up to 10	1 GB (Small)	$15.00 per 1 GB
~~$45.00~~ $35.10 (94157)		3 GB (Medium)	
~~$60.00~~ $46.80 (94158)		6 GB (Large)	
~~$80.00~~ $62.40 (94159)		12 GB (XLarge)	
~~$120.00~~ $93.60 (94162)		20 GB	
~~$175.00~~ $136.50 (94163)		25 GB	
~~$225.00~~ $175.50 (94164)		30 GB	
~~$300.00~~ $234.00 (94165)		40 GB	
~~$375.00~~ $292.50 (94167)		50 GB	
~~$450.00~~ $351.00 (94168)		60 GB	
~~$600.00~~ $468.00 (94169)		80 GB	
~~$750.00~~ $585.00 (94170)		100 GB	

General Allowance Minutes	Unlimited
Domestic Long Distance	Included
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Good for Enterprise	$15.00 per line (77551)
BlackBerry Enterprise Server	$15.00 per line (77515)
Cloud Storage	5 GB per line (must be selected)
Unlimited Domestic Text and Multimedia Messages and International Text Messages	Included
Domestic Mobile Hotspot	Included

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. [1]Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. [2]LTE Internet (Installed) require Verizon Plans 10 GB or higher. [3]Only approved connected devices are eligible. [4]No additional discounts apply. Accounts with Data only devices must take the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Text Messages originating from Mexico are $0.50 per message sent (per recipient) and $0.05 per message received. Data allowances from Verizon Plans with not share with any non- Verizon Plans.

Sharing: Sharing is available only among Government Subscribers on Verizon Plans – Talk Text and Data for up to 10 lines on the same account. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Data allowances from Verizon plans will not share with any non-Verizon Plans.

**The $40.00 monthly line access for Smartphones will automatically change to $20.00 monthly line access once the line term is fulfilled. Proration may occur.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

Small Business Plan - Talk, Text and Data Plans: Government Subscribers

Select Device Type

Monthly Line Access Fee

Smartphones (77573)	Basic Phones (77572)	Jetpacks/Netbooks/ Notebooks/ USBs/ 4G LTE Router (77575) and 4G LTE Routers - with voice only(79390) or data only(79391)	4G LTE Routers (with voice and data bundle) (79388)	Tablets (including Google Chromebook) (77576)	Wireless Home Phone[1](77600)	Select Connected Devices[2] (78302, 81393, 81477)
$40.00 per device	$30.00 per device	$20.00 per device Jetpack, USB, Netbook/ Notebook, 4G LTE Router (77575, 79391)	$30.00 per device	$10.00 per device	$20.00 per device	$5.00 per device

Select Data Amount (Talk and Text are Unlimited)

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Lines (per billing account)	Shared Data Allowance	Domestic Data Overage
~~$175.00~~ $136.50 (93240)	11 to 25	25 GB	$15.00 per 1 GB
~~$225.00~~ $175.50 (87180)		30 GB	
~~$300.00~~ $234.00 (87181)		40 GB	
~~$375.00~~ $292.50 (87182)		50 GB	
~~$450.00~~ $351.00 (90427)	Up to 50	60 GB	
~~$600.00~~ $468.00 (90428)		80 GB	
~~$750.00~~ $585.00 (90426)		100 GB	
~~$1,125.00~~ $877.50 (91519)	Up to 100	150 GB	
~~$1,500.00~~ $1,170.00 (91518)		200 GB	
General Allowance Minutes	Unlimited		
Domestic Long Distance	Included		
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)		
Good for Enterprise	$15.00 per line (77551)		
BlackBerry Enterprise Server	$15.00 per line (77515)		
Cloud Storage	25 GB per line (must be selected)		
Unlimited Domestic Text and Multimedia Messages and International Text Messages	Included		
Domestic Mobile Hotspot	Included		

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. [1]Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. [2]Only approved connected devices are eligible. Accounts with Data only devices must take the data only plans. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico. Prevailing rates apply to all other messages. Text Messages originating from Mexico are $0.50 per message sent (per recipient) and $0.05 per message received.

Sharing: Customers subscribing to Small Business Plans will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers on these Small Business Plans – Talk Text and Data with 11 or more lines on the same account. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Data allowances from Small Business plans will not share with any non- Small Business Plans. **Promotions may be available for Monthly Line and Account Access Fees.** Please contact your Government Account Manager.

Verizon Plans: Data Only: Government Subscribers

Select Device Type

Monthly Line Access Fee

Jetpacks (77555)	USBs (77555)	Netbooks/ Notebooks, LTE Internet (77555, 78045)	4G LTE Routers with data only (77555)	Verizon 4G LTE Broadband Routers with voice data only (79392)	Tablets (including ~~Google Chromebook~~) (77567)	Connected Devices (78303)
$20.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$10.00 per device	$5.00 per device

Select Data Amount

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Devices (per billing account)	Shared Data Allowance	Domestic Data Overage
$20.00[1] (90525) Tablet & Connected Devices only	Up to 10	2GB	$15.00 per 1 GB
$30.00[1] (86504)		4 GB	
~~$40.00~~ $31.20 (86505)		6 GB	
~~$50.00~~ $39.00 (86506)		8 GB	
~~$60.00~~ $46.80 (86507)		10 GB	
~~$70.00~~ $54.60 (86508)		12 GB	
~~$80.00~~ $62.40 (86509)		14 GB	
~~$90.00~~ $70.20 (86510)		16 GB	
~~$100.00~~ $78.00 (86511)		18 GB	
~~$110.00~~ $85.80 (86512)		20 GB	
~~$185.00~~ $144.30 (86513)		30 GB	
~~$260.00~~ $202.80 (87271)		40 GB	
~~$335.00~~ $261.30 (87272)		50 GB	
~~$410.00~~ $319.80 (90910)		60 GB	
~~$560.00~~ $436.80 (90911)		80 GB	
~~$710.00~~ $553.80 (90912)		100 GB	
National Access Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)		
Domestic Text Messaging	Unlimited (device dependent)		
Good for Enterprise	$15.00 per line (77551)		
BlackBerry Enterprise Server	$15.00 per line (77515)		
Cloud Storage	5 GB per line (must be selected)		

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. Verizon Plans data-only plans are not available for accounts with Smartphones or basic phones. [1]No additional discounts apply. LTE Internet (installed) devices require a data package of 10 GB or higher. Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Open Development approved devices cannot be activated on Verizon Plans plans. **Sharing:** Customers subscribing to Verizon Plans - Data Only - will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers to these Verizon Plans - Data Only on the same account. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Text, Picture and Video messages are not eligible for sharing. Data allowances from Verizon Plans will not share with any non- Verizon Plans.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

Small Business Plan: Data Only: Government Subscribers

Select Device Type

Monthly Line Access Fee

Jetpacks (77555)	USBs (77555)	Netbooks/ Notebooks, LTE Internet (77555, 78045)	4G LTE Broadband Router (77555)	Verizon 4G LTE Broadband (79392)	Tablets (including Google Chromebook) (77567)	Connected Devices (78303)
$20.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$20.00 per device	$10.00 per device	$5.00 per device

Select Data Amount

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Monthly Account Access	Maximum Number of Devices (per billing account)	Shared Data Allowance	Domestic Data Overage
~~$185.00~~ $144.30 (87184)	11-25	30 GB	$15.00 per 1 GB
~~$260.00~~ $202.80 (87185)		40 GB	
~~$335.00~~ $261.30 (87186)		50 GB	
~~$410.00~~ $319.80 (90430)	Up to 50	60 GB	
~~$560.00~~ $436.80 (90431)		80 GB	
~~$710.00~~ $553.80 (90429)		100 GB	
~~$1,025.00~~ $799.50 (91521)	Up to 100	150 GB	
~~$1,400.00~~ $1,092.00 (91520)		200 GB	
National Access Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)		
Domestic Text Messaging	Unlimited (device dependent)		
Good for Enterprise	$15.00 per line (77551)		
BlackBerry Enterprise Server	$15.00 per line (77515)		
Cloud Storage	25 GB per line (must be selected)		

Notes: Data-only devices on these plans share in the data allowance but do not share the minutes or message allowance unless the device is capable. The Small Business for data-only devices is not available for accounts with Smartphones, basic phones or Connected Devices with Voice. Current coverage details can be found at www.verizonwireless.com. Access Fee discounts applied at the account level only.

Sharing: Sharing is available only among Government Subscribers to these Small Business Plans - Data Only. At the end of each bill cycle any unused data allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their GB allowance during the same monthly bill period. Text, Picture and Video messages are not eligible for sharing. Data allowances from Small Business plans will not share with any non- Small Business Plans.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

Verizon Basic Plan: Basic Device Talk Only

Up to ten (10) lines Only (per billing account)

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Basic Phones Only	
Monthly Device Access Fee	**$20.00 per device** (82839)
Monthly Account Access Fee	$5.00 (94171)
Domestic Anytime Voice Allowance Per Month	700 Minutes (shared)
Voice Per Minute Rate (after allowance)	$0.45
Unlimited Domestic Night & Weekend Minutes	Included
Unlimited Domestic Mobile to Mobile	Included
Domestic Long Distance	Included
Domestic Text and Multimedia Messages	Unlimited
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Data	$1.99 per MB
Cloud Storage	5 GB per line (must be selected)

Notes: Current coverage details can be found at www.verizonwireless.com. Not eligible for monthly access discounts.
Verizon Plans Talk-only plans are not available for accounts with Smartphones or data devices- Customers subscribing to Verizon Plans and non- Verizon Plans will be billed on separate billing accounts and invoices.
Sharing: Sharing is available only among Government Subscribers to this Verizon Plan Basic Phone Only. At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Calling plan changes may not take effect until the billing cycle following the change request. Each sharing Subscriber's unused allowances will pass to other sharing Subscribers that have exceeded their minute allowance during the same monthly bill period. Canada and Mexico minutes cannot be added to this plan. Domestic Data MBs, and Text, Picture and Video messages are not eligible for sharing. Voice allowances from Verizon Plans will not share with any non- Verizon Plans.

NVLPT Local Flat Rate Calling Plan

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

NVLPT Local Flat Rate Calling Plan	Government Subscribers Only
Monthly Access Fee	**$8.99** (Market specific)
Domestic Anytime Minutes	0
Per Minute Rate	$0.10
Domestic Long Distance	Included
National Access Roaming	$0.69
Domestic Data Sent or Received	$1.99 / MB or per data package[1]
1000 Domestic Night & Weekend Minutes OR 1000 Nationwide Mobile to Mobile	$5.00 additional monthly access fee per line (72062)

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]3G Smartphones and 3G Multimedia Phones require a data package.

Nationwide Flat Rate Calling Plans

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Flat Rate	Government Subscribers Only
Monthly Access Fee	**$11.99** (73809)
Monthly Anytime Voice Minutes	0
Domestic Voice Per Minute Rate	$0.25
Domestic Long Distance	Included
National Access Roaming	Included
Data Sent or Received	$1.99/ MB or per data package[1]

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Smartphones and Multimedia Phones require a data package.

Nationwide Push to Talk Calling Plan (non-share)

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Push to Talk (non-share)	Government Subscribers Only
Monthly Access Fee	**$19.99** (76443)
Monthly Anytime Voice Minutes[1]	0
One to One & Group Talk	Unlimited
Data Sent or Received	$1.99/ MB or per data package[2]

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. [1]Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged $0.25 per minute for non-Push to Talk voice calls. [2]Smartphones and Multimedia Phones require a data package.

Nationwide Push to Talk Calling Plan (Share)

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Nationwide Push to Talk (Share)	Government Subscribers Only
Monthly Access Fee	**$18.99**[1] (86265)
Monthly Anytime Voice Minutes	0
One to One & Group Talk	Unlimited
Domestic Voice Per Minute Rate	$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
National Access Roaming	Included
Domestic Text (SMS) and Multimedia (MMS) Messages	100 Included Overage: $0.20 (SMS) Text, $0.25 (MMS) sent/received
Data Sent or Received	$1.99/ MB or per data package[2]

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. [1]The $18.99 Push to Talk Plan can only be 50% of an accounts total share lines. [2]Smartphones and Data Multimedia Phones require a data package

NVLPT 3G/4G Nationwide Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Nationwide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	~~$61.53~~ **$47.99** (74510)	~~$78.19~~ **$60.99** (74512)	~~$93.58~~ **$72.99** (74514)
Monthly Access Fee (share)	~~$64.09~~ **$49.99** (74511)	~~$80.76~~ **$62.99** (74513)	~~$96.16~~ **$75.00** (74515)
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers)	Included[1]		
Unlimited Domestic Push To Talk	$2.00 (76785/81129 Smart phone/76142 Basic Phone)		
Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	Included		
Domestic Data Allowance	Unlimited		
Unlimited Hotspot/Tethering	$10.00 per line (73702 3G) (76445 4G)		
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited		
Add-a-Line	$35.99 per line[2] (86140)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Friends & Family eligibility varies on selected calling plan. [2]The $35.99 Add-a-Line plan can only be 50% of an accounts total share lines.

NVLPT Smartphone Calling Plans for Government Subscribers	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.	
Monthly Access Fee	**$35.99** (86139)
Domestic MB Allowance	Unlimited
Domestic Voice Per Minute Rate[1]	$0.12
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Night & Weekend Minutes	Unlimited
Domestic Text (SMS) and Multimedia (MMS) Messages	Unlimited
Domestic Long Distance[2]	Included
National-Access Roaming	$0.002 per Kilobyte
Notes: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), Smartphone and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. [1]Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. [2]Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States.	

Zipit Now Messaging Solution*	
The calling plan below reflects the monthly access fee discount. No additional discounts apply.	
Please note a separate agreement must be negotiated and executed between the Customer and Zipit Wireless for the services* it will provide.	
Monthly Access Fee	**$15.00**
Optional Feature Access Fee	N/A
Domestic MB Allowance	35 MB
Overage Rate Per KB	$0.005 / KB
National-Access Roaming	N/A
Home Airtime/Min. Rate	N/A
Domestic Text Messages	Standard Rate
Domestic Long Distance[1]	Included
NOTE: Current coverage details can be found at www.verizonwireless.com. Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. [1]Roaming, toll, and long distance charges may apply when messaging outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance. *Please note installation, maintenance, warranty, customer service, billing, and pricing of Zipit equipment are provided separately, directly through Zipit Wireless.	

Flexible Business Plans For Basic & Smartphones

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Basic Phones*	Smartphones[1]				
Monthly Access Fee	~~$35.00~~ $27.30 (92731)	~~$65.00~~ $50.70 (92732)	~~$75.00~~ $58.50 (92736)	~~$85.00~~ $66.30 (92737)	~~$95.00~~ $74.10 (92738)	~~$105.00~~ $81.90 (92740)
Shared Data Allowance	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage	$10.00 per GB					
Mobile Hotspot[2]	Included					
Monthly Anytime Minutes	Unlimited					
Messaging Allowance[3]	Unlimited Domestic and International Messaging					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. No Domestic Roaming or Long Distance Charges. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

* Basic phones may only be added to an account with at least 1 Smartphone (bill account level).

1. Access to corporate email using BlackBerry Enterprise Server (BES) is available for an additional $15.00 per line.
2. Mobile Hotspot is available on all capable devices and allows you to use your device and share data allowance with multiple Wi-Fi enabled devices.
3. Unlimited Messaging from within the United States to anywhere in the world where messaging services are available.

Data Sharing: Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	$5.00 (92739)	$10.00 (92741)	~~$35.00~~ $27.30 (92742)	~~$45.00~~ $35.10 (92744)	~~$55.00~~ $42.90 (92745)	~~$65.00~~ $50.70 (92746)	~~$75.00~~ $58.50 (92747)
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Flexible Business Plans For Data Devices - Connected Device / Internet with Voice

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Device*	Broadband Router				
Monthly Access Fee	$5.00 (94532)	~~$65.00~~ $50.70 (94495)	~~$75.00~~ $58.50 (94496)	~~$85.00~~ $66.30 (94497)	~~$95.00~~ $74.10 (94500)	~~$105.00~~ $81.90 (94504)
Shared Data Allowance	1 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB					

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic & Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

Mobile Broadband Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	**1 MB** (87660/87640)	**5 MB** (87661/87641)	**25 MB** (87662/87642)	**50 MB** (87663/87643)	**150MB** (87664/87644)
Monthly Access Fee	**$5.00**	**$7.00**	**$10.00**	**$15.00**	**$18.00**
Overage Rate Per Megabyte	$1.00				
National Access Roaming	$0.002 per Kilobyte(Canada)/$0.005 per Kilobyte (Mexico)				

Mobile Broadband Machine to Machine (M2M) Share Group 2 Plans - High Usage

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	**250 MB** (87665/87645)	**1 GB** (87668/87646)	**5 GB** (87671/87647)	**10 GB** (87673/87648)
Monthly Access Fee	**$20.00**	**$25.00**	~~**$50.00**~~ **$39.00**	~~**$80.00**~~ **$62.40**
Overage Rate Per Megabyte	$0.015			
National Access Roaming	$0.002 per Kilobyte(Canada)/$0.005 per Kilobyte (Mexico)			

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Customer may select either the Account Share or Multi-Account Share option on the Mobile broadband Machine-to-Machine (M2M) Share Plans.

Public Sector Mobile Broadband Machine to Machine (M2M) Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	**$39.99** (90233)	**$59.99** (90234)	**$99.99** (90235)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		
NationalAccess Roaming	$0.002 per Kilobyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other.

Data Packages for Feature Phones and Smartphones

The Data Packages are eligible for monthly access fee discounts and promotions, when available[1]

Monthly Access Per Line when added to an eligible voice plan	Data Allowance	Rate After Allowance	Optional Business Email Feature Compatible with server based email solutions
N/A	-0-	$1.99 per MB	N/A
$10.00 (3G 73702) (4G 76445)	75 MB	$10.00 per each additional 75 MB of usage	N/A
~~**$30.00**~~ **$23.40[2]** (Smartphone 76375) (Basic 76381)	2 GB[2]	$10.00 per each additional GB of usage	$15.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. NationalAccess Roaming will be charged at $0.002 per KB (Canada) and $0.005 per KB (Mexico). [1]The $30.00/2GB data package is eligible for a monthly access fee discounts when combined with select Business calling plans. [2]Smartphone Subscribers require a data package with a minimum allowance of 2GB. Personal Email Feature is included with all data packages contained herein.

Mobile Broadband Data Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Pricing for Tablets, Netbooks, 4G LTE Modems, 3G & 4G LTE Dedicated Mobile Hotspots		
Monthly Access Fee	**$30.00**[1] (85320/85322)	**$39.99** (84357)
Domestic Monthly Data Allowance	2GB	Unlimited
Per GB Rate After Allowance	$10.00 per each additional GB of usage	
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)	
Domestic Per Minute Rate[2]	$0.25 per minute	
Domestic Long Distance	Included	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. 4G and 3G Mobile Broadband coverage details can be found at www.verizonwireless.com. 4G service requires 4G equipment and 4G coverage. [1]The $30.00 2GB plan is not available with 4G LTE modems (USB and embedded Notebooks, and is not available with 3G and 4G LTE Dedicated Mobile Hotspots. [2]Per Minute Rate applies to voice calls and other non-NationalAccess data usage in the United States.

Public Sector Mobile Broadband Share Plans: Government Subscribers Only

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes	10 Gigabytes	20 Gigabytes
Monthly Access Fee	**$39.99** (90239)	**$59.99** (90240)	**$99.99** (90241)
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		
NationalAccess Roaming	$0.002 per Kilobyte		

Note: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing:** At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other.

NVLPT Nationwide International Email for Government Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

NVLPT Natiowide for Government	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Monthly Access Fee (non-share)	~~$84.14~~ **$65.63** (74524/ 86740)	~~$99.99~~ **$77.99** (74526/86742)	~~$114.62~~ **$89.40** (74528/ 86744)
Monthly Access Fee (share)	~~$86.57~~ **$67.52** (74525/ 86741)	~~$102.43~~ **$79.89** (74527/ 86743)	~~$117.06~~ **$91.30** (74529/ 86745)
Monthly Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers)	Included[1]		
Unlimited Domestic Push To Talk	$2.00 (76785/81129 Smartphone/76142 Basic Phone)		
Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
National Access Roaming	$0.002 per Kilobyte		
International Email Allowance	Unlimited		
Domestic Messaging	Unlimited		

Notes: Current coverage details can be found at www.verizonwireless.com. The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. [1]Friends & Family eligibility varies on selected calling plan.

International Options: Mexico and Canada

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Data/Talk/Messaging			
Monthly Access Fee Per Line	**[1]Data Allowance**	**Voice Allowance**	**[3]Messaging Allowance**
$15.00 (82063)	100 MB	100 Minutes	100 sent; unlimited incoming
~~$30.00~~ $23.40 (82094)	250 MB	250 minutes	250 sent; unlimited incoming
Overage Rate After Allowance[2]	$10/100 MB	$0.10/minute	$0.10/Sent Message
Data Only			
$10.00 (82073)	100 MB	Pay Go	Pay Go
$20.00 (82064)	250 MB	Pay Go	Pay Go
Overage Rate After Allowance[2]	$10/100 MB	N/A	N/A

Notes: Current coverage details and additional information can be found at www.verizonwireless.com. [1]The data allowance applies in Canada and Mexico only, where coverage is available. Data roaming is limited to US, Canada, Mexico and Puerto Rico. Customer must subscribe to a domestic Mobile Hotspot plan to use the service Internationally. All data usage, including Mobile Broadband Connect and dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Verizon Wireless reserves the right to terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States. Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International. These plans are not eligible for discounts on month to month activations.

International Options: 140+ Countries

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

Data/Talk/Messaging			
Monthly Access Fee Per Line	**[1]Data Allowance**	**Voice Allowance**	**[3]Messaging Allowance**
~~$40.00~~ $31.20 (82062)	100 MB	100 Minutes	100 sent; unlimited incoming
~~$85.00~~ $66.30 (82060)	250 MB	250 minutes	250 sent; unlimited incoming
Overage Rate After Allowance[2]	$25/100 MB International Options Countries	$0.25/minute	$0.25/Sent Message
Data Only			
~~$25.00~~ $19.50 (77304)	100 MB	Pay Go	Pay Go
~~$50.00~~ $39.00 (82053)	250 MB	Pay Go	Pay Go
Overage Rate After Allowance[2]	$25/100 MB	N/A	N/A

Notes: Current coverage details, a list of International Data Plan countries and additional information can be found at www.verizonwireless.com. [1]The data allowance applies in over 140 countries, where coverage is available. Customer must subscribe to a domestic Mobile Hotspot plan to use the service Internationally. All data usage, including Mobile Broadband Connect and dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and a International capable device. [2]The overage rate is not eligible for discounts. [3]Multimedia messages (MMS) are included in the text allowance, but incur data transport charges (deducts from the International data allowance). Verizon Wireless reserves the right to terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States. Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at www.verizonwireless.com/International. These plans are not eligible for discounts on month to month activations.

Global Data Optional Features

The Data Packages are eligible for monthly access fee discounts and promotions, when available.

Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB

Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/International. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

Global Voice[1]	
No additional discounts apply.	
Canada	$0.99/min
Mexico	$0.99/min
Caribbean and Europe	As low as $1.29/min
Standard Rates for Other Countries	As low as $1.29/min
~~Global International Value Plan Rates~~	~~As low as $0.99/min~~
Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.	

Global Messaging[1]	
No additional discounts apply.	
Global Text Messaging	
Canada	$0.20 per recipient per message sent and $0.20 per message received, or according to your Domestic Messaging Plan
Other Countries	$0.50 per recipient per message sent and $0.05 per message received
Global Picture and Video Messaging	
Canada, Mexico and Puerto Rico	$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.
Other Countries	$0.50 per recipient to send, $0.25 per message to receive plus global data roaming charges. Visit verizonwireless.com/internationalmms for supported countries.
Notes: Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.	

Pay Per Use Data Roaming[1]	
No additional discounts apply.	
Monthly Data Allowance	N/A
Monthly Access Fee	N/A
Rate After Allowance (Canada)	$0.002/KB ($2.05/MB)
Rate After Allowance (Mexico,	$0.005/KB ($5.12/MB)
Rate After Allowance (Other Available Countries)	$0.02/KB ($20.48/MB)
Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/International. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]4G devices require Pay Per Use subscription to roam outside of the U.S. and Canada. International Eligibility is required to roam in many countries.	

International Voice Value Plans[1]	
No additional discounts apply.	
Monthly Account Access Fee	$5.00 (80167)
International Value Plan Rates	As low as $0.99/min
Notes: Current coverage details and list of Other Available Countries can be found at http://www.verizonwireless.com/landingpages/international/. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [1]Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.	

Networkfleet Service Options for NVLPT

The Service Options below have been discounted. No additional discounts apply.

Service Options	Purchase Cost
5200-GPS Only	$17.00
5500-Diagnostics + GPS	$19.00
AssetGuard BX Non-Powered Asset Tracking	$13.00
Connect	$2.95
CUR 1 Minute	$4.00
CUR 45 Seconds	$6.00
CUR 30 Seconds	$8.00
CUR 15 Seconds	$12.00
Satellite	$34.95
Data Services	$0.00

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice. Additional terms & conditions apply to Networkfleet Service that are subject to review by end user government agencies.

Networkfleet Device/Hardware Options for NVLPT

The Devices/Hardware Options below have been discounted. No additional discounts apply.

Device Hardware Options	Purchase Cost
5200-GPS Only	$85.00
5500-Diagnostics + GPS	$85.00
AssetGuard BX Non-Powered Asset Tracking	$150.00

Notes: Only one Hardware tier and one Service tier per Customer Account. Must be on a 12 month service agreement. Applicable taxes are not included in the above pricing. Any applicable taxes will be applied to the billing invoice.

Item Number	Accessory	Price
PARTS030	Reinstallation Kit	$3.00
PARTS031	Tamper Resistant Zip Ties (100 per pack)	$50.00
PARTS032	Combination Antenna A (standard)	$30.00
PARTS037	AT-1400 Replacement Battery	$45.00
PARTS039	AT-1400 Bracket	$20.00
PARTS040	Window-Mount GPS Antenna Module (5500/5200)	$35.00
PARTS041	Sensor Input Harness (5500/5200)	$10.00
PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	$20.00
PARTS043	6-pin Heavy Duty Harness (5500/5200)	$35.00
PARTS044	9-pin Heavy Duty Harness with Square Flange (5500/5200)	$35.00
PARTS045	9-pin Heavy Duty Harness with "D" Mount (5500/5200)	$35.00
PARTS069	OBD Harness Extension	$10.00
PARTS070	16-Pin Heavy Duty Harness	$35.00
PARTS046	Universal Harness (5200)	$10.00
PARTS047	Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	$35.00
PARTS049	Alternate Power Adaptor	$20.00
PARTS053	Garmin FMI 45 Cable with Traffic for Connect	$145.95
PARTS054	Garmin FMI Modified Cable	$55.00
PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	$74.95
A-PEM001	PEM Port Expansion Module	$140.00
PARTS059	Quick Install Harness	$10.00
A-SAT001	Satellite Modem	$550.00
PARTSS063	Satellite Antenna	$50.00
PARTSS064	Satellite Harness	$50.00
KIT-SAT	Satellite Kit (includes one modem, antenna & harness)	$650.00
PARTS065	Asset Guard BX Replacement Batter (1)	$75.00
PARTS066	Asset Guard BX Magnet Mount Kit (set of 4) *See Note	$75.00
PARTS062	Driver ID Reader Adapter	$30.00
PARTS060	Driver ID Reader	$15.00

Verizon Wireless offers this pricing utilizing the terms and conditions of the NASPO ValuePoint (NVLPT) Contract #1907, Addenda and Attachments can be found on www.naspovaluepoint.org site for your consideration and review. Your State may also have a NVLPT Participating Addendum which may be available on your State website. Alternatively, you may contact your local Verizon Government Sales representative for additional information. v.111115 (22%)

PARTS061	Driver ID Key	$3.50
PARTS087	Audible Driver ID Alert	$15.00
PARTS071	Bluetooth Extension	$0.00
Notes: * Asset Guard BX Magnet Mount Kit includes CalAmp 133561 hardware and lanyard & CalAmp 1M101-MNC25 magnets (set of 4).		

Item Number	Installation Type	Pricing (per unit)	Notes
I-INSTALL-UNIT	Base Installation – Plug/Play or 3 Wire	$65.00	Base Installation includes 1 Device and 1 Harness
D-INSTALL-UNIT	Limited Lifetime Base Installation	$2.00	Monthly Service Fee
I-INSTALL-FMI	Add-On to Base Installation (Garmin)	$35.00	
I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	$65.00	Sensor Install is $65 PER SENSOR
I-INSTALL-AG	Add-On to Base Installation (AssetGuard BX)	$65.00	
I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	$35.00	
I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	$35.00	
I-INSTALL-SAT	Add-On to Base Installation (Satellite)	$35.00	
I-INSTALL-DID	Add-On to Base Installation (Driver ID)	$35.00	
I-INSTALL –BTE	Add-On to Base Installation (Bluetooth)	$35.00	
D-INSTALL-BTE	Limited Lifetime Add-On to Base Installation (Bluetooth)	$1.00	Monthly Service Fee
D-INSTALL-FMI	Limited Lifetime Add-On to Base Installation (Garmin)	$1.00	Monthly Service Fee
D-INSTALL-SENSOR	Limited Lifetime Add-On to Base Installation (Sensor)	$1.00	
D-INSTALL-AG	Limited Lifetime Add-On to Base Installation (AssetGuard BX/PW)	$2.00	
D-INSTALL-PMC	Limited Lifetime Add-On to Base Installation (Pelican Micro Case)	$1.00	Monthly Service Fee
D-INSTALL-PEM	Limited Lifetime Add-On to Base Installation (Port Expansion Module)	$1.00	Monthly Service Fee
D-INSTALL-SAT	Limited Lifetime Add-On to Base Installation (Satellite)	$1.00	Monthly Service Fee
D-INSTALL-DID	Limited Lifetime Add-On to Base Installation (Driver ID)	$1.00	Monthly Service Fee
I-SWAP-UNIT	Device Swap	$65.00	
I-TRANSFER-UNIT	Device Transfer	$65.00	
I-REMOVAL-UNIT	Removal	$65.00	Removal of device.
I-NOSHOW	No Show	$75.00	Applies per trip if the installer makes the trip and the designated vehicle is not available so the unit cannot be installed.
I-TROUBLESHOOT-UNIT	Troubleshoot; Mileage	$65.00	Per Trip
TRAINING-HALF	½ Day Installation Training	$150.00	
TRAINING-FULL	Full Day Installation Training	$300.00	

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with the Talk & Text Plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. The Push to Talk feature can be added to plans with a monthly access fee of $34.99 or higher.

For optimal Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receives EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and plan/feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

International Eligibility: International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your SIM Card. **See verizonwireless.com/International for details.**

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and

destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the SEND or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders,""cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies

using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 5 GB in a given month, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. In other available countries, usage will be billed at a rate of $0.02/KB or $20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Manager℠ and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Multi-Account Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge
Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. As of October 1, 2015, the basic FUSC rate is 16.7% and changes quarterly. The FUSC rate for bundled minute plans is 4.14% if the customer does not exceed the included number of minutes. The 16.7% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge
The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC.
- Costs assessed by the FCC to administer local number portability requirements.
-

This charge is subject to change over time upon notice and is taxable in most jurisdictions. The Regulatory Charge is $0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and $0.21 per line for all other services.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

E-rate Proposal for SAN YSIDRO SCHOOL DISTRICT

February 15, 2016

To: **J Arturo Sanchez-Macias**
Chief Operating Officer
SAN YSIDRO SCHOOL DISTRICT
4350 OTAY MESA RD.
SAN YSIDRO, CA 92173

From: **Patrick O'Connor, AT&T Contractor / E-Rate**
77 Water St., Rm 24B09
New York, NY 10005
Office: 212 387 4170
Email: Patrick.oconnor@att.com

Introduction

In response to SAN YSIDRO SCHOOL DISTRICT's Form 470 bid # 160016749, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-rate funding. The solution includes the following components:

- Wireless services are a set of mobile solutions—devices, applications, and plans— that help you boost productivity, streamline operations, and improve responsiveness to your clients and colleagues. Wireless services enable organizations to be more mobile than ever—traveling to clients, working from remote locations, using mobile devices to communicate while on the go or to connect to corporate resources.

We recommend the NASPO ValuePoint program and contract as the right solution for your needs. AT&T's wireless contract with NASPO ValuePoint (formerly known as WSCA) provides aggressive contract-guaranteed discounts that have been pre-negotiated to save taxpayer dollars and streamline procurement.

We use this contract to provide wireless service and products because it enables us to offer rates, terms, and conditions that are far more robust than those we could offer through individual procurement efforts. You can find more information at the AT&T NASPO ValuePoint website: http://www.wireless.att.com/businesscenter/legal-contracts/wsca.jsp

Features and Benefits

The solution gives you the following:

- Premier Online Portal—enables you to purchase, activate, monitor, and manage your company's wireless voice and data service via a web browser. AT&T Premier Enterprise Portal gives you 24x7 access to your wireless account, so you can more productively and efficiently manage your services.

- Our Wireless Network—is the nation's most reliable 4G LTE network with the most powerful LTE signal and fewest dropped calls. And, it covers 99% of Americans. We're using the latest network design techniques, moving from hardware to software, to make our network faster, simpler, and more scalable.
- Our devices—include more smartphone choices than any other U.S. carrier and a wide selection of tablets, netbooks, e-readers, and Network-Ready Devices using Android™, Apple® iOS, BlackBerry®, and Windows Phone. Additionally, LaptopConnect can wirelessly connect your laptop to the Internet at broadband speeds. For more information on the devices we offer, visit www.wireless.att.com/businesscenter/phones-devices/
- Our applications—help you increase productivity in almost any department across your organization. With the right integration strategy and delivery model, you can streamline mobile application development and deployment. We offer full mobile application development and lifecycle expertise, including application management and hosting to meet dynamic needs. We have experience in delivering enterprise-grade mobile applications to some of the world's leading organizations.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- E-rate Experience—AT&T has participated in the E-rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-rate program, go to www.att.com/erate and download the E-rate brochure.
- Service and Support—We offer you easy access to assistance, whether through online tools or by phone. You also get support and guidance from highly trained staff with years of networking experience. Our account teams, who work closely with you, are dedicated to the education industry and are well versed in the issues and challenges that today's educators face.
- Performance—You expect communication services that work, and we can deliver. We've made substantial investments each year to improve our technology infrastructure so that we can provide superior performance.

- Complete Solutions—AT&T offers a wide range of solutions. We can work with a variety of products and technologies and can assess your needs to recommend potential solutions.
- Community Focus—At AT&T, we're proud of our strong record of corporate citizenship. Annually, we contribute millions of dollars through corporate, foundation, and employee giving to support education and community programs.

Expert Support

We support you through our world-class customer-care operation that's conveniently accessible to you via

- Personal Relationships
  - Account management—sales, care, and support teams trained to work with organizations like yours
  - Stewardship—a process in which we periodically review your wireless accounts and recommend strategies to maximize your benefits
- Technical Specialists
  - Technical Support—available 24x7 to help you with your wireless voice and data services
  - Mobility application consultants—specialists who evaluate mobility applications
- AT&T Premier Enterprise Portal
  - Customizable, self-service site—available on the web 24x7 with secure access: https://www.wireless.att.com/business/
  - Online account management tools—make billing, reporting, and ordering fast and easy
  - Customer support—includes Click-to-Chat, help topics and tutorials, and phone

Solution Pricing

Cost Allocation

USAC-SLD rules may require bundled mobility voice and data plans to cost allocate the data portion of any bundled plans that are part of an E-rate application. AT&T provides applicants the following estimated allocation factors when allocation is required. The following are estimates, but may vary for each customer based on the particular situation, including applications, custom calling features, eligible users, and eligible locations.

Mobility Voice and Data Plans	Eligibility %*
Voice Only Plans	89%
Pooled Voice/Unlimited Data-SMS Bundle GOVP 300	46%
Pooled Voice/Unlimited Data-SMS Bundle GOVP 400	48%
Pooled Voice/Unlimited Data-SMS Bundle GOVP 500	53%
Pooled Voice/Unlimited Data-SMS Bundle GOVP 600	57%
Pooled Voice/Unlimited Data-SMS Bundle GOVP 1000	64%
1 GB Mobile Select	42%
3 GB Mobile Select	36%
5 GB Mobile Select	31%
7 GB Mobile Select	28%
10 GB Mobile Select	24%
Feature Phone Mobile Select	83%
Other Mobility Voice/Data Plans	49%

*Please note that the responsibility for verifying and certifying the information on the E-rate application is with the applicant prior to submission. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the applicant's E-rate application. AT&T isn't responsible for the outcome of the SLD's decision on these matters.

Pricing for Wireless services is based on the following term: co-terminus with existing state contract

Note: MRC = monthly recurring charge

Mobility CRU Voice & Data (E-Rate) (Month-to-Month Term)

Item	Description	Qty. New	Unit MRC	Total MRC
Mobility CRU Voice Plans	Shared Data, Unlimited Talk & Unlimited Text - Smartphone	55	$ 35.00	$ 1,925.00
Mobility CRU Data Plans	150 GB Shared Data with Unlimited Talk & Unlimited Includes unlimited talk & text to Mexico & Canada	1	$843.75	$843.75
Total	Max # of users on 150 GB plan: 100			$ 2,768.75

*To locate our current wireless device line up, follow this link:
http://www.wireless.att.com/businesscenter/phones-devices
Once you have selected AT&T as your provider, you will be able to log in and purchase equipment from this site.

Product	Service Provider Identification Number (SPIN)
Wireless services	143025240

Important Information

Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of 90 days from the date written on the proposal cover page or until the E-rate filing window closes for the upcoming E-rate Funding year, whichever occurs later, unless rescinded or extended in writing by AT&T. **Terms and Conditions**—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. **Copyright Notice and Statement of Confidentiality**—© 2015 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T

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Category One - Voice - Version 16.1												
		Identify the Monthly Costs					Identify the One-time Costs					
Function	Type of Connection	Monthly Recurring Unit Costs	Monthly Recurring Unit Ineligible Costs	Estimated Monthly Recurring Unit Eligible Costs	Monthly Quantity	Estimated Total Monthly Eligible Recurring Costs	One-time Unit Costs	One-time Unit Ineligible Costs	Estimated One-time Unit Eligible Costs	One-time Quantity	Estimated Total Eligible One-time Costs
Voice	Cellular Voice including Data and/or Text Messaging	$2,768.75	$1,412.06	$1,356.69	1	$1,356.69					

.6.1 Disclaimer

Product Eligibility - Item 21 Disclaimer

~~The identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispo~~
other services in this Item 21 assistance template will be deemed eligible for such funding. Any conclusions regardin
must be based on several factors relative to the proposed services and equipment purchased. Such factors will include
configuration of the network, the specific products and services provisioned to operate the network, the type of Custor
eligible educational purposes. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specifi
he Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usa
eligible products and services, as well as conditionally eligible and ineligible services.
AT&T reminds our customers who are purchasing from State Contracts or other Master Buying Agreements negotiated
erms and conditions required under that contract. The responsibility for verifying and certifying the information on the
o submission. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a rev
AT&T is not responsible for the outcome of the SLD's decision on these matters.

Tax - Surcharge Disclaimer

AT&T determines the taxes and surcharges that appear on your bill according to the services that you've purchased. Taxes and Surchar
our geographic location, and we follow all jurisdictional tax laws. We may also apply fees to certain services. For example, the Feder
FUSF), Administrative Expense Fee (AEF), Property Tax Allotment (PTA), and Federal Regulatory Fee (FRF) apply to all regulated, inter
illed services. For further information, please go to: http://www.corp.att.com/ebcc/tours/understand_bill_surcharges_taxes_glossar

Mobility / VOIP Phone-Handset Disclaimer

Any required cost allocations are the responsibility of E-rate Applicants. For additional information, please reference USAC /SLD websi
nd Cost Allocation Guidelines for Services @ http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/cost-allocations.as
or cost allocation purposes, the customer can determine the "Fair Market Value" of the Mobility / VOIP phones with no commitment b

Google @ www.google.com
Amazon @ www.Amazon.com
Or, the Manufacturer's web site.

In some cases where there is limited market information, AT&T may provide customers with an estimate of the fair market value based
However, we note that the responsibility for reporting the cost allocation on the Item 21 rests with the customer, not AT&T.
AT&T is not responsible for the outcome of those allocation decisions.

AT&T MOBILITY
NASPO ValuePoint (Formerly WSCA) ORDER FORM AGREEMENT

This agreement ("Agreement") is entered into by and between ("Participant" or "Customer" Name) and AT&T MOBILITY NATIONAL ACCOUNTS LLC ("Service Provider" or "AT&T").

Participant and Service Provider agree that Customer will order commercial mobile radio service, including wireless voice telecommunications service and/or wireless data telecommunications service ("Service") from Service Provider pursuant to the rates, terms and conditions of the Participating Addendum by and between Service Provider and **INSERT PARTICIPATING ADDENDUM STATE NAME** , INSERT PARTICIPATING STATE AGREEMENT NUMBER ("NASPO ValuePoint PA").

Participant agrees to complete and execute the E-Rate Rider Attachment, attached hereto and incorporated herein as Exhibit A, prior to submitting this Agreement to the Service Provider for acceptance.

The Parties agree that this agreement is intended to meet the E-Rate program obligations of memorializing a binding agreement in advance of the Participant's application for E-Rate funding. All representations on the Participant's application (Form 471) are solely the responsibility of the Participant. In the event this agreement or other representations made by the Participant are not in compliance with E-Rate rules and regulations, Participant shall Indemnify AT&T from any liability that may be imposed upon AT&T arising out of such misrepresentations. This indemnification provision supplements and is in addition to any indemnification obligations which may be set forth in the NASPO ValuePoint PA .

Participant further warrants and represents that (a) Participant is authorized to enter into this Agreement and to order Service pursuant to the NASPO ValuePoint PA ; and (b) this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Participant and accepted by the Service Provider.

[Insert Customer Name]	**Accepted by:** **AT&T MOBILITY NATIONAL ACCOUNTS, LLC**
Print Name: _____	Print Name:_____
By: _____	By:_____
Title: _____	Title: _____
Date: _____	Date:_____

E-RATE RIDER

ATTACHMENT TO INSERT TITLE OF DOCUMENT WITH DATE LAST SIGNED ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by List AT&T party from Agreement ("AT&T") and [Enter Customer Legal Name Here] ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.

2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.

4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

Customer Must Choose A or B

A.) ☐ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope; ***Customer desires that Services commence on or about July 1 unless a different date is inserted here INSERT DATE .*** Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. E-rate Funding Delay or Denial; CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS THAT ARE PROVIDED UNDER THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope; Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination; if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination

liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED **<Date of Original e-Rate Rider Attachment>**.

SO AGREED by the Parties' respective authorized signatories:

Insert E-Rate Billed Entity Number (BEN):

CUSTOMER LEGAL BUSINESS NAME	**List AT&T party from Agreement** ("AT&T")
Customer Signature:	*AT&T Signature:*
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT:
Ocean View Hills Schools
Neil Egasani, Principal

AGENDA ITEM: SAN DIEGO ZOO GLOBAL – WATERSHED PROGRAM AGREEMENT

BACKGROUND INFORMATION:
The Watershed Program aims to teach students how they can be heroes for wildlife and watersheds, both locally and globally. This program consists of an all-school assembly, 4th grade classroom visit and fieldtrip to the San Diego Zoo. Thoughout this three-part program students will: discover what a watershed is and how their daily actions affect the health of watersheds, be encouraged to become stewards of their local watershed, and participate in experiential activities and inquiry-based learning which challenges them to make observations and discover how simple actions have dramatic impacts on watersheds.

For the past years, the Zoological Society of San Diego dba San Diego Zoo Global has issued grants for district schools to participate in this program. In addition, they provide transportation reimbursements upto $1,200 to cover for fieldtrips that are a part of this program.

RECOMMENDATION:
Approve the agreement with the San Diego Zoo Global – Watershed Program for school year 2015-16.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** pgal

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2015-2016 Budget? ☐ Yes ☒ No

Requisition #

N/A	San Diego Zoo Global Grant	
(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 Diego Zoo Global
PURCHASE ORDER

SAN YSIDRO SCHOOL DISTRICT (947518)
4350 Otay Mesa Road
attn: Business Services Dept
San Ysidro, CA 92173
Attn: Patricia Caro
pcaro@sysd.k12.ca.us
Phone: +1 (619) 428-4476

PO NUMBER	**223245**
DATE	**09/14/2015**
PAYMENT TERMS	**Net 30**
SHIPPING TERMS	
CURRENCY	**USD**
CONTRACT	
CONTACT	**TODD RATTAN**
	trattan@sandiegozoo.org

Ship To
San Diego Zoo Global
3391 Richmond Street
San Diego, CA 92103
Attn: TODD RATTAN

Bill To
San Diego Zoo Global
PO Box 120551
San Diego, CA 92112-0551
Attn: Accounts Payable
accountspayable@sandiegozoo.org

Line	Description	Qty	Unit	Price	Total
1	Transportation Reimbursement for Watershed Program: San Ysidro 09/18/2015	4.0	Each	300.00	1,200.00
		4 Units			**1,200.00** USD

ZOOLOGICAL SOCIETY OF SAN DIEGO dba San Diego Zoo Global (SDZ Global)

PURCHASE ORDER TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** This purchase order ("PO") is a binding contract and constitutes the entire agreement between SDZ Global and SUPPLIER. Any additional or different provisions proposed by SUPPLIER are rejected unless agreed to in writing by SDZ Global.

2. **ACCEPTANCE**: SDZ Global reserves the right to inspect and either accept or reject goods or services that (i) contain any defect in materials, workmanship or design; (ii) fail to conform to the written specifications (the "Specifications") provided to SUPPLIER for the goods or services; or (iii) if the materials are subject to and do not comply with applicable federal or state consumer product safety laws or regulations (collectively referred to as "Defective Products"). SDZ Global may, at its option, (i) return Defective Products at SUPPLIER's expense for a full refund of purchase price; (ii) at SUPPLIER's cost, return Defective Products to SUPPLIER for repair or replacement within five (5) days of SUPPLIER's receipt of the returned Defective Products; or (iii) exercise any other rights the ZSSD may have at law or in equity. Defective Products that are returned to SDZ Global after repair o r replacement are subject to the same inspection and acceptance provisions. All goods or materials shall be new, unless otherwise specified in this PO. Neither SDZ Global's inspection nor failure to inspect shall relieve SUPPLIER of any obligations hereunder.

3. **PACKING AND SHIPPING**: All materials shall be suitably prepared for shipment so as to effect safe delivery without damage or loss. No charge will be allowed for packing, crating or cartage unless otherwise stated in the PO. Each container must be marked outside with the PO number and include a packing list inside showing PO number, part number and quantity. Allowed freight must be prepaid and added to invoice. Title or risk of loss or damage passes to SDZ Global upon receipt by SDZ Global.

4. **PAYMENT AND INVOICES**: Each invoice will be subject to verification by SDZ Global and deductions will be made for disputed items, if any. Payment is subject to adjustment for any shortage or rejection. Separate invoice must be issued for each shipment. Freight, sales tax and other charges must be shown as separate line items. Terms are Net 30 upon final acceptance, unless otherwise agreed to in writing. Submit invoices to **accountspayable@sandiegozoo.org**. If unable to provide invoice electronically, submit to: San Diego Zoo Global, Attn: Accounts Payable, P.O. Box 120551, San Diego, CA 92112-0551.

5. TERMINATION WITHOUT CAUSE: SDZ Global, in its sole discretion and without cause, may terminate this PO, in whole or in part, at any time without incurring liability to SUPPLIER for lost profits, or any other costs or damages, other than the (i) cost of goods purchased by SUPPLIER to fulfill SUPPLIER's order as evidenced by reasonable documentation; (ii) the proportionate value of the fee for services rendered and unpaid; and (iii) goods delivered and accepted by SDZ Global.

6. SPECIFICATIONS AND CHANGES: All items must comply with current Specifications. Should Specifications be revised, SUPPLIER, with SDZ Global's written consent, may substitute in accordance with the revised Specifications. SDZ Global may at any time, by written notice, and without notice to the sureties or assignees, make changes to this PO in one or more of the following: (i) drawings, designs, Specifications; (ii) method of shipping or packing; (iii) place of delivery; (iv) delivery schedule. Should any such change increase or decrease the cost or performance time, adjustment may be made.

SUPPLIER must request adjustments within thirty days of change. SUPPLIER shall proceed without delay in the performance of this order as changed.

7. WARRANTY: SUPPLIER warrants that all articles, materials, work and services provided hereunder (collectively "Work"), and the use of the Work as intended by SDZ Global or the transfer thereof by SDZ Global, will be (i) free from defects in material, design and workmanship; (ii) will conform to applicable Specifications, drawings, samples and descriptions; (iii) will vest in SDZ Global good and valid title clear of any liens, encumbrances, security interests, burdens and/or other claims; (iv) comply with all applicable laws and regulations; and (v) will not infringe upon any third party's intellectual property rights. The warranty period is one year from final acceptance by SDZ Global, during which SDZ Global may exercise its options under Paragraph 2 ("Acceptance").

8. INDEMNIFICATION: SUPPLIER agrees that it will indemnify, defend and hold harmless SDZ Global, its officers, employees, agents, subcontractors and guests from any claim, action or suit, loss, cost, damage, expense or liability due to property damage, personal injury or death, intellectual property infringement or failure to comply with any applicable law, executive order or regulation of whatsoever nature or kind arising out of, as a result of, or in connection with the provision of the Work, use of the Work as intended by SDZ Global, or transfer of the Work by SDZ Global, SUPPLIER, its employees, agents, or subcontractors. SDZ Global shall have the right to use legal representation of its own selection at its own expense. Further, in the event that an injunction should be granted in any way related to such Work, SUPPLIER shall additionally, at its expense, effect a substitution of satisfactory Work capable of avoiding such an injunctio n.

9. INSURANCE: Subject to higher limits as required by SDZ Global in the PO, SUPPLIER, its subcontractors and lower-tier subcontractors shall each provide and maintain during the period of performance insurance in the amounts and of the types specified on SDZ Global's Insurance Requirements document provided below. At all times, SUPPLIER will carry a minimum of $1,000,000 public liability/property damage insurance, $1,000,000 automotive, and worker's compensation insurance at the statutorily prescribed limits. When applicable, SUPPLIER shall maintain $500,000 minimum professional liability insurance. SDZ Global shall be named as additionally insured to SUPPLIER's primary policies and SUPPLIER shall provide the certificate, and all required endorsements, including a 30 day written notification of cancellation. If requested, **SUPPLIER** must present the certificate and all required endorsements when SUPPLIER drives onto the grounds of any SDZ Global facility. **SUPPLIER** must e-mail the certificate and all required endorsements to **insurance@sandiegozoo.org** prior to driving onto the grounds of any SDZ Global facility. If unable to provide the certificate electronically, submit to: San Diego Zoo Global, Attn: Risk Management, P.O. Box 120551, San Diego, CA 92112-0551.

10. PROPRIETY AND REPRODUCTION RIGHTS: SUPPLIER agrees that SDZ Global retains proprietary rights to the Work, including exclusive rights of reproduction or use of the subject matter of this PO, unless otherwise expressly agreed in writing by SDZ Global, in any situation where qualifying for, filling, or completing this PO requires SUPPLIER to: (A) use any depiction or variation of an exhibit or its insignia, animal or animal habitat, landscape, layout, skyline, sign, conveyance or physical structure associated with the SDZ Global, or any SDZ Global trademark, trade name, logo, design, publication or copyrightable subject matter; (B) use existing SDZ Global proprietary subject matter including biological, botanical, genetic or zoological research technique, procedure or information, zoo keeping apparatus, process, formula or procedure; or, (C) make a new invention, design, or work of authorship such as: a text or treatis e, photographic work, two or three dimensional artwork, musical composition or lyrics, audio or visual type, cassette, disc, database, or computer software (collectively referred to as an Innovation), whether or not such Innovation is patentable or subject to other governmental protective grant. SUPPLIER also agrees (i) to promptly make SDZ Global aware of any such Innovation, (ii) to limit disclosure of such Innovation solely to SDZ Global and (iii) to sign all paperwork to enable timely protection of such propriety rights of SDZ Global.

SDZ Global's name, trademarks and/or logos may not be used by SUPPLIER without SDZ Global's prior written approval and SUPPLIER will not, without SDZ Global's prior written approval refer to SDZ Global in any advertising, press release, client list or other promotional or marketing materials.

11. ASSIGNMENT: Neither this PO nor any interest under it shall be assigned by SUPPLIER without the prior written consent of SDZ Global, except that claims for monies due under this PO may be assigned to a bank, trust company, or other financing institution by SUPPLIER without such consent. SDZ Global shall be furnished with two signed copies of any such assignment. SDZ Global reserves the right to make direct settlement or adjustment in price with SUPPLIER under the terms of this PO, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to assignee.

12. CONFIDENTIALITY: SUPPLIER agrees to maintain as confidential any information disclosed to it by SDZ Global.

13. GOVERNING LAW/VENUE: This PO will be governed by the laws of the State of California, and exclusive venue for any actions brought under this PO will be San Diego County, California.

14. NOTICE: Any notice given under this PO shall be in writing and will be effective: (i) when delivered if delivered in person; (ii) three (3) days after deposit in US Mail to the address provided on the first page of this PO; or (iii) upon receipt of reply if by email.

15. INDEPENDENT CONTRACTOR: SUPPLIER agrees that all services or activities shall be performed as an independent contractor and that employees or subcontractors shall not be considered agents of, servants, or employees of SDZ Global.

16. LEGAL COMPLIANCE/GOVT REGULATIONS: SUPPLIER warrants that the goods sold and services rendered hereunder and every other activity connected therewith have been and will be produced, manufactured, delivered, supplied and performed in compliance with all applicable laws, ordinances, rules and regulations. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 41 CFR 60-250.5, 60-300.5(a) and 60-741.5 (a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, pro tected veteran status or disability. ZSSD is an Equal Opportunity Employer.** In the statement above, the term "contractor" refers to SDZ Global, and the term "subcontractor" refers to SUPPLIER.

T&C Rev 8.2015

INSURANCE REQUIREMENTS

Basic (for all vendors)

• General liability: minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate

Additional for consultants and professional services

• Professional liability: minimum limit of $500,000

Additional for vendors that come onto facility grounds (SD Zoo and Safari Park)

• Non-contractors -> General liability with Additional Insured-Vendors endorsement for CG 20 15 07 04

• Contractors -> General liability with both endorsements or the equivalent:

- CG 20 37 07 04 Additional insured – Owner, Lessees or Contractors-Completed Operations

- CG 20 10 07 04 Additional Insured – Owners, Lessees or Contractors-Scheduled Person or Organization (ongoing operations)

• Workers compensation for non-contractors and contractors: Statutory benefits and $1,000,000 limit for employers liability

Additional for vendors that bring vehicles onto facility grounds (SD Zoo and Safari Park)

• Automobile liability: minimum $1,000,000 limit per accident

Certificates of insurance:

• E-mail to: **Insurance@sandiegozoo.org** – Preferred method of receipt

• Issue to: ZOOLOGICAL SOCIEY OF SAN DIEGO

DBA SAN DIEGO ZOO GLOBAL

ATTN: RISK MANAGMENT

PO BOX 120551

SAN DIEGO, CA 92112-0551

• Endorsements must be included with the certificate-Additional Insured (see above), Primary and Non-Contributory and Waiver of Transfer of Rights of Recovery Against Others to Us

Effective August 2015

SAN DIEGO ZOO®

WATERSHED HEROES
TEACHER RESOURCES AND ACTIVITIES

Made possible by the Price Philanthropies Foundation

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INTRODUCTION

Watersheds are the ecosystems where we live, and the habitats, wildlife and waters within them. They are areas of land that water flows across or through, and that includes our homes, schools, and businesses. Here in San Diego, we have eleven watersheds in the county that drain toward the Pacific Ocean. The San Diego Zoo lies within the Pueblo Watershed, the smallest watershed in San Diego County. While it is the smallest, covering just over 36,000 acres, it is the most developed and densely populated watershed in the San Diego Bay area, which is why it is so vital for us to keep our watershed clean and healthy.

The Watershed Heroes Program aims to teach students how they can be heroes for wildlife and watersheds, both locally and globally. This program consists of an all-school assembly, 4th grade classroom visit, and 4th grade field trip to the San Diego Zoo. Throughout this three-part program students will: discover what a watershed is and how their daily actions affect the health of watersheds, be encouraged to become stewards of their local watershed, and participate in experiential activities and inquiry-based learning which challenges them to make observations and discover how simple actions have dramatic impacts on watersheds.

This curriculum is aligned to the Common Core State Standards and the Next Generation Science Standards. It is structured to support teachers in the classroom before, during, and after their completion of the Watershed Heroes Program. It can also be used as supplemental curriculum for those not involved in the program. These materials align with the standards referenced here:

NEXT GENERATION SCIENCE STANDARDS FOR CALIFORNIA PUBLIC SCHOOLS

Third through Fifth Grade Band

(Due to the overlap of Disciplinary Core Ideas and the progression of sophistication in student thinking, NGSS are listed for the Third through Fifth Grade Band.)

Students are expected to demonstrate grade-appropriate proficiency in developing and using models, analyzing and interpreting data, constructing explanations and designing solutions, and obtaining, evaluating, and communicating information. Activities in the Watershed Heroes curriculum correlate with the following performance expectations:

- Construct an argument with evidence that in a particular habitat some organisms can survive well, some survive less well, and some cannot survive at all. (3-LS4-3)
- Make a claim about the merit of a solution to a problem caused when the environment changes and the types of plants and animals that live there may change. (3-LS4-4)
- Use evidence to construct an explanation for how the variations in characteristics among individuals of the same species may provide advantages in surviving, finding mates, and reproducing. (3-LS4-2)
- Obtain and combine information to describe climates in different regions of the world. (3-ESS2-2)
- Obtain and combine information to describe that energy and fuels are derived from natural resources and that their uses affect the environment. (4-ESS3-1)
- Construct an argument that plants and animals have internal and external structures that function to support survival, growth, behavior, and reproduction. (4-LS1-1)
- Develop a model using an example to describe ways the geosphere, biosphere, hydrosphere, and/or atmosphere interact. (5-ESS2-1)
- Obtain and combine information about ways individual communities use science ideas to protect the Earth's resources and environment. (5-ESS3-1)
- Define a simple design problem reflecting a need or a want that included specified criteria for success and constraints on materials, time, or cost. (3-5-ETS1-1)

COMMON CORE STATE STANDARDS FOR CALIFORNIA PUBLIC SCHOOLS

Fourth Grade

To build a foundation for college and career readiness, students must read widely and deeply from a broad range of high quality, increasingly challenging literary and informational texts. By reading texts and doing research in history/social studies, science, and other disciplines, students build a foundation of knowledge in those fields that will also give them the background to be better readers in all content areas. Activities in the Watershed Heroes curriculum correlate with the following standards:

- Determine the meaning of general academic and domain-specific words or phrases in a text. (RI.4.4)

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH AGUILAR AND ASSOCIATES

BACKGROUND INFORMATION:
The District has approved Multi-Prime Construction Projects at several school sites. The District would like to retain the services of Aguilar & Associates to work closely with Balfour Beatty, the construction company selected by the District for these projects. Aguilar & Associates would provide the architectural services to include planning/programming, facility assessment and architectural design, DSA permitting and construction administration services. These services will include the work required for the DSA approvals and close of file with certification.

RECOMMENDATION:
Approve the agreement with Aguilar and Associates for Architectural Services at a not to exceed amount of $50,000 from the building fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JRSM

Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

NOT TO EXCEED $50,000 (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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Aguilar & Associates Company/Consultant	(949) 230-8875 Telephone Number
1400 Quail Street, Suite 255, New Port Beach, CA 92660 Address	gaguilar@AguilarArchitects.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: March 11, 2016 To: Upon completion of projects

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 in the amount not to exceed **$50,000**.

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

3. ADDITIONAL SERVICES.

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

4 RESPONSIBLIITIES OF CONSULTANT

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

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

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

4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL
Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

4.5 LAWS AND REGULATIONS

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

4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

4.7 INSURANCE

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

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays 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, date, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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

5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

5.5 SAFETY

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

appropriate to the nature of the work and the conditions under which the work is to be performed.

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:	Aguilar & Associates
Name:	Guillermo Aguilar, AIA
Title:	Architect
Address:	1400 Quail Street, Suite 255
City/State/Zip code:	Newport Beach, CA 92660
Telephone:	(949) 387-5949 // Fax # (949) 949-387-0636 // Cell # (949) 230-8875
Email:	gaguilar@AguilarArchitects.com

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

6 ENTIRE AGREEMENT

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

7 WARRANTY OF AUTHORITY:

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

CONSULTANT	**DISTRICT**
AGUILAR & ASSOCIATES Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Guillermo Aguilar, AIA Print Name, Title	Jose Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

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

EXHIBIT A

SCOPE OF SERVICES

Refer to attached proposal letter from Aguilar & Associates dated January 28, 2016.

AGUILAR & ASSOCIATES

Thursday, January 28, 2016 - Revised 3/7/16

Mr. Arturo Sanchez Macias
Chief Operations Officer,
Business Services Department
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

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

Subject Planning/Programming, Facilities Assessment, and Architectural Services Proposal, Several Schools

Dear Mr. Macias,

Aguilar & Associates is pleased to provide the San Ysidro School District with the following architectural services proposal for Planning/Programming, Facility Assessment, and Architectural Design, DSA Permitting, and Construction Administration services for the above projects. These services shall include the work required for the DSA approvals and close of file with certification.

PROJECT UNDERSTANDING

The project approach is based upon our understanding of the following criteria.

a. The SYSD has approved the several schools (listed in Exhibit A, attached) for modernization, new construction and/or repairs. This will include replacement of electrical and mechanical systems and upgrading the several facilities for code compliance with the latest codes and regulations, including replacing obsolete and non-compliant restrooms, drinking fountains, HVAC systems and electrical upgrades. Structural analysis and repairs will be needed at several sites as explained in exhibit A. Additionally, Vista Del Mar K-3 will be converted into a Middle School grades 7 and 8, and Ocean View K-8 will be converted into a K-6 school. Exhibit A as provided by Balfour Beatty summarizes the site visits performed on January 19th, and 20th, and which is be the basis for this proposal. Aguilar & Associates is aware that this exhibit is preliminary and additional visits and assessments will be conducted by Balfour Beatty and Aguilar & Associates during the Phase I of this proposal in order to reach a mutually agreed upon facilities assessment and scope.

PHASE I – FACILITY ASSESMENTS, FEASIBILITY ANALYSIS, PROGRAMMING, AND COST ESTIMATING

b. A Phase I feasibility analysis will be conducted, including Facility Assessments, Condition Analysis (potentially including some geotechnical testing, asbestos, and lead, and seismic analysis), programming and prioritization of needs.

c. Since the projects need to be permitted by DSA, our team will adhere to the latest codes and regulations as required by DSA, including ADA, the new Title 24, and the new Green Code for the projects to subsequently obtain the necessary permits.

d. We will coordinate our work with DSA during this phase to ensure consensus and to avoid potential conflicts during the future phases.

e. We will assist the District in hiring the appropriate consultants and testing companies to work with our team during this Phase.

f. This pre-schematic phase will not include the preparation of detail designs, working drawings, coordinating or overseeing contractors, and/or to prepare and submit plans and specifications to DSA, perform construction administration services, and/or close projects with certification.

g. The work at this phase will also include assisting Balfour Beatty in developing cost estimates and identifying the necessary repairs and site work to mitigate water penetration and water damage at several locations per Exhibit A and "sample" Exhibit B. It is recommended that an abatement consultant be hired by the District to conduct environmental testing prior to our involvement. Likewise, structural assesments will include assesing repairs to the different buildings and locations where structural deficiencies have been identified. This last item and any other existing structural problems will be done after geotechnical reports have been completed by the District. We will assist the District and Balfour Beatty in developing the scope of work for those consultants.

h. Our scope in this Phase will also include coordination with engineering consultants hired by us such as structural, MEP, acoustics, and lighting for assesment and scoping.

i. This Phase I planning and pre-design work shall commence immediately after the Board's approval of this proposal.

PHASE II – ARCHITECTURAL PROGRAMMING AND SCHEMATIC ARCHITECTURAL DESIGN

1. During this Phase Aguilar & Associates will prepare specific architectural program and schematic (master plan level) designs for the repair, modernization, and new construction items identified in Phase I and as selected for future development by the District.

2. Aguilar & Associates will participate in Community Meetings and will develop exhibits and graphics for communicating with the stakeholders. If needed, we will develop survey material for the parents and faculty regarding needs and priorities at each school site.

3. Aguilar & Associates will coordinate its work products with Balfour Beatty as need to achieve a seamless approach to project delivery.

SCOPE OF SERVICES

Aguilar & Associates will provide all planning and design services required for Phases I and II. Architectural working drawings, specifications, and permits will not be a part of this scope of services due to the uncertainty of the outcomes and budgets, and District's decisions that will be made during the Phases I and II. Our deliverables will comply with DSA regulations.

The following items are not included in this proposal and shall be provided by the district:

Hiring Environmental Testing and Inspection consultants, Geotechnical Engineering and Soil consultants
Project Testing and Inspection fees
Cost Estimating (We will assist Balfour Beatty in cost estimating scope items)
Scheduling (We will assist Balfour Beatty in scheduling scope items)

This proposal is based upon our understanding of the project scope per our meetings and site visits on January 19th, and 20th, and as described herein. If the scope of the project or services is otherwise, the proposal shall be adjusted accordingly to the mutual satisfaction of both the District and Aguilar & Associates.

DISTRICT'S RESPONSABILITIES

Inspection services for existing conditions, including water intrusion damage, structural damage, environmental testing related to presence of asbestos, lead, mold, spoiling and rebar damage (if any), piping repairs, etc. We are assuming we will consult with Structural, MEP and Acoustic consultants as part of our contract and will provide a fee for their services.

Provide complete as-built drawings, including campus wide accessible path of travel documentation. We will provide a fee for these services if required otherwise, including scanning of existing drawings for electronic documentation and design.

Site surveys including path of travel and accessible restroom determination. This may be necessary if related previous case A Numbers are not available or projects have closed without certification. We will provide a fee for these services if required otherwise.

PROPOSED FEES

Because of the uncertain nature of the tasks and project development during these Phase I and Phase II scopes, we propose the work described above and in Exhibit A, will be performed on an hourly rate basis Not-to-Exceed $50,000.00 (Fifty Thousand Dollars) per the rates outlined below. We will be billing monthly based on the hours expended on the project and sites.

Reimbursable expenses such travel and reproduction of documents for District and Agency use shall be invoiced at cost.

2016 Schedule of Hourly Rates

POSITION	ARCHITECTURE RATE ($ HOURLY)	MEP ENGINEERS ($ HOURLY)	CIVIL ENGINEER ($ HOURLY)	STRUCTURAL ENGINEER ($ HOURLY)
Principal	185	175	185	195
Project Manager	155	—	—	180
Sr. Architect	145	—	—	—
Sr. Engineer(s)	—	145	155	155
Designer	135	135	138	135
Community Outreach	140	—	—	—
Clerical/Admin	65	65	65	65

AGUILAR & ASSOCIATES

If you have any questions concerning the proposed scope of work, services, or fees, please call me at my cell 949-230-8875. If this proposal is acceptable, please return one signed copy for our records. We will be happy to review the District's standard contract for acceptance if required.

Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Sincerely,

Aguilar & Associates

Guillermo Aguilar, AIA
C13165
Principal

ACCEPTED BY:

San Ysidro School District

_____

Date:_____

EXHIBIT A

Balfour Beatty
Construction

SAN YSIDRO SCHOOL DISTRICT

Tour of Schools Walk Thru Performed on January 19, 2015 and January 20, 2015

Observation and Preliminary Assessment Report Dated January 25, 2016

Prepared by Balfour Beatty Construction and Aguilar & Associates

Owner:

San Ysidro School District

Construction Manager:

Balfour Beatty Construction

Architect:

Aguilar & Associates

SAN YSIDRO SCHOOL DISTRICT

Observation and Preliminary Assessment Report Dated January 25, 2016, sites visited are listed below.

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La Mirada Elementary School.....Pages 1, 2

Smythe Elementary School.....Pages 3, 4

Preschool and Child Development.....Pages 5, 6

San Ysidro Middle School.....Pages 7, 8

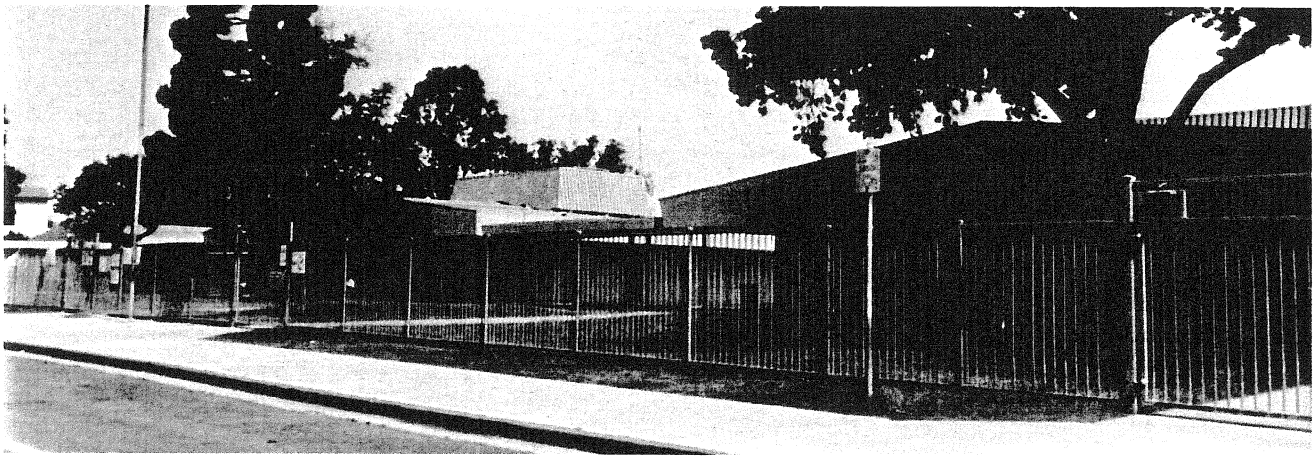
Willow Elementary School.....Page 9

Sunset Elementary School.....Page 10

Ocean View Hills School.....Page 11

Vista Del Mar Elementary School.....Page 12

La Mirada Elementary School – Built 1973 – Current Grades 4, 5, 6 (Potential conversation grades K thru 5)



La Mirada Observation:

The school appears to be properly maintained and clean. Overall there has been little to no upgrades completed on this school. Below are observation notes from a construction perspective:

Classrooms / Library / Administration Office: Interior finishes appear to be from original year built e.g. ceiling tile, walls, casework, flooring, doors, and windows. The classrooms have gone through the normal wear and tear throughout the years. Mechanical, electrical and plumbing systems appear to be out of date.

Restrooms: Restrooms are not ADA code compliant. Appears toilet partitions were replaced recently however installation did not take into account ADA requirements.

Multipurpose Room: Interior finishes appear to be from original year built e.g. ceiling tile, walls, casework, flooring, doors, and windows. Mechanical, electrical and plumbing systems appear to be out of date. The audio visual system is out of date. In wall tables were not being used at the time.

Kitchen Area: The kitchen area appears to be clean and organized. According to school staff the built in refrigerators were replaced approximately 6 years ago (2000). Cabinets and ceiling appear to be original to the building.

Library: Library is being used as a computer teaching room as well as normal use library. IT racks appear to be in newer condition.

Portable Restroom Adjacent to Playground: Restrooms appear to be ADA compliant.

Exterior Stucco: Stucco appears to be original to the building. No major cracking was observed.

Roofing: Built up roof appears to be original to the building and has reached its life expectancy

Mechanical Roof Units: Mechanical units appear to be original to the building. There is visual rust on mechanical units and panel box. The mechanical metal screens surrounding the unit has rust and paint is peeling.

Exterior Canopies: The stand alone walkway canopies are top heavy and move when hand force is applied to columns.

Exterior sidewalks: Sidewalks appear to be original to the building. Verification of ADA compliance should be performed.

La Mirada Recommendations:

Note: Below recommendations are based on a renovation scope of work which can take place in multiple phases. Owner could decide new construction would be more feasible.

Update all interior finishes including ceilings, walls, casework, flooring, doors and windows.

Update all electrical, plumbing and mechanical systems (MEP). MEP upgrades may involve site underground work.

Update restrooms to new ADA code compliance, new finishes and fixtures

Check for asbestos and lead paint.

Replace mechanical units, existing ductwork and controls.

Review and analyze structural integrity of exterior walkway canopies.

Review and verify existing structure will meet DSA code requirements.

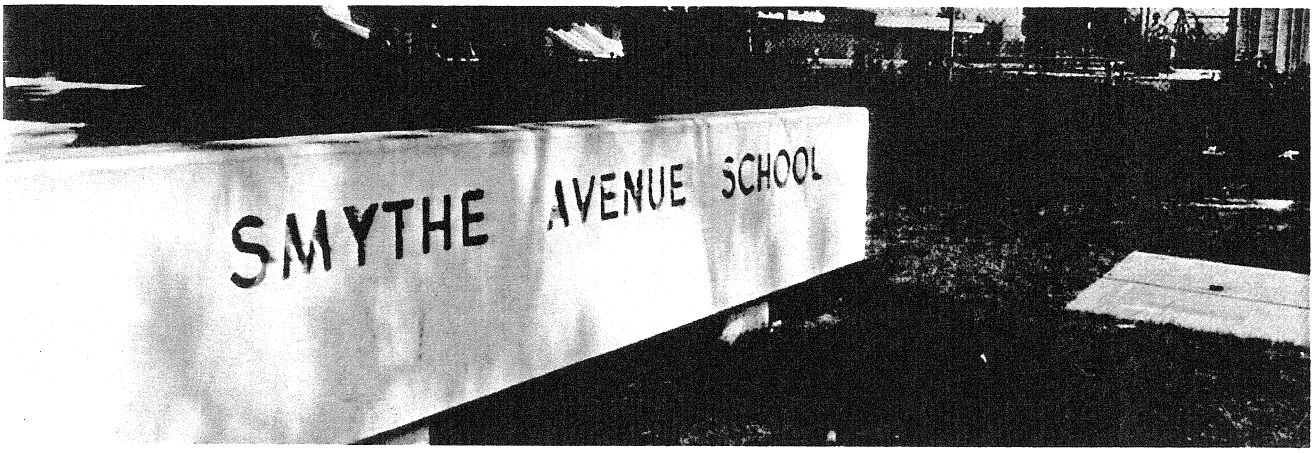
Replace roofing with new built up roof.

New exterior paint including patching of stucco as needed.

Exterior sidewalks verification of ADA compliance and repair any major cracks in the concrete.

Establish ADA path of travel at exterior pedestrian sidewalks

Smythe Elementary School – Built 1973 – Current Grades K thru 3



Smythe Observation:

The school appears to be properly maintained and clean. Overall there has been little to no upgrades completed on this school. There were (3) three classroom buildings that were newer construction approximately built in 2001. Below are observation notes from a construction perspective:

Classrooms, Library and Administration Office: Interior finishes appear to be from original year built e.g. ceiling tile, walls, casework, flooring, doors, and windows. The normal wear and tear throughout the years been Mechanical, electrical and plumbing systems appear to be out of date.

Restrooms: Restrooms are not ADA code compliant. Appears toilet partitions were replaced recently however installation did not take into account ADA requirements.

Multipurpose Room: Interior finishes appear to be from original year built e.g. ceiling tile, walls, casework, flooring, doors, and windows. Mechanical, electrical and plumbing systems appears to be out of date. The audio visual system is out of date. Observed a crack in the building slab.

Kitchen Area: The kitchen area appears to be clean and organized. Cabinets and ceiling appear to be original to the building.

Exterior Stucco: Stucco appears to be original to the building. No major cracking was observed.

Roofing: Built up roof appears to be original to the building. There appears to be water stains in the walls and ceiling potentially caused by roof leaks.

Mechanical Roof Units: Mechanical units appear to be original to the building. There is visual rust on mechanical units and panel box. The mechanical metal screens surrounding the unit has rust and paint is peeling.

Exterior Canopies: The stand alone walkway canopies are top heavy and move when hand force is applied to columns.

Exterior sidewalks: Sidewalks appear to be original to the building. Verification of ADA compliance should be performed and repair any major crack in the concrete.

Principal noted kindergarten vehicle loading and unloading is an issue.

Principal noted a car had veered off the main road and crashed into Kindergarten play area.

Smythe Observation Continue...

Principal mentioned there are drainage issues in the grass areas.

Smythe Recommendations:

Note: Below recommendations are based on a renovation scope of work which can take place in multiple phases. Owner could decide new construction would be more feasible.

Update all interior finishes including ceilings, walls, casework, flooring, doors and windows.

Update all electrical, plumbing and mechanical systems (MEP). MEP upgrades may involve site underground work.

Update restrooms to new ADA code compliance.

At multipurpose room review and analyze if cracked slab is structural issue.

Check for asbestos and lead paint.

Exterior sidewalks verification of ADA compliance and repair any major cracks in the concrete.

Replace mechanical units, existing ductwork and controls.

Review and analyze structural integrity of exterior walkway canopies.

Replace roofing with new built up roof.

New exterior paint including patching of stucco as needed.

Establish ADA path of travel at exterior pedestrian sidewalks

Review and analyze vehicle traffic and loading and unloading at parking lot and determine if modifications are require e.g. fence reconfiguration, gate reconfiguration, signage, striping etc.

Due to school located adjacent to (4) lane road and traffic incident that occurred at kindergarten playground area, recommend install a traffic barricade alongside fence line.

For storm drainage issues, recommend camera storm drain lines to identify obstructions and or cracks in lines.

Preschool & Child Development Center (CDC)

Preschool and Child Development Center Observations:

The school appears to be properly maintained and clean. Overall there has been little to no upgrades completed on this school. Below are observation notes from a construction perspective:

Classrooms, Teacher Lounge and Admin Office: Interior finishes appear to be from original year built e.g. ceiling tile, walls, casework, flooring, doors, and windows. The normal wear and tear throughout the years been Mechanical, electrical and plumbing systems appear to be out of date.

Restrooms: Restrooms are not ADA code compliant.

Exterior Wood: Wood paint is peeling.

Roofing: Built up roof appears to be original to the building. Water stains noticed on ceiling tiles.

Exterior Door Landings and ramps are old and need to analyze further for ADA compliance.

Play Area: Surface play area is uneven and there are tripping hazards.

There is an existing septic tank at the back of the school.

Preschool and Child Development Center Recommendations:

Note: Below recommendations are based on a renovation scope of work, Owner could decide new construction would be more feasible.

Update all interior finishes including ceilings, walls, casework, flooring, doors and windows.

Update all electrical, plumbing and mechanical systems (MEP). MEP upgrades may involve site underground work.

Update restrooms to new ADA code compliance, finishing, fixture, and ceiling etc.

Check for asbestos and lead paint.

Replace mechanical units, existing ductwork and controls.

Replace roofing with new roof.

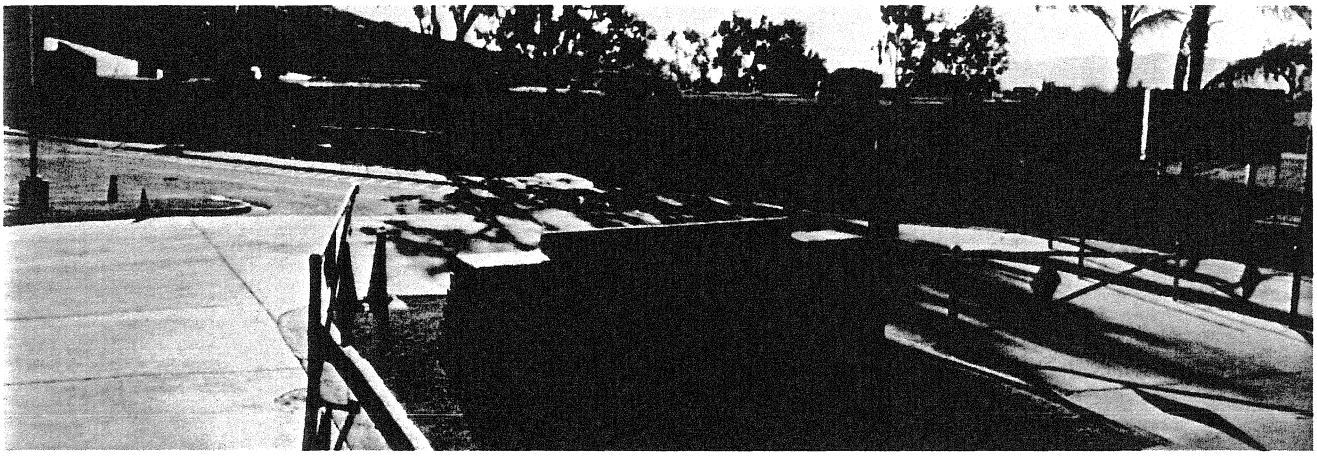
Revitalize exterior building finishes, refinish and replacement of rotten wood and fascia board.

Establish ADA path of travel at exterior pedestrian sidewalks

Complete the installation of partition walls in all classrooms.

Review and verify existing structure will meet DSA code requirements.

San Ysidro Middle School



San Ysidro Middle School Observation:

Note: Due to specific needs of the school, only certain areas were walked at this campus.

Locker Rooms

- Girls Locker Room: Lockers are old and rusty and don't appear to function properly.
- Girls Locker Room has a crack on the slab across the entire room and continues up to the wall, appears to be some kind of structural problem
- Girls Locker Room Ceiling tile is out dated and has stains and falling down.
- Girls Locker Room Showers are not being used.
- Add back a door opening that was filled in years ago.
- Boys Locker Room: Lockers are old and rusty and don't appear to function properly.
- Boys Locker Room has a crack on the slab across the entire room and continues up to the wall, appears to be some kind of structural problem.
- Boys Locker Room Ceiling tile is out dated and has stains and falling down.
- Boys Locker Room Showers are not being used.

Site

- There appears to be cracking on the sidewalks throughout the campus.
- Principal mentioned if students needed to evacuate through the back of the campus that there is only 1 stair well to walk down and appears to be inadequate for all the student.

Multipurpose Building

- Cafeteria does not have Air Conditioning, therefore when it's hot outside, it's also hot on the inside of the building and same when the temperature is cold.
- Cafeteria exterior entrance doors are perforated steel which leave exposure to the outdoor eliminates such as rain.
- In the Cafeteria roof, there are water stains and paint peeling at the roof structure. The roofing system appears to be a Kalwall system (translucent daylighting system). Appears to be major leaks in the system.
- Cafeteria folding partition wall has scratches, dents and doesn't close properly.
- Auditorium Audio Visual System is not working properly.
- Teacher Lounge roof, noticed same water stains and paint peeling at the roof structure. The roofing system appears to be a Kalwall system (translucent daylighting system). Water damage in the exterior walls.

San Ysidro Middle School Recommendations:

- Girls and Boys Locker Room recommend remove and replace old locker with new lockers.
- Girls and Boys Locker Room recommend remove and replace old ceiling tiles with new ceiling tile.
- Girls and Boys Locker Room recommend new interior paint.
- Girls and Boys Locker Room recommend Structural Engineer review and analyze the cracked building slab and walls.
- Site sidewalk cracking. Recommend soils engineer perform preliminary testing of soils.
- Site exterior exit, recommend team review existing conditions further prior to making a further recommendations
- Cafeteria heating and cooling: Team to review design asbuilts for design intent and construction execution.
- Cafeteria/Teacher Lounge water stains at roof line: Team to review design asbuilts for design intent and construction execution.
- Cafeteria folding partition: Recommend repairs and or removal and replacement. Potentially review other products that may be better suited for this area.
- Auditorium Audio Visual System not working: Recommend Audio Visual contractor trouble shoot the problem.

Willow Elementary School (Newer School)

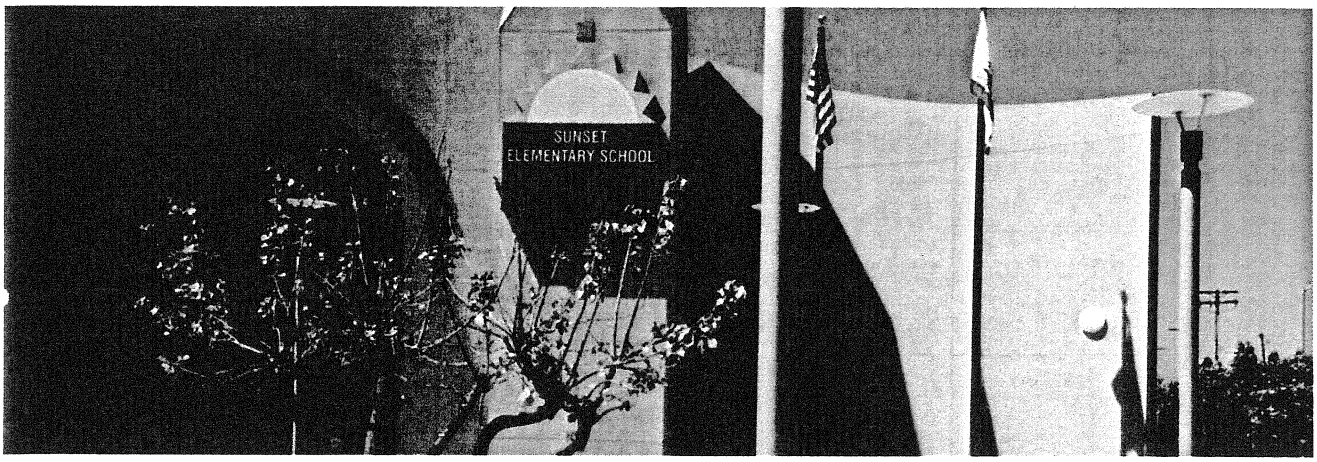
Willow Elementary School

- Ornamental Fencing and gates are not the quality grade that would be typically installed on an Elementary School Project.

Recommendation:

- Review asbuilts and specification for verification of correct product. Typical school fencing is hot dipped galvanized welded ornamental iron. Potentially modify or replace existing fencing.

Sunset Elementary School (Newer School Built in 2004)



Sunset Elementary School Observation:

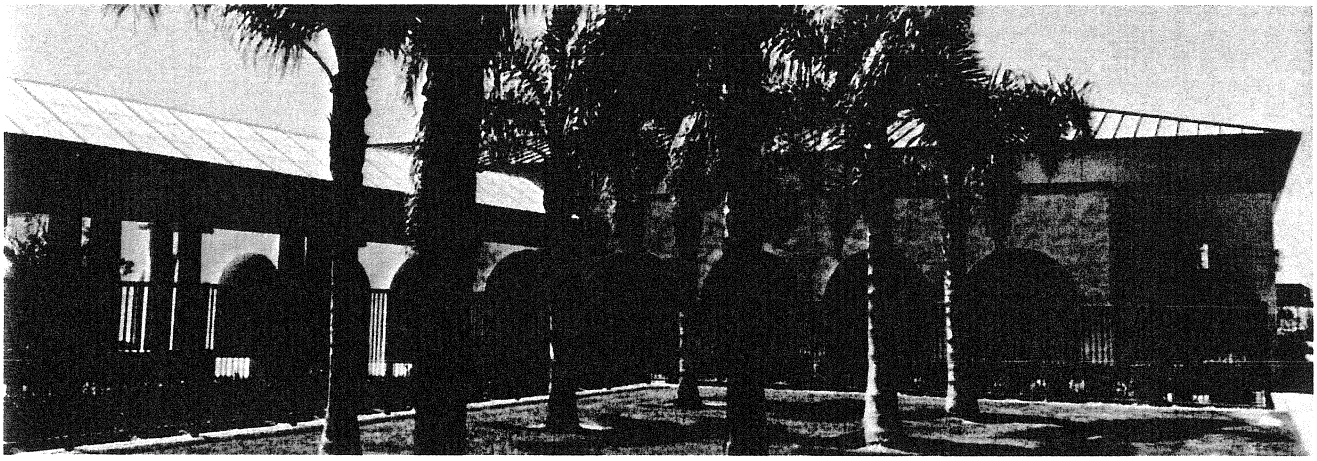
- Potential issue with ornamental fencing picket spacing specifically at Kindergarten area.

Recommendation:

- Review asbuilts and specification for verification of correct product. Potentially modify existing fencing.

Ocean View Hills School (Newer School Built in 2006) –

Current Grades 4 thru 8 (Potential conversion grades K thru 6)

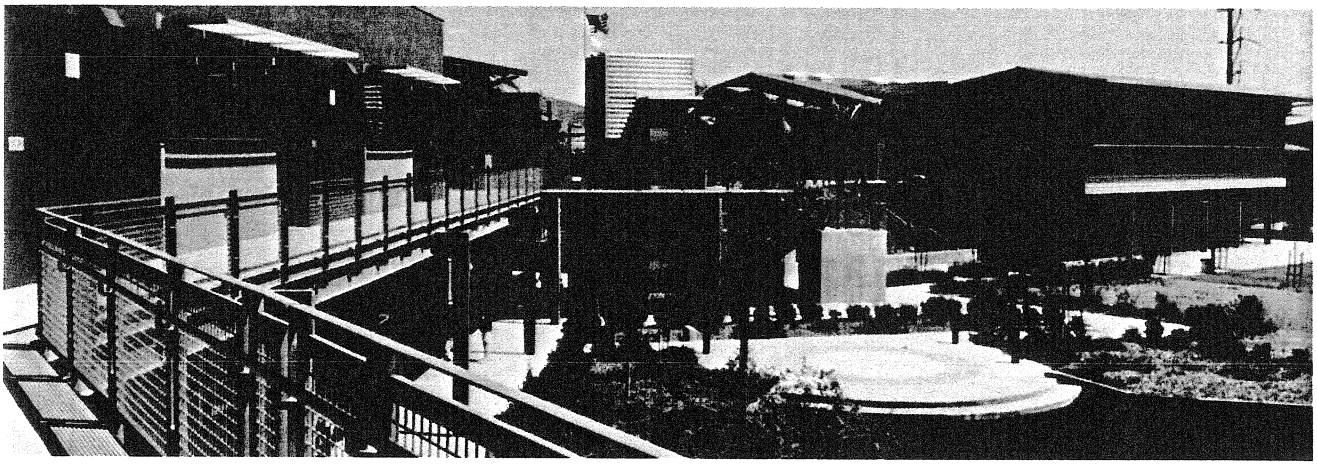


Ocean View Hills School Observation

- Ocean View has great potential in converting the school to grades K thru 6. One challenge discussed was converting one set of classroom buildings to Kindergarten classrooms. This conversion could potentially involve removing the common area walls and adding a partition wall between each classroom and modifying restroom configuration. Further analysis, measurements, plan review and collaboration with Architect are needed in order to provide a more detailed recommendation.

Vista Del Mar Elementary School (Newer School) –

Current Grades K thru 3 (Potential conversion Grades 7 & 8)



Vista Del Mar Elementary School Observations:

- Vista Del Mar has great potential in converting the school to Grades 7 & 8.
- One challenge will be establishing a science lab and adding a gym and locker room for the students. This conversion could potentially involve converting the Kindergarten classrooms into Labs and building a new gym and locker room building.
- Library casework will need to be modified to suit the needs of the students. All classroom casework will need to be reviewed for student needs.
- Fencing will need to be modified for the students.
- There is storm drainage issues at kindergarten flatwork near doors. Water is getting in underneath the (2) doors. Recommend reviewing asbuilts and compare to existing conditions. Verify slopes of concrete.
- Currently food for the students is getting transferred from Ocean View Elementary School.
- Further analysis, measurements, plan review and collaboration with Architect are needed in order to provide a more detailed recommendation.

EXHIBIT B

SCOPE ITEMS PROJECT COST SAMPLE

date:

School XXX

AGUILAR & ASSOCIATES

Site Area: a. | Building Area (SF): | Built

MODERNIZATION

	WORK TASK	QTY.	UNIT	RATE $/UNIT	COST $	REMARKS
NEEDS (Safety, Health, Code, Maintenance):			20% CONTINGENCIES		$0	
1	Upgrade fairly new Fire Alarm System		SF		0	
2	ADA Access Improvements		SF		0	
3	ADA Restrooms Improvement		SF		0	
4	Repair structural cracks		LS		0	
5	Hazardous Material Abatement		SF		0	
6	Improve Site Drainage Problem, New Storm Drain		LS		0	
7	Repair Termite, Dry Rot Damages		SF		0	
8	New On Site Fire Hydrants		EA		0	
9	Carpet/Vinyl Flooring Replacement		SF		0	
10	Replace Classroom Doors		EA		0	
11	Additional electrical outlets in the classrooms		EA		0	
12	New roofing & new gutter		SF		0	
13	Interior, exterior paint, repair stucco finishes		SF		0	
						0
EDUCATIONAL ENHANCEMENT:			20% CONTINGENCIES		$0	
1	Renovate existing Media center/Library		SF		0	
2	Computer Lab Renovation		SF		0	
3	Upgrade / Replace Electrical panels		SF		0	
4	Replace windows		SF		0	
						0
DESIRABLE:			20% CONTINGENCIES		$0	
1	CRs Amenities (Markerboards, Refurb. Cabinets)		EA		0	
2	Technology cabling/Fiber optic/ LCD projector		SF		0	
3	Ceiling/Lightg Replacement		SF		0	
4	Modernize Science Labs		LS		0	
5	Upgrade / Repair HVAC System		SF		0	
6	Administration area replanning		SF		0	
7	Renovate/Expand Multi Purpose/Dinning/Kitchen		SF		0	
8	Renovate Lockers / Showers		LS		0	
9	Renovate/Expand Gym (flooring is fine)	1	LS		0	
10	Renovate Theater	1	LS		0	
11	Replace outdoor Amphitheater benches	1	LS		0	
12	Resurface asphalt	1	LS		0	
13	Upgrade Irrigation, Landscape	1	LS		0	
14	New playground equipmnt	1	LS		0	
15	New fencing	1	LS		0	
						0

NEW CONSTRUCTION

	WORK TASK	QTY.	UNIT	RATE $/UNIT	COST $	
NEEDS :			10% CONTINGENCIES		$0	
1	Additional restrooms		LS		0	
						0
EDUCATIONAL ENHANCEMENT:			10% CONTINGENCIES		$0	
1	13 - CR needed to meet standard loading		SF		0	
2	12 - CR needed to replace portables (less 10%)		SF		0	
3	New PE classroom		SF		0	
4	Remove on site power poles & transformer		LS		0	
						0
DESIRABLE:			10% CONTINGENCIES		$0	
1	Media/Library expansion		SF		0	
2	Administration Expansion		SF		0	
3	New Lunch Shade Structure		LS		0	
						0
GROWTH:			10% CONTINGENCIES		$0	
1	39 - CR needed for growth		SF		0	
2	Expand student parking 2 levels no impact on tennis courts		SF		0	
3	Sub terranian parking level		SF		0	
						0

NEEDS	30% SOFT COSTS	$ -
EDUCATIONAL ENHANCEMENT	30% SOFT COSTS	$ -
DESIRABLE	30% SOFT COSTS	$ -
GROWTH	30% SOFT COSTS	$ -

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: March 10, 2016

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Business Services & District Operations
J. Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: AGREEMENT WITH STRATEGIC PARTNERSHIP SCHOOLS GROUP, INC.

BACKGROUND INFORMATION:
The District would like to retain the services of Strategic Partnership Schools Group, Inc. to perform grant writing and financial support services which will include: research all available funding opportunities (local, state, federal, and private); write and respond to all appropriate funding opportunities; collaborate with District and community partners; and create quarterly status reports.

The cost implications are $20,000 for all work performed pursuant to this Agreement. The fee includes all costs for travel or other expenses.

RECOMMENDATION:
Approve the agreement with Strategic Partnership Schools Group, Inc. in the not to exceed amount of $20,000 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	
$20,000 (Amount)	General fund (Name of funding source and/or location)	(Funding account number)

Recommended for: ☒Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

12B.16

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of March, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Strategic Partnership Schools Group, Inc. (SPSG) Company/Consultant	(917) 589-6093 Telephone Number
1312 N. Fairfax, Los Angeles, CA 90046 Address	snewton@spschoolsgroup.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: March 11, 2016 To: August 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 RESPONSIBLIITIES 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 polices 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 that 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, date, 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.

(3) HIPAA: Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

(4) FERPA: Pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g, *et seq.* ("FERPA"), no student's education records or personally identifiable information contained therein other than "directory information", as defined by 20 USC 1232g(a)(5), may be disclosed by SPSG to any third party without the prior express written consent of the student's parent or guardian, unless otherwise explicitly permitted by law.

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:	Strategic Partnership Schools Group, Inc. (SPSG)
Name:	Stacey Newton
Title:	President
Address:	1312 N. Fairfax
City/State/Zip code:	Los Angeles,CA 90046
Telephone:	(917) 589-6093
Email:	snewton@spschoolsgroup.com

DISTRICT:	San Ysidro School District
Name:	Tony Hua
Title:	Executive Director of Curriculum, Instruction & Innovation
Address:	1312 N. Fairfax
City/State/Zip code:	Los Angeles, CA 90046
Telephone:	(917) 589-6093
Email:	snewton@spschoolsgroup.com

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**
STRATEGIC PARTNERSHIP SCHOOLS GROUP, INC. Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	Jose Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
Date:	/ Date / Board Approved

TIN: 20-0580130

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
THIS SECTION WAIVED - NOT APPLICABLE	

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 _____

EXHIBIT A

Statement of Services

Consultant will perform the following tasks:

- Perform grant writing and financial support services for District, which will include:

    1. Research all available funding opportunities (local, state, federal, and private)

    2. The pursuit of any grants should be approved by the District before the submission of the grant application.

    3. Write and respond to all appropriate funding opportunities. A minimum of six (6) grants will be completed by Consultant, which will include at least two (2) federal grant opportunities. Consultant will be considered to serve as the Local Evaluator for Federal projects that either require or recommended local evaluation.

- Collaborate with District and community partners, when appropriate, in order to respond to funding opportunities

- Create quarterly status reports, or as needed or requested, that summarize efforts, status, and upcoming opportunities

- Services will be performed beginning with the date of execution of this contract through August 30, 2017.

PAYMENT/EXPENSES:

- As compensation for performance hereunder, District shall pay Consultant a fixed fee in the amount of $20,000.00 for all work performed pursuant to this Agreement. District will pay no additional amounts for travel or other expenses of Consultant under this Agreement.

- Consultant shall submit to District itemized invoices which indicate 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.