San Ysidro School District
Governing Board
AGENDA

Tuesday
August 23, 2016
5:00 p.m.

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

Education Center
4350 Otay Mesa Road
San Ysidro

GENERAL ADMINISTRATION

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, JULY 14, 2016
CLOSED SESSION: 5:00 p.m. – 6:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, July 14, 2016, with Closed Session held at 5:00 p.m. to 6:00 p.m. and reconvened into Open Session at 6:00 p.m. and conducted its business meeting at the Education Center, **4350 Otay Mesa Road, San Ysidro, CA 92173.** Closed Session was conducted in accordance with applicable sections of California Law.

FOR CERTAIN AGENDA ITEMS THE GOVERNING BOARD ACTED AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NOS. 1, 2 AND 3 OF THE SAN YSIDRO SCHOOL DISTRICT

MINUTES

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

2. **ROLL CALL** by Julio Fonseca, Ed.D., Superintendent & Secretary to the Board
   Mr. Marcos A. Diaz, President – *Arrived at 5:07 p.m.*
   Mr. Rodolfo Linares, Vice-President
   Mr. Steven Kinney, Clerk
   Mr. Antonio Martinez, Member
   Mrs. Rosaleah Pallasigue, Member - *Absent*

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

Member Martinez made a motion to recess to Closed Session, seconded by Clerk Kinney. The vote was 3 Ayes – 2 Absent (P & D).

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

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

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

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

The Board took no action in Closed Session.

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

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

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

8. **CONFERENCE SESSION**
   Reports/Presentations
   8.1 Junior Achievement

9. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**
   None at this time.

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

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

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

10. **ITEMS FROM THE BOARD & SUPERINTENDENT**
Clerk Kinney, 1) Thanked everyone for attending the Board meeting and commented that he is glad to see participation from the community, teachers, staff and parents. 2) Mentioned that he attended the County Board of Education meeting and he is thankful for the justice system that we have in this country that holds people in leadership positions accountable. The County Superintendent will be held accountable for his actions. 3) Commented that he would like to continue being part of the Board and is happy to be involved in taking care of maintenance and construction related issues at the school sites . 4) Mentioned that in moving forward he sees nothing but a bright future for San Ysidro. **11.1**

Member Martinez, 1) Commented that he would like to request a facilities update including the solar panel project, update on the transition to the reconfiguration school year to make sure the community knows what we are going to do, a schedule of Town Hall meetings to address big changes, particularly, the transition of Willow 7th and 8th graders to SYMS. 2) Mentioned that he would like to see desirable electives at SYMS such as woodshop, media, journalism and the music, theater and dance reinstated at SYMS. 3) Commented that he would like an update on the implementation of the recommendations presented by the Grand Jury related to the District's bonds. 4) Mentioned that one recommendation he feels the Board will not implement is allowing the San Diego County Office of Education monitor the District's bonds. 5) Commented that as a result of what happened at the County Board meeting, he agrees with Clerk Kinney. Justice was served. Hopes we move forward as a District beyond that. 6) Mentioned that he is looking forward to a new school year and thanked everyone for attending.

Vice-President Linares, 1) Commented that yesterday was the biggest day for San Ysidro and the San Diego County Office of Education. For the first time, someone stood up to the County and prevailed. 2) Mentioned that two years ago there were big changes in San Ysidro and now that wave is going up north. The biggest target was the County and it has been accomplished. 3) Commented that the County Superintendent of Schools wanted to resign but he will not get away so easy. He has to be prosecuted for the damages caused to the SYSD students, community, teachers and classified. 4) Mentioned that the Tax Payers Association also wants to sue him for misuse of funds. 5) Commented that the community needs to stay together and continue to give this Board the opportunity to serve. It's important to keep the Board we have at the November elections.

President Diaz, 1) Thanked everyone for attending the Board Meeting. 2) Thanked the community and the Board for their support. Mentioned that he believes the community has the Board it deserves. 3) Commented that he can now say the Board is not here for the politics. The Board is here to fix things. 4) Mentioned that he is very excited about the curriculum and services the District is offering that were not offered in the past. 5) Commented that the San Diego County put the District in an urgent situation and the District was left to fend for itself. The San Diego County didn't think the District would be in the position to challenge them but succeeded. 6) Mentioned that Mr. Velasquez was brought by the Board to help the District. He then moved to Alpine and is now in Poway. These Districts are also asking for help and changes are going on throughout the County. He is honored to say that we've started something that is bigger than us.

Dr. Julio Fonseca, Superintendent 1) Commented that he is very proud of Vice-President Linares and congratulated him for standing up and making a public comment at the County Board of Education meeting regarding the damage done to the students and the District. 2) Mentioned that it started out with two people wanting to know more of what was happening with the finances of the District and our educational system has now become a civil rights movement of San Diego. 3) Commented that he told staff when he first came on board that if they were not here for the protection of the kids, they would not be here very long. There is a new District team now that really cares about kids and he is very excited about the future of the District. 4) Mentioned that the finances are good and the instruction has not been better. He will be focusing on two major goals, instruction and construction to make sure our kids have the absolute best opportunity to succeed. 5) Commented that the District will be moving in the direction of protecting the rights of all students. 6) Mentioned that next year the District will have athletics in all of the school sites and enrichment opportunities through Think Together.
7) Thanked everyone for all the work in preparing for the start of the school year.

11. GENERAL ADMINISTRATION

11.1 The Board approved the minutes of the Regular Board meetings of June 23, 2016 and June 9, 2016.

Motion: Martinez Second: Linares Vote: 4 Ayes – 1 Absent (P)

11.2 RESOLUTION NO. 16/17-0001 – BOARD COMPENSATION FOR MISSED MEETINGS
The Board adopted Resolution No. 16/17-0001 recognizing that Antonio Martinez was absent from the Regular Board meeting of June 23, 2016 due to hardship and will receive the maximum monthly compensation for that month.

Motion: Kinney Second: Linares Vote: 3 Ayes- 1 Absent (P) - 1 Recusal (M)

11.3 OPEN PUBLIC HEARING FOR ENERGY CONSERVATION MEASURES AND AGREEMENT WITH AMERESCO
The Board approved to open public hearing for Energy Conservation Measures and agreement with Ameresco.

Motion: Linares Second: Kinney Vote: 4 Ayes - 1 Absent (P)

11.4 CLOSE PUBLIC HEARING FOR ENERGY CONSERVATION MEASURES AND AGREEMENT WITH AMERESCO
The Board approved to close public hearing for Energy Conservation Measures and agreement with Ameresco.

Motion: Kinney Second: Linares Vote: 4 Ayes - 1 Absent (P)

11.5 RESOLUTION NO. 16/17-3100
The Board adopted Resolution No. 16/17-3100 authorizing the District to enter into an Energy Services Contract.

Motion: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

11.6 AGREEMENT WITH AMERESCO FOR ENERGY CONSERVATION SERVICES
The Board approved the Energy Service Agreement with Ameresco, Inc. for the implementation of an Energy Efficiency Program at a cost of $3,035,795.00 from Prop 39 Funds.

Motion: Kinney Second: Linares Vote: 4 Ayes - 1 Absent (P)

11.7 RESOLUTION NO. 16/17-3200

The Board adopted Resolution No. 16/17-3200 of the Governing Board of the San Ysidro School District authorizing the execution and delivery of the San Ysidro School District 2016 Refunding Certificates of Participation in an aggregate principal amount of not to exceed $7,900,000, authorizing the distribution of an official statement in connection therewith, and authorizing the execution of various documents and related actions contingent upon the completion of the review process of Ed. Code 42133 by the San Diego County Office of Education.

Motion: Linares Second: Martinez Vote: 4 Ayes - 1 Absent (P)

11.8 RESOLUTION NO. 16/17-3601 ESTABLISHING ANNUAL SPECIAL TAX RATES FOR COMMUNITY FACILITIES DISTRICTS NO. 1, NO. 2 AND NO. 3 FOR 2016-17 FISCAL YEAR

The Board adopted Resolution No. 16/17-3601 Establishing Annual Special Tax Rates for Community Facilities Districts No. 1, No. 2, and No. 3 for 2016-2017 fiscal year.

Motion: Linares Second: Martinez Vote: 4 Ayes - 1 Absent (P)

11.9 RESOLUTION NO. 16/17-3602

The Board adopted Resolution No. 16/17-3602 of the Governing Board of the San Ysidro School District acting as the Legislative Body of Community Facilities District No. 1 of San Ysidro School District approving a Fifth Supplement to the agreement for pledge of special taxes contingent upon the completion of the review process of Ed. Code 42133 by the San Diego County Office of Education.

Motion: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

11.10 RESOLUTION NO. 16/17-3603

The Board adopted Resolution No. 16/17-3603 of the Governing Board of the San Ysidro School District acting as the Legislative Body of Community Facilities District No. 2 of San Ysidro School District approving a Fourth Supplement to the agreement for pledge of special taxes contingent upon the completion of the review process of Ed. Code 42133 by the San Diego County Office of Education.

Motion: Kinney Second: Martinez Vote: 4 Ayes - 1 Absent (P)

11.11 RESOLUTION NO. 16/17-3604

The Board adopted Resolution No. 16/17-3604 of the Governing Board of the San Ysidro School District acting as the Legislative Body of Community Facilities District No. 3 of San Ysidro School District approving a Fifth Supplement to the agreement for pledge of special taxes contingent upon the completion of the review process of Ed. Code 42133 by the San Diego County Office of Education.

Motion: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

11.12 APPOINTMENT OF NEW DIRECTORS OF THE SAN YSIDRO SCHOOLS PUBLIC FINANCING CORPORATION

The Board approved the appointment of Steven Kinney and Rosaleah Pallasigue as Directors of the San Ysidro Schools Public Financing Corporation pursuant to the Bylaws of the Corporation.

Motion: Martinez Second: Linares Vote: Vote: 4 Ayes - 1 Absent (P)

11.13 NEW DISTRICT LOGO – SECOND READING AND ADOPTION

The Board approved the second reading of the new logo for the San Ysidro School District and the adoption pending community and staff input.

Motion: Martinez Second: Linares Vote: Vote: 4 Ayes - 1 Absent (P)

12. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

1) Pulled Consent Item 12D. 1 for discussion and to be voted on separately.
2) Tabled item 12B.18.

Motion: Martinez Second: Linares Vote: Vote: 4 Ayes 1 Absent (P)

12A. CURRICULUM & INSTRUCTION

12A.1 2ND ANNUAL FAMILIES FIRST RESOURCE FAIR

The Board approved the 2nd Annual Families First Resource Fair on July 30, 2016 at a cost not to exceed $5.000.00 from the general fund.

12A.2 WILLOW SCHOOL 8TH GRADE TRIP TO WASHINGTON DC, PHILADELPHIA AND NEW YORK 2017

The Board approved the attendance and participation of 10-15 students and 1 chaperone from Willow School to go to Washington DC, Philadelphia, and New York during March 25-30, 2017. The cost should not exceed $38,700.00 from Club DC donations, fundraisers, and student fees.

12A.3 SAN YSIDRO MIDDLE SCHOOL 8TH GRADE TRIP TO WASHINGTON DC/NEW YORK 2017

The Board approved the attendance and participation of eighth grade students from the San Ysidro Middle School to a trip to Washington DC/New York during the week of March 19-24, 2017 at no direct cost to the District.

12A.4 STAFF DEVELOPMENT

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

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Tony Hua, Kelli Hay, Melissa Brown, Laura Caballero, Manuel Bojorquez, Nadia Aviles	See attached list	Varies	August 2016 – June, 2017	$7,200.00	Title I and Supplemental & Concentration Funds

12B. BUSINESS

12B.1 PURCHASING REPORT

The Board approved/ratified the following purchase orders incurred by the District during the period of June 4th, 2016 through June 30, 2016. (Report #11): ▪ General Fund: 0000000141-0000000143, 0000000145, 0000000147-0000000157, 0000000159-0000000161, 0000000163-0000000168, 0000000170-0000000176, 0000000178-0000000181, 0000000183, 0000000185-0000000187, 0000000190-0000000195 ▪ Child Development Fund: 0000000188 Cafeteria Fund: 0000000140, 0000000158, 0000000162, 0000000184 ▪ Building Fund: 0000000144, 0000000146-0000000147, 0000000169.

12B.2 EXPENDITURE REPORT

The Board approved/ratified expenditures incurred by the District during the period of June 03, 2016 through June 28, 2016. Listing sheets #841 through #855. Payments were made with checks #14-124519 through #14-137604 for a total expenditure of $1,934,655.24.

12B.3 ACCEPTANCE OF DONATIONS

The Board accepted a donation valued at $11,619.02 to help support and enrich our educational programs.

12B.4 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM'S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2015-16

The Board accepted the Report of William's Complaints for the fourth quarter, April 1, 2016 to June 30, 2016 of the 2015-2016 school year for submission to the San Diego County Office of Education.

12B.5 REQUEST FOR PROPOSALS FOR VISUAL AND PERFORMING ARTS (VAPA)

The Board approved/ratified the issuance of the Request for Proposals for Visual and Performing Arts (VAPA) services for 2016-17 school year.

12B.6 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH BMR HEALTH FOR 2016-17 SCHOOL YEAR

The Board approved/ratified the San Diego County Non-public Master Contract with BMR Health for school year 2016-2017 at an estimated total cost of $216,000.00 from the Special Education funds.

12B.7 AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA CONCERNING VISION & HEARING SCREENING SERVICES

The Board approved the agreement with The Regents of the University of California concerning vision and hearing screening services at a cost of $19.50 per student from the Preschool and Child Development funds.

12B.8 GRANT AWARD AND AGREEMENT FOR FRESH FRUIT AND VEGETABLE PROGRAM

The Board accepted the Fresh Fruit and Vegetable Program Grant Award in the amount of $23,440.00 for implementation at La Mirada, Sunset and Willow Schools.

12B.9 AGREEMENT WITH THINK TOGETHER, INC. FOR AFTER SCHOOL EDUCATION & SAFETY (ASES) SERVICES DURING 2016-17 SCHOOL YEAR

The Board approved the agreement with THINK Together, Inc. to provide After School Education & Safety Services (ASES) during 2016-17 school year at a cost of $936,658.00 from the ASES Funds and supplemental & concentrations funds.

12B.10 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR FIRST 5 SAN DIEGO'S QUALITY PRESCHOOL INITIATIVE (QPI) PROGRAM 2016-2017

The Board approved the agreement with San Diego County Superintendent of Schools for the 2016-17 First 5 San Diego Quality Preschool Initiative (QPI) Program to include: ▪ Agency iPad User Agreement ▪ Pinwheel *(Sub-Contractor End User Agreement)*, and ▪ CDA QPI Reimbursement Agreement.

12B.11 AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS TO PROVIDE COMPENSATION FOR CONSULTING SERVICES ADDRESSING THE ISSUE OF EARLY CHILDHOOD OBESITY IN SUPPORT OF SAN DIEGO COUNTY'S LIVE WELL, SAN DIEGO! PROGRAM FOR 2016-2017

The Board approved/ratified Agreement with the San Diego County Superintendent of Schools to provide compensation for consulting services for addressing the issue of early childhood obesity in support of the San Diego County Live Well San Diego! Program.

12B.12 AGREEMENT WITH MICHAEL COTHRINE FOR CONSULTING SERVICES TO ADDRESS THE ISSUE OF EARLY CHILDHOOD OBESITY IN SUPPORT OF THE SAN DIEGO COUNTY *LIVE WELL, SAN DIEGO!* PROGRAM FOR 2016-17 SCHOOL YEAR

The Board approved the agreement with Michael Cothrine to provide to interval fitness training and nutrition consultation that is aligned with the San Diego County *Live Well San Diego!* Program at a cost not to exceed $27,984.00 from the Preschool & Child Development QPI funds.

12B.13 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY PUPIL PERSONNEL SERVICES INTERNSHIP PROGRAM

The Board approved/ratified the agreement with Point Loma Nazarene University Internship Program for Pupil Personnel Service interns for the 2016-17 through 2020-21 school years.

12B.14 AGREEMENT WITH POINT LOMA NAZARENE UNIVERSITY TEACHING CREDENTIAL INTERNSHIP PROGRAM

The Board approved/ratified the agreement with Point Loma Nazarene University Internship Program for multiple subject, single subject and special education interns for the 2016-17 through 2020-21 school years.

12B.15 GALASSO'S BAKERY AGREEMENT

The Board approved the agreement with Galasso's Bakery to provide whole wheat bread to all school's cafeterias during school year 2016-17.

12B.16 AGREEMENT WITH GREATER SAN DIEGO AFTER-SCHOOL ALL-STARS

The Board approved/ratified the Agreement with Greater San Diego After-School All-Stars for School Sports Program during 2016-17 school year at a cost not to exceed $425,591.35 from supplemental and concentration funds.

12B.17 MEMORANDUM OF UNDERSTANDING WITH SWEETWATER UNION HIGH SCHOOL DISTRICT

The Board approved the Memorandum of Understanding with Sweetwater Union High School District for participation in the South Bay Athletic League during 2016-17 school year.

12B.18 PURCHASE AGREEMENT WITH GLOBAL WHOLE HEALTH PARTNER CORP.- *Tabled*

The Board approved the Purchase Agreement with Global Whole Health Partner Corp. for 2016-17 school year.

12C. PERSONNEL – CLASSIFIED

EMPLOYMENT

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

12C.1 Administrative Clerk I (Part Time): Miriam Ramirez, effective August 1, 2016.
12C.2 Maintenance Person: Jorge Barriga, effective August 1, 2016.
12C.3 Substitute Custodian: David Corona and Alberto Moya, effective August 1, 2016.
12C.4 Testing Assistant: Miranda Olea, effective August 1, 2016.

JOB DESCRIPTION – NEW
The Board approved new job description for the following as recommended by staff:
12C.5 District Security Manager

JOB DESCRIPTIONS – REVISED
The Board approved revised job descriptions for the following as recommended by staff:
12C.6 Instructional Health Care Assistant

APPROVE RECRUITMENT
The Board approved recruitment for the following as recommended by staff:
12C.7 Administrative Secretary III
12C.8 District Security Manager

REACTIVATE POSITION
The Board approved/ratified reactivation for the following position as recommended by staff:
12C.9 Instructional Health Care Assistant

TERMINATION
The Board approved/ratified termination due to job abandonment for the following as recommended by staff:
12C.10 Instructional Aide: Susana Villarreal, effective June 30, 2016.

12D. PERSONNEL – CERTIFICATED

EMPLOYMENT
The Board approved employment for the following as recommended by staff:
12D.1 Instructional Lead/TOSA: Ana Veronica Trattner, effective July 25, 2016.

Motion: Linares Second: Martinez Vote: 4 Ayes - 1 Absent (P)

12D.2 Preschool Permit Teacher (Part Time): Martha Garcia, effective July 25, 2016.

PROVISIONAL INTERNSHIP PERMIT (PIP)
The Board approved the Provisional Internship Permit (PIP) for the following as recommended by staff:
12D.3 Science Teacher: Carolanne Brandt

VARIABLE TERM WAIVER
The Board approved the Variable Term Waiver for the following as recommended by staff:
12D.4 Language, Speech, and Hearing Specialist: Elianna Vega

RESIGNATION
The Board approved/ratified resignation for the following as recommended by staff:
12D.5 Special Education Teacher: Lilly Esparza, effective July 8, 2016.
12D.6 Executive Director of Secondary Education/Principal: Amy Hunt, effective July 22, 2016.

12E. PERSONNEL – MANAGEMENT

UPDATE TITLE

The Board approved the updated title for the following as recommended by staff:

12E.1 Director of Child Development: Lorena Varela-Reed

Clerk Kinney made a motion to adjourn the meeting, seconded by Vice-President Linares. The vote was 4 Ayes -1 Absent (P).

13. ADJOURNMENT

Time: 7:24 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

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

SPECIAL MEETING OF THE GOVERNING BOARD
MONDAY, JULY 18, 2016
6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Monday, July 18, 2016 at 6:00 p.m., and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

1. **CALL TO ORDER** Who: President Diaz Time: 6:00 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 - *Absent*
   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 4 Ayes - 1 Absent (K).

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 6:01 p.m. in accordance with section 54954.5 regarding:**

4.1 **GOVERNMENT CODE SECTION 54957**
PUBLIC EMPLOYMENT
Title: Principal (2)

RECONVENED into OPEN SESSION at 6:32 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: 6:32 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 - *Absent*

Mr. Antonio Martinez, Member
Mrs. Rosaleah Pallasigue, Member

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

8. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**
None at this time.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING
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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

9. **GENERAL ADMINISTRATION**

9.1 EMPLOYMENT
The Board approved employment for the following as recommended by staff:
Principal: Roberto Carrillo, effective July 25, 2016.

Motion: Linares Second: Pallasigue Vote: 4 Ayes - 1 Absent (K)

9.2 EMPLOYMENT
The Board approved employment for the following as recommended by staff:
Principal: Joel Tapia, effective July 25, 2016.

Motion: Linares Second: Pallasigue Vote: 4 Ayes - 1 Absent (K)

9.3 EMPLOYMENT
The Board approved employment for the following as recommended by staff:
Program Specialist: Janette Ridgels, effective July 25, 2016.

Motion: Martinez Second: Pallasigue Vote: 4 Ayes - 1 Absent (K)

Member Martinez made a motion to adjourn the meeting, seconded by Member Pallasigue. The vote was 4 Ayes - 1 Absent (K).

10. **ADJOURNMENT** Time: 6:47 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

SAN YSIDRO SCHOOLS
PUBLIC FINANCING CORPORATION
MEETING MINUTES OF THE BOARD OF DIRECTORS

ANNUAL & ORGANIZATIONAL MEETING

AGENDA: Thursday, July 14, 2016
Upon completion of the regular San Ysidro School District's Governing Board Meeting which is scheduled to begin at 5:00 p.m., or as soon thereafter as practicable.

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

1. The meeting was called to order at 7:25 p.m.

2. Pledge of Allegiance by Corporation Secretary Linares

3. Roll Call and Confirmation of Corporation Directors

President -	Antonio Martinez
Vice President-	Marcos A. Diaz
Secretary -	Rodolfo Linares
Treasurer (CFO) -	Vacant (Jose Barajas)
Director -	Vacant (Luciana Corrales)
Director -	Steven Kinney
Director -	Rosaleah Pallasigue - Absent

4. Public Comments

None at this time.

5. **ELECTION OF CORPORATION PRESIDENT**
The Board of Directors elected Marcos A. Diaz as the Corporation President.

Move: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

6. **ELECTION OF CORPORATION VICE PRESIDENT**
The Board of Directors elected Rodolfo Linares as the Corporation Vice-President.

Move: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

7. **ELECTION OF CORPORATION SECRETARY**
The Board of Directors elected Steven Kinney as the Corporation Secretary.

Move: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

8. **ELECTION OF CORPORATION TREASURER (CFO)**
The Board of Directors elected Rosaleah Pallasigue as the Corporation Treasurer (CFO).

Move: Martinez Second: Kinney Vote: 4 Ayes - 1 Absent (P)

9. **ELECTION OF CORPORATION DIRECTOR**
The Board of Directors elected Antonio Martinez as the Corporation Director.

Move: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

10. **INCUMBENCY AND SIGNATURE CERTIFICATE OF THE CORPORATION**
The Board of Directors approved the Incumbency and Signature Certificate of the Corporation authorizing J. Arturo Sanchez Macias, Deputy Superintendent of the San Ysidro School District to execute and deliver payments and communication with banks assigned to existing Certificates of Participation.

Move: Martinez Second: Linares Vote: 4 Ayes - 1 Absent (P)

11. **RESOLUTION 16/17-3900**
The Board of Directors adopted Resolution #16/17-3900 of the Board of Directors of the San Ysidro Schools Financing Corporation authorizing delivery and sale of 2016 Refunding Certificates of Participation in the maximum principal amount of $7,900,000 and approving related documents and actions.

Move: Linares Second: Kinney Vote: 4 Ayes - 1 Absent (P)

12. OTHER MATTERS
None at this time.

Corporation Director Martinez made a motion to adjourn the meeting seconded by Corporation Vice-President Linares. The vote was 4 Ayes - 1 Absent (P).

13. The meeting was adjourned at 7:35 p.m.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ADOPTION OF 2015-2016 UNAUDITED ACTUALS FINANCIAL REPORT

BACKGROUND INFORMATION:
AB1200 requires local educational agencies (LEA) to submit their Unaudited Actuals Financial Reports to their county office of education. Districts should use the California Department of Education's SACS software. Reports are due upon completion, but no later than September 15th of each year.

REPORT UNDER SEPARATE COVER

RECOMMENDATION:
Approve the adoption of the 2015-2016 Unaudited Actuals Financial Report.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☒ No	
N/A (Amount)	N/A (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 2015-2016 EDUCATION PROTECTION ACCOUNT (EPA) YEAR-END EXPENDITURE REPORT

BACKGROUND INFORMATION:
Proposition 30, *The Schools and Local Public Safety Protection Act of 2012,* approved by voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA).

The San Ysidro School District Governing Board approved the EPA Spending Plan for 2015-2016 on June 11, 2015. At that time, revenue and expenditures were estimated at $5,377,347.00

At year end of 2015-2016, the actual amount allocated to the District increased to $6,317,081.00 with a corresponding reduction to the LCFF based revenue. Expenditures were allocated to certificated and classified salary costs as described in the original Spending Plan. Funds associated with Proposition 30 do not increase the District's annual revenue. The 2015-2016 unrestricted revenue and expenditures of $6,317,081.00 were reduced from the District's initial allocation for general funds.

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

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

Unrestricted Revenues & Expenditures		
$6,317,081.00	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

2015-2016 Education Protection Account Program by Resource Report Expenditures by Obj - Detail

Expenditures through: June 30, 2016

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	-
LCFF	8010-8099	6,317,081.00
Federal Revenue	8100-8299	-
Other State Revenue	8300-8599	-
Other Local Revenue	8600-8799	-
All Other Financing Sources and Contributions	8900-8999	-
Deferred Revenue	9650	-
TOAL AVAILABLE		6,317,081.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)	Object Codes	
Teacher	1100	3,927,053.54
Health Clerk	2200	154,407.51
Custodian	2200	864,035.28
Licensed Vocational Nurse	2200	14,539.49
STRS, Certificated Positions	3111	425,440.72
PERS, Certificated Positions	3211	-
PERS Classified Positions	3212	109,542.20
OASDI, Certificated Positions	3311	31.96
OASDI, Classified Positions	3312	61,089.83
Medicare Certificated Position	3321	56,322.79
Medicare Classified Positions	3322	14,950.52
Alt Retirement System, Class	3332	358.82
Health & Welfare Benefits, cer	3401	395,207.41
Health & Welfare Benefits, cla	3402	158,131.52
State Unemployment Insurance,	3501	1,987.75
State Unemployment Insurance,	3502	517.79
Workers' Compensation Insuranc	3601	105,714.02
Workers' Compensation Insuranc	3602	27,749.85
		-
		-
		-
TOTAL EXPENDITURES AND OTHER FINANCING USES		$ 6,317,081.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		-

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION #16/17-3102

BACKGROUND INFORMATION:
The District is a public school district organized and operated relative to the laws of the State of California; and from time-to-time the District finances and refinances the construction, acquisition, equipping and improvement of its schools and school facilities through the issuance of tax-exempt bonds, including the issuance of general obligations bonds pursuant an authorization to issue not to exceed $250,000,000 aggregate principal amount of general obligation bonds (the "1997 Authorization") approved by the voters at an election duly called and regularly conducted within the District on March 4, 1997, and thereafter canvassed pursuant to applicable law.

The District now finds it prudent to involve the community in its capital facilities financing program through the establishment of a citizens' oversight committee (COC) which will provide advice and counsel relating to the Program and wishes to establish a COC and authorize the development of a policy, procedure and/or bylaws and other applicable guidelines to address the form, purpose, appointment, and related matters of the COC.

RECOMMENDATION:
Approve the adoption of Resolution #16/17-3102, intent to establish a Citizens' Oversight Committee (COC) for its Capital Facilities Financing Program.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☐ Yes ☐ No	
N/A (Amount)	N/A (Name of funding source and/or location)	(Funding account number)

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

Superintendent's Office Certification:

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

RESOLUTION NO. 16/17-3102

RESOLUTION OF INTENT OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT TO ESTABLISH A CITIZENS' OVERSIGHT COMMITTEE FOR ITS CAPITAL FACILITIES FINANCING PROGRAM

WHEREAS, the San Ysidro School District ("District") is a public school district organized and operated relative to the laws of the State of California; and

WHEREAS, from time to time the District finances and refinances the construction, acquisition, equipping and improvement of its schools and school facilities through the issuance of tax-exempt bonds, including the issuance of general obligations bonds pursuant an authorization to issue not to exceed $250,000,000 aggregate principal amount of general obligation bonds (the "1997 Authorization") approved by the voters at an election duly called and regularly conducted within the District on March 4, 1997, and thereafter canvassed pursuant to applicable law; and

WHEREAS, the District now finds it prudent to involve the community in its capital facilities financing program (the "Program") through the establishment of a citizens' oversight committee (the "Committee") which will provide advice and counsel relating to the Program; and

WHEREAS, the Board wishes to establish a Committee and authorize the development of a policy, procedure and/or bylaws and other applicable guidelines to address the form, purpose, appointment, and related matters of the Committee.

NOW, THEREFORE, THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated by this reference.

Section 2. The Board hereby authorizes the Superintendent and the Deputy Superintendent, or any designee thereof (the "Authorized Officers"), to develop a Board policy, administrative regulation and/or Committee bylaws and guidelines (collectively, "Policy and Procedure") for the Committee. The Authorized Officers are hereby directed to work with such consultants to the District, including the District's financial advisor and bond counsel, as may be necessary to assist in the development of the Policy and Procedure.

Section 3. Officers of the Board and the Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 4. The provisions and terms of this Resolution shall be effective upon adoption.

APPROVED, PASSED, AND ADOPTED on August 23, 2016.

ATTEST:

By: _____
President of the Governing Board
San Ysidro School District

By: _____
Clerk of the Governing Board
San Ysidro School District

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION #16/17-3605 TO ESTABLISH A CAPITAL PROJECT FUND FOR BLENDED COMPONENT UNITS

BACKGROUND INFORMATION:
School districts are authorized by the Mello-Roos Community Facilities Act of 1982 to establish a capital project fund for blended component units. This fund is used to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended components units of the LEA under General Accepted Accounting Principles (GAAP). The District is required to segregate these expenditures from all other expenditures it receives.

Administration would like to establish a restricted fund to be known as the Capital Project Fund for Blended Component Units for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended components units of the LEA. This fund is also known as District Fund 49-01, 49-02, 49-03 (ARMS 4188).

RECOMMENDATION:
Approve the adoption of Resolution #16/17-3605.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

Resolution No. 16/17-3605

RESOLUTION TO ESTABLISH A CAPITAL PROJECT FUND
FOR BLENDED COMPONENT UNITS

On motion of Member _____, Seconded by Member _____, the following resolution is adopted:

WHEREAS, school districts are authorized by the Mello-Roos Community Facilities Act of 1982 to establish a capital project fund for blended component units; and

WHEREAS, this fund is used to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended components units of the LEA under General Accepted Accounting Principles (GAAP); and

WHEREAS, the District is required to segregate these expenditures from all other expenditures it receives;

THEREFORE, BE IT RESOLVED, that the Governing Board hereby establishes a restricted fund to be known as the Capital Project Fund for Blended Component Units for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered blended components units of the LEA.

PASSED AND ADOPTED by the Governing Board on the 23rd of August of 2016 by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

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

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

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

BACKGROUND INFORMATION:
School districts are authorized by Government Code, Section 53311 to establish a restricted fund known as the Capital Projects Fund for Blended Component Units (Fund 49-01, 49-02, 49-03), also known as ARMS No. 4582 to the San Diego Auditor and Treasure's Office. This fund which was established by the District for the purpose of Capital Projects is no longer required.

The District recommends ***closing*** the restricted fund with the San Diego County Auditor and Treasurer named Capital Projects Fund for Blended Component Units (Fund 49-01, 49-02, 49-03) under CFD District 82 (ARMS No. 4582); and to ***transfer*** balances to Capital Projects District Fund 49-01, 49-02, 49-03 under the San Ysidro School District (ARMS 4188). The total amount to be transferred is $2,027,478.29 from the following funds:

- Fund 49-01 (CFD No. 1) $300,285.04
- Fund 49-02 (CFD No. 2) $436,238.14
- Fund 49-03 (CFD No. 3) $1,290,955.11

RECOMMENDATION:
Approve the adoption of Resolution #16/17-3606.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

RESOLUTION NO. 16/17-3606

RESOLUTION TO CLOSE FUND 49-01, 49-02, 49-03 UNDER CFD DISTRICT 082
AND TRANSFER BALANCES TO FUND 49 UNDER DISTRICT 033 FOR
CFD NO. 1, NO. 2, AND NO. 3

On motion of Member _____, Seconded by

Member _____, the following resolution is adopted:

WHEREAS, San Ysidro School District, County of San Diego, State of California (District) is duly authorized and existing under the law of said state: and

WHEREAS, school districts are authorized by Government Code, Section 53311 to establish a restricted fund known as the Capital Projects Fund for Blended Component Units (Fund 49-01, 49-02, 49-03); and

WHEREAS, the Capital Projects Fund for Blended Component Units (Fund 49-01, 49-02, 49-03) also known as ARMS No. 4582 to the San Diego Auditor and Treasure's Office established by the District for the purpose of Capital Projects is no longer required.

WHEREAS, a balance of $2,027,478.29 remains in the fund.

- Fund 49-01 (CFD No. 1) $300,285.04
- Fund 49-02 (CFD No. 2) $436,238.14
- Fund 49-03 (CFD No. 3) $1,290,955.11

THEREFORE, BE IT RESOLVED, that the San Ysidro School District shall ***close*** the restricted fund with the San Diego County Auditor and Treasurer named Capital Projects Fund for Blended Component Units (Fund 49-01, 49-02, 49-03) under CFD District 82 (ARMS No. 4582); AND ***transfer*** balances to Capital Projects District Fund 49-01, 49-02, 49-03 under the San Ysidro School District (ARMS 4188)

PASSED AND ADOPTED by the Governing Board on the 23rd of August of 2016 by the following vote:

AYES: NOES: ABSENT:

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

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

_____
Clerk of Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: PUBLIC HEARING OF THE WAIVER SUBMISSION FOR TRANSITIONAL KINDERGARTEN LENGTH OF DAY

BACKGROUND INFORMATION:
According to California Ed Code 37202(a) Transitional Kindergarten (TK) programs must be of equal length to any kindergarten programs operated by the same district.

When there is a change of length of time at a district's Transitional Kindergarten from their regular Kindergarten programs, districts must seek a waiver for approval with the California Department of Education.

California Department of Education requires a board approved waiver for Vista Del Mar Elementary and Smythe Elementary where both schools offer a half day Transitional Kindergarten program and full day kindergarten programs.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☒ No

Requisition #

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

Julio Fonseca, Ed.D.
Superintendent

Please Post

NOTICE OF PUBLIC HEARING

In compliance with Education Code, Section 37202(b), the Governing Board of Education of the San Ysidro School District invites you to attend a public hearing to discuss and provide feedback regarding the renewal and submission of a waiver request for Transitional Kindergarten programs at Vista Del Mar and Smythe Elementary Schools to the California Department of Education.

Said hearing will take place on:

DATE: August 23, 2016

TIME: 4:00 p.m.

PLACE: San Ysidro District Office
Board Room
4350 Otay Mesa Road
San Ysidro, California 92173

4350 Otay Mesa Rd., San Ysidro, CA 92173-1685 (619) 428-4476 Ext. 3021 Fax (619) 428-1505 E-mail: julio.fonseca@sysd.k12.ca.us

San Ysidro School District

Quality education and opportunity for all students to succeed

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

Julio Fonseca, Ed.D.
Superintendent

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

En cumplimiento con el Código de Educación sección 37202(b), la Mesa Directiva de Educación del Distrito Escolar de San Ysidro les invita a una audiencia pública para discutir y obtener sus comentarios referente a la renovación y sumisón de la forma de renuncia de los programas de Kinder Transicional en las escuelas primarias Vista Del Mar y Smythe al Departamento de Educación de California.

Dicha sesión tendra lugar en:

FECHA: 23 de agosto del 2016

HORA: 4:00 p.m.

LUGAR: Oficinas del Distrito Escolar
Sala De Juntas
4350 Otay Mesa Road
San Ysidro, California 92173

4350 Otay Mesa Rd., San Ysidro, CA 92173-1685 (619) 428-4476 Ext. 3021 Fax (619) 428-1505 E-mail: julio.fonseca@sysd.k12.ca.us

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: RESOLUTION NO. 16/17-0002 TO APPROVE A WAIVER SUBMISSION FOR TRANSITIONAL KINDERGARTEN PROGRAMS

BACKGROUND INFORMATION:
According to California Ed Code 37202(b) Transitional Kindergarten (TK) programs must be of equal length to any kindergarten programs operated by the same district. When there is a change of length of day for a grade level such as Transitional Kindergarten from regular Kindergarten, districts must seek a waiver with the California Department of Education (CDE). In addition, Governing Board approval is required in order to submit a waiver to CDE requesting approval of the differentiated length of instructional time between Transitional Kindergarten and Kindergarten programs.

Since the length of day of our Transitional Kindergarten programs at Vista Del Mar and Smythe Elementary Schools is different from the length of time of our traditional Kindergarten programs, it is necessary to request a waiver from the California Department of Education (CDE) in order for our District to offer these programs as they are today. This waiver needs to be submitted annually.

A public hearing is required in order to inform the public of the need for this waiver for school year 2016-17 and all stakeholders were encouraged to participate.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☒ No

Requisition #

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. 16/17-0002

Resolution to Approve a Waiver Submission for Transitional Kindergarten Length of Day for 2016-2017

On motion of Member, _____
Seconded by Member, _____
The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with Ed Code 37202(a), held a public hearing on August 23rd, 2016, at 4:00 p.m. and which did not take place during or immediately following school hours, and;

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

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

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the purpose and requirements of the waiver in order to comply with Ed Code 37202(a), the equity length of time requirement for transitional kindergarten and kindergarten programs.

WHEREAS, the waiver for transitional kindergarten is a request to waive the length of time for Vista Del Mar Elementary and Smythe Elementary schools to be half day.

THEREFORE, IT IS RESOLVED that for the 2016-2017 school year, the San Ysidro School District will offer half day Transitional Kindergarten at Vista Del Mar Elementary and Smythe Elementary.

PASSED AND ADOPTED by the Governing Board on August 23rd, 2016 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Steven Kinney, Clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 16/17-0002 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said August 23rd, 2016.

_____
Steven Kinney
Clerk to the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: NEW DISTRICT LOGO – THIRD READING AND ADOPTION

BACKGROUND INFORMATION:
As part of the new image for the District, Administration is submitting a draft of the new logo designed to reflect a "New Day in San Ysidro." The new logo speaks more to the overall goals and direction of the District. The path represents the District being the "gateway" or providing a path to success, and the sun represents that success.

On July 14, 2016, the Governing Board requested that a survey be sent out and published on the District's website in order to receive input from employees and community. The survey results are being provided to the Board for their review.

RECOMMENDATION:
Approve third reading and adoption of the new logo for the San Ysidro School District.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2016-17 Budget? ☐ Yes ☐ No

Requisition # from PeopleSoft:

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

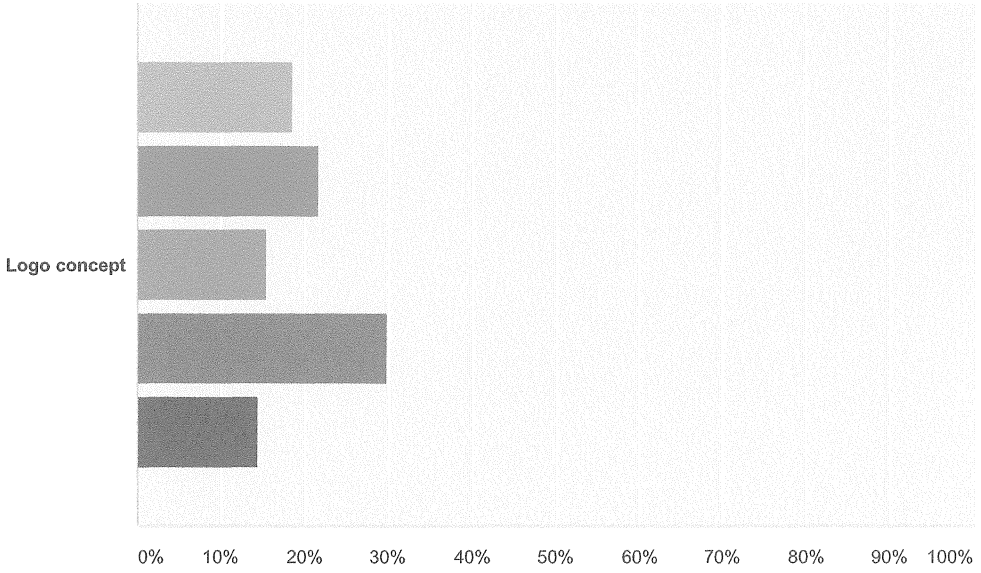
Recommended for: ☒ Approval ☐ Denial Certification Requested ☒ Yes ☐ No

Superintendent's Office Certification:

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

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

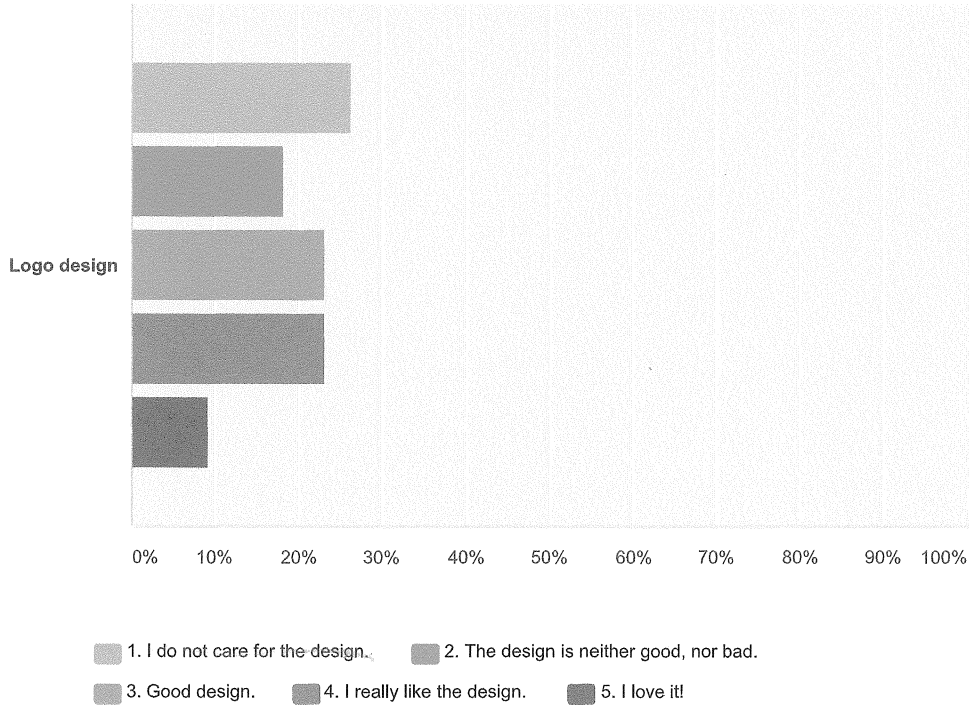
Answered: 97 Skipped: 14



	1. The logo does not match the mission or values of the District.	2. The logo is off the mark in representing the District.	3. The logo fits the District, but could be improved.	4. Logo closely matches the mission and values of the District.	5. The logo is great and matches the mission and values of the District.	Total
Logo concept	18.56% 18	21.65% 21	15.46% 15	29.90% 29	14.43% 14	97

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

Answered: 99 Skipped: 12



	1. I do not care for the design.	2. The design is neither good, nor bad.	3. Good design.	4. I really like the design.	5. I love it!	Total
Logo design	**26.26%** 26	**18.18%** 18	**23.23%** 23	**23.23%** 23	**9.09%** 9	99

5. How can we improve this logo design? Please keep your responses to 50 words or less.

COMMENTS FROM SURVEY:
1. no uniform for the kids and better cafeteria food
2. Hill looks like a tongue. Maybe add the silhouette of a child going up the hill towards the sun.
3. Is fine like this
4. What does this represent? The road/path to success? Why hills? Why that seal shape? The color and look just does not speak San Ysidro to me. Its missing its meaning.
5. it should have something that represents education. (book, apple, students, teachers, pencil, etc.) this logo looks like a highway sign.
6. Change the color, It needs yellow and other colors.
7. Make it school/student/community related
8. This logo is shows nothing with students or school. Please this is awful. My children can do better.
9. I would like to see a child or children to reflect is about them and/ or school or teacher. While seeing this logo I think of a church not a school or children. Hope my input helps. Just a constructive criticism. Thank you
10. It looks like a spiky sun behind a tongue, inside a police badge. Almost anything would be better than that!
11. Show us what it will look like when copied onto paper in black and white. Does it look as compelling?
12. For me I see it and I get the feeling that I am walking towards a brighter future. If that's what it is suppose to reflect then I really love it!
13. To remove the caring hand of the long-time logo is a mistake! I believe in where the district is going, but a shield! Come one that's a logo for a sports team.
14. I like the logo design, however, I think a nice addition to it would be to have a few students walking on the road.
15. I like the font, the picture is a little plain. Maybe something with children.
16. Make the "heart shape" of the road more recognizable --more heart shaped
17. There are no images of students (hands, bodies, heads/faces). Road to success is not always easy, it is a like a patch work or puzzle and you need to jump hurdles. It also takes team work and support.
18. You could keep the old design, what is wrong with the old one? It represents some hands and a mother or teacher leading a student. The new log is just a

5. How can we improve this logo design? Please keep your responses to 50 words or less.

COMMENTS FROM SURVEY:
pathway to the sun. The old logo could be the same but with a modern twist still the two people.in the pictures maybe walking to the path of success.
19. Don't know. I liked the old one.
20. why change it?
21. The image on the design is good, yet the font used to write San Ysidro could be improved. In my opinion, it looks casual and not representative of the district.
22. Use less rays on the sun.
23. The logo looks very generic. It should incorporate some image of students.
24. An image that reflects students or children
25. It needs children, more color
26. Something that represents students & easy to see what our mission is but kid friend
27. Include children why was the previous one changed. It has children.
28. You can improve it by using a logo that will represent the future academic success of our students....the mountains and the sun has nothing to do with representing student success.
29. I like the shied and the sun, but the darker part seems weird. I don't get it. That little thin strip throws me off. Is the dark area part of a heart shape? Needs something to show the road to COLLEGE! LIKE FONT Thanks
30. Use more vibrant, resounding colors.
31. I think adding an image with an adult leading the children down the path would add to our vision. Just an idea.
32. The sun is great, the other part is off. Heart? Mountains? color is good.
33. What I can see in the logo is a road to the bright future for all our San Ysidro students.
34. add something either U.S.A. related or & local heritage-related
35. The mountains look like something else and are symbolic of obstacles.
36. By adding "Quality education and opportunity for all students to succeed" to the logo.
37. In my opinion, the logo looks like a police badge...or a tongue. :(

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION #16/17-3101

BACKGROUND INFORMATION:
Pursuant to Education Code 42632, the Governing Board is required to designate authorized persons to sign all Commercial Warrants in the name of the San Ysidro School District. In addition, banks and the San Diego County Office of Education require a Resolution designating the authorized signers on bank accounts and school orders.

The District's authorized signers for all the commercial warrants, bank account checks and school orders for fiscal year 2016-17 are the Superintendent and Deputy Superintendent. The District would like to include the San Ysidro Middle School's principal as a designated authorized signer for the Associated Student Body (ASB) account only.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☒ No

Requisition # from PeopleSoft:

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. 16/17-3101

AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2016-2017

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective **August 23, 2016.**

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
   a. **Cash Clearing Account:** established with an initial balance of $1,000 to deposit funds awaiting transfer to County Treasury.
      i. Julio Fonseca, Ed.D., Superintendent
      ii. Jose Arturo Sanchez Macias, Deputy Superintendent

   b. **District Revolving Cash Fund Account:** established with an initial balance of $5,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
      i. Julio Fonseca, Ed.D., Superintendent
      ii. Jose Arturo Sanchez Macias, Deputy Superintendent

   c. **Beyer School Revolving Cash Fund Account:** established with an initial balance of $400 for Beyer School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Julio Fonseca, Ed.D., Superintendent
      ii. Jose Arturo Sanchez Macias, Deputy Superintendent

   d. **La Mirada School Revolving Cash Fund Account:** established with an initial balance of $400 for La Mirada School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Julio Fonseca, Ed.D., Superintendent
      ii. Jose Arturo Sanchez Macias, Deputy Superintendent

   e. **Smythe School Revolving Cash Fund Account:** established with an initial balance of $400 for Smythe School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Julio Fonseca, Ed.D., Superintendent
      ii. Jose Arturo Sanchez Macias, Deputy Superintendent

   f. **Sunset School Revolving Cash Fund Account:** established with an initial balance of $400 for Sunset School to reimburse staff members for purchase of low cost instructional and office supplies.
      i. Julio Fonseca, Ed.D., Superintendent
      ii. Jose Arturo Sanchez Macias, Deputy Superintendent

g. **Vista Del Mar School Revolving Cash Fund Account:** established with an initial balance of $400 for Vista Del Mar School to reimburse staff members for purchase of low cost instructional and office supplies.
   i. Julio Fonseca, Ed.D., Superintendent
   ii. Jose Arturo Sanchez Macias, Deputy Superintendent

h. **Willow School Revolving Cash Fund Account:** establish with an initial balance of $600 for Willow School to reimburse staff members for purchase of low cost instructional and office supplies,
   i. Julio Fonseca, Ed.D., Superintendent
   ii. Jose Arturo Sanchez Macias, Deputy Superintendent

i. **San Ysidro Middle School Revolving Cash Fund Account:** established with an initial balance of $600 for San Ysidro Middle School to reimburse staff members for purchase of low cost instructional and office supplies.
   i. Julio Fonseca, Ed.D., Superintendent
   ii. Jose Arturo Sanchez Macias, Deputy Superintendent

j. **Ocean View Hills School Revolving Cash Fund Account:** established with an initial balance of $600 for Ocean View Hills School to reimburse staff members for purchase of low cost instructional and office supplies.
   i. Julio Fonseca, Ed.D., Superintendent
   ii. Jose Arturo Sanchez Macias, Deputy Superintendent

k. **Associated Student Body (ASB) Account:** established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
   i. Julio Fonseca, Ed.D., Superintendent
   ii. Jose Arturo Sanchez Macias, Deputy Superintendent
   iii. **Roberto Carrillo, Principal** *(Remove all others)*

l. **Camp Account:**
established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
   i. Julio Fonseca, Ed.D., Superintendent
   ii. Jose Arturo Sanchez Macias, Deputy Superintendent

2. Authorized signers on School Revolving Cash Fund Bank Accounts designated as "Principal" may be changed upon approval of the Superintendent or designee without further Board resolution.

3. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders ("Commercial Warrants") in the name of the San Ysidro School District, drawn on the funds of said district.

Name	Position	Manual Signature
Julio Fonseca, Ed.D.	Superintendent	
Jose Arturo Sanchez Macias	Deputy Superintendent	

PASSED AND ADOPTED by the Governing Board on this 23rd day of August, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Steven Kinney, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand this 23rd day of August 2016.

_____
Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Facilities and Transportation
Victor Guzman, Director

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

BACKGROUND INFORMATION:
Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the CMAS contract and Base GSA Schedule.

The District wishes to acquire services such as purchase, warranty and installation of floor covering and related products/items under the Department of General Services, Procurement Division CMAS contract #4-14-72-0057A and Base GSA Schedule #GS-27F-0504H awarded to KYA Services, LLC. The District would receive significant savings if purchased through this CMAS contract.

On September 10, 2015, the Governing Board approved Resolution No. 15/16-3123 to acquire the services from KYA Services, LLC. The District would like to use these services during 2016-17 school year to continue receiving significant savings for the District's flooring replacement needs. The KYA contract is still valid and is due to expire on December 31, 2017.

RECOMMENDATION:
Approve to activate Resolution #15/16-3123 for services under KYA Services, LLC for flooring products and services to be paid from the general and redevelopment funds.

☐ Renewal ☒ New ☐ Ammendment ☐ Ratify ☐ Other Business Services Reviews: pasy

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

TBD	General and Redevelopment	21-10
(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. 15/16-3123

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

ON MOTION of Member Linares seconded by Member Diaz, the following resolution is adopted effective October 8, 2015.

WHEREAS, the District wishes to procure carpet purchase, warranty and installation of floor covering and related products through the Department of General Services (DGS), KYA Services LLC, CMAS Contract #4-14-72-0057A and Base GSA Schedule #GS-27F-0504H

WHEREAS, the State makes this CMAS contract available to State and local government agencies including K-12 schools empowered to expend public funds. Each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

WHEREAS, Contract Code authorizes school districts to obtain products and/or services under certain conditions requiring the Board to determine that the contract is in the best interests of the District, and all payments to the vendor will be under the same terms and conditions as the main agreement; and

WHEREAS, Public Contract Code 10299 authorizes State agencies and local agencies including school districts to contract with suppliers awarded the contracts without further bidding and to utilize state contracts, master agreements, multiple award schedules and cooperative agreements; and

WHEREAS, the District has determined that it is in the best interest to purchase carpeting related items saving administration time and legal advertising costs to bid for the procurement of this equipment; and

WHEREAS, the District is authorized, pursuant to Public Contract Cod, to use CMAS contracts on an optional basis under certain conditions that employs some or all of the factors listed above; and

NOW THEREFORE, the Governing Board of the District finds as follows:

1. The above recitals are true and correct.
2. That the District's procurement of purchase, warranty and installation of floor covering and related products (carpeting) related items utilizing the Department of General Services, Procurement Division's CMAS contract #4-14-72-0057A and Base GSA Schedule #GS-27F-0504H, is in the best interests of the District;
3. All Payments to the Vendor will be under the same terms as the DGS contract awarded to KYA Services, LLC.

PASSED AND ADOPTED by the Governing Board on this 8th day of October 2015, by the following vote:

AYES: 5 NOES: 0 ABSTAIN: 0 ABSENT: 0

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Rodolfo Linares, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Governing Board at a regularly scheduled and conducted meeting held on said date.

WITNESS my hand this 8TH day of October, 2015.

Rodolfo Linares
Clerk of the Governing Board

March 3, 2014

John Anthony Leyds
KYA Services LLC
1522 Brookhollow Drive, Suite #3
Santa Ana, CA 92705

Subject: KYA Services LLC's California Multiple Award Schedule (CMAS)

CMAS Contract No.:	**4-14-72-0057A**
CMAS Contract Term:	**March 3, 2014 through December 31, 2017**
Base GSA Schedule No.:	**GS-27F-0504H**

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: **1)** this acceptance letter, **2)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **3)** CMAS terms and conditions, **4)** Federal GSA terms and conditions, and **5)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q1-2014 (JAN-MAR) DUE BY APR 15, 2014.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4394. Thank you for your continued cooperation and support of the CMAS Program.

Faustino Marquez

FAUSTINO MARQUEZ, Program Analyst
California Multiple Award Schedules Unit

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

KYA Services LLC

CONTRACT NUMBER:	**4-14-72-0057A**
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	3/3/2014 through 12/31/2017
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-27F-0504H
BASE SCHEDULE HOLDER:	Carpet Resources, Inc.

This contract provides for the purchase, warranty, and installation of floor covering and related products. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm. This requirement is not applicable to local government entities.

CONTRACT RESTRICTION FOR CARPET PURCHASES

State agencies using this contract are bound by the requirements of Management Memo 10-01, which requires carpet purchased by State agencies shall be certified to meet the NSF/ANSI 140-2007 Standard at its Platinum level. A comprehensive searchable database of all carpet products certified to meet this Standard can be found at www.carpet-rug.org, then select the link to the NSF/ANSI carpet platforms.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read Attachment C entitled "INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF CARPET AND OTHER FLOOR COVERINGS" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.
Contractor non-compliance with the requirements of this contract may result in contract termination.

Effective Date: 3/3/2014

FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedules

CURRICULUM & INSTRUCTION

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: LICENSES FOR THE RENAISSANCE LEARNING PROGRAM AS A SUPPLEMENTAL CURRICULUM FOR INDEPENDENT LITERACY/NUMERACY

BACKGROUND INFORMATION:
The Renaissance Place hosted platform frees up technology resources, delivers automatic updates to powerful new product features, and gives districts and schools instant access to real-time data to improve student outcomes. This new generation of web-based technology supports Accelerated Reader 360, Accelerated Math, Accelerated Math Fluency and STAR 360 providing a broader, deeper and better information for teachers, students, parents, and administrators.

Some of the benefits of the Renaissance Learning Program are: • *STAR 360* tracks how students are responding to intervention and instruction using a research-based growth model to help set attainable goals. • *Accelerated Math* provides deep math practice at the unique levels students need in order for them to grow—from foundational skills to grade-level standards. • *Accelerated Reader 360* engages students in independent and close reading practice; students work toward personalized reading goals and growth.

RECOMMENDATION:
Approve the purchase of the Renaissance Learning Program for all sites at an estimated cost of $116,415.06 from supplemental and concentration funds.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$116,415.06 (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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: CAYEN TUTORING PROGRAM AS THE INTERVENTION MANAGEMENT SYSTEM FOR ELIGIBLE SCHOOLS IN PROGRAM IMPROVEMENT

BACKGROUND INFORMATION:
Cayen Systems, LLC is a leading software provider of online program management software for educators and non-profit organizations. With over seventeen years of experience in education and nonprofit sectors, and twelve years of SES data management experience, they have earned a reputation as the foremost experts in comprehensive software designed to specifically support the requirements of these programs.

California's transition plan to ESSA has eliminated the Supplemental Education Services of the past, instead requiring "Alternative Supports" which include before and after school academic interventions and high quality academic tutoring programs. Cayen Tutoring will provide the District with an accountability tool including these features:

- Facilitation of the enrollment and placement process
- Efficient and accurate collection of attendance information
- Over 60 standard reports for monitoring and reporting information
- Flexible search tools, data export functions, and customization services

RECOMMENDATION:
Approve Cayen Systems, LLC as the Intervention Management System provider for our District at an estimated cost of $7,085.00 from Title I funds.

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

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

$7,085.00	Title I, Part 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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR LA MIRADA

BACKGROUND INFORMATION:
The Single Plan for Student Achievement (SPSA) is a plan of action to improve academic performance by coordinating all educational services and resources. The California Department of Education (CDE) website explains the legal specifics and purpose of the SPSA as follows:

EC Section 64001 specifies that schools and districts that receive State and Federal or other applicable funding through the District's Consolidated Application (ConApp) process prepare a SPSA for any recipient school. The SPSA is a blueprint to improve the academic performance of all students.

The purpose of the SPSA is to coordinate all educational services at the school. The SPSA shall, at a minimum, address how funds provided to the school through any of the sources identified in EC Section 64000 will be used to improve the academic performance of all pupils. School goals shall be based upon an analysis of verifiable state data. The SPSA must integrate the purposes and requirements of all state and federal categorical programs in which the school participates. The SPSA serves as the organizer for an individual school's improvement process. The plan should be developed with a deep understanding of root causes of student academic challenges and identify and implement research-based instructional strategies to raise the achievement of students who are not yet proficient by state standards. A well-developed SPSA can ensure that students are better equipped to meet the Common Core State Standards in English and Math.

La Mirada's SPSA has been reviewed and approved by their School Site Council as required.

RECOMMENDATION:
Approve the 2016-2017 Single Plan for Student Achievement for La Mirada School.

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

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

N/A	--	
(Amount)	(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

The Single Plan for Student Achievement

School: La Mirada Elementary School

CDS Code: 37 68379 6089007

District: San Ysidro Elementary School District

Principal: Manuela Colom

Revision Date: August 3, 2016

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Manuela Colom

Position: Principal

Phone Number: (619) 428-4476

Address: 222 Avenida de la Madrid
San Ysidro, CA 92173-1508

E-mail Address: mcolom@sysd.k12.ca.us

The District Governing Board approved this revision of the SPSA on August 23, 2016.

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School Vision and Mission

La Mirada Elementary School's Vision and Mission Statements
La Mirada Elementary School students will soar to meet new challenges and be prepared to meet all of life's opportunities.

The La Mirada school community soars to great heights in educational excellence by providing a safe, nurturing, and stimulating learning environment that develops responsible, self-directed, and expressive individuals who are contributing members of the community. To reach these heights, all students will participate in an atmosphere of cooperation and trust that creates:

- Acceleration of student achievement
- A balanced curriculum with equal opportunities to learn and excel
- Dignity, respect, and esteem for self, one another, and each other's culture and diversity
- Curiosity and motivation for lifelong learning
- Educational opportunities that develop the whole child
- Success-oriented opportunities for parents and the community to participate in the achievement of children

School Profile

La Mirada Elementary School is located in San Ysidro, California and serves approximately 500 students in grade 4-6. The vast majority of the students are Hispanic or Latino (97%). Our socioeconomically disadvantaged students rate is 91%, our English Learner rate is 72%, and our Students with Disabilities is 9.7%.

As stated in our School Accountability Report Card, our school community is committed to nurturing a safe environment that encourages self-confidence, responsibility and innovative thinking, while promoting lifelong learning. These accomplishments are achieved through unified efforts as we enbraced the uniqueness of all children. Students are viewed as the foundation for a strong community.

As participants of this community, it is our obligation to instill the belief all students can achieve. It is our responsibility to express that every child must have the opportunity for increased academic achievement. We have created a community where all members see individual students as a whole person ans seek out additional information in order to characterize overall success.

Our pledge to the La Mirada community is to continue to seek out experiences, which allow us to continuously grow in a positive manner, all in the best interest of student growth. It is our responsibility to define and reassess strength and weaknesses within our school, and to continue to make changes accordingly. Our commitment is to tap into a variety of resources that allow us the opportunity to enhance our educational program.

It is the belief of La Mirada Elementary School that students can and will excel in an environment that is tailored to their evolving needs. It is due to this belief that we have been able to successfully develop a comprehensive educational program that celebrates and promotes ethnic and cultural diversity, infividuality, and emotional, intellectual, and social eminence. We strive to provide students with not only the support and encouragement to accomplish such feats, but the means to do so as well.

In our long-standing tradition of excellence, we maintain a commitment to our students, parents, community members, and staff to provided the best educational experience possible. We renew this commitment yearly in hopes that together, we will continue to improve our effectiveness in educating the students of today, preparing them to become productive citizenship of tomorrow. It is in light of this fact that we welcome any suggestions, ideas, or comments you may have.

We will continue to challenge ourselves to increase academic achievement. We will continue to reflect on the road toward our success, and maintain our persistence to examine the past and the present in order to continue to make positive gains towards the future. We recognize our primary focus for all our students is to assist them in tapping into their individualized efforts and strength. Our commitment is to band together, celebrate our diligence, and energies to continue down this path of excellence.

Parental Involvement
Parents assists the school by volunteering in activities. Parents also participate in the School Site Council (SSC), English Learners

Advisory Committee (ELAC), and District English Learner Advisory Committee (DELAC).

The community is supportive of the health and well-being of students at La MIrada Elementary School. The San Ysidro School District works with the state's Healthy Start and Even Start Programs to provide year-round services to parents and children within the community. Healthy Start services but are not limited to family and individual counseling and referrals for legal issues, substance abuse, family violence, and emergency services. Through Even Start, which focuses on children from birth to age 5, the district coordinates services to help parents gain the skills needed to become full partners in the education of their young children.

Teachers at La Mirada Elementary School meet the No Child Left Behind Highly Qualified Teacher requirement. All teachers and support staff are committed to improving professional knowledge and skill, and increasing student achievement through deep implementation of Common Core Standards using Curriculum Alignment as a research-based framework.

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

La Mirada Elementary has implemented surveys on parent involvement, teacher needs, and will implement surveys throughout the school year to set a baseline in other areas.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

During formal/ informal observations the site administrator monitors the implementation of the California Common Core Standards and provides feedback to teachers.
Classroom observations may be formal or informal and are conducted weekly for different purposes . Formal observations are part of the evaluation process, they may be scheduled or unannounced, and may last from 20 -30 minutes with follow up feedback. Informal observations or walk- throughs are short 5-10 minutes visits with immediate feedback. The purpose of informal observations is to monitor instruction, and to provide assistance to teachers with the goal of student success.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

   La Mirada Elementary is using teacher created California Common assessment to assess student performance.The results are analyzed and discussed amongst staff during PLCs and Unit Data Reflection meetings to inform instructional practices, lesson design and delivery.
   CELDT data will be used to create groups for designated ELD time in order to meet AMAO 1 and AMAO2 for English Language Learners

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

   Results from district CCS benchmark assessments will be used during grade level data reflection meetings as well as individual student monitor meetings with the principal. The purpose of these meetings is for teachers to collaborate in order to make modifications to instruction to better meet the academic needs of our students. These meetings also provide a structure to focus on curriculum, instruction, and student learning
   La Mirada Elementary will use data to support students in small group instruction during the school day and for intervention during extended day.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

   100% of La Mirada teachers meet the requirements for highly qualified staff.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

   La Mirada Elementary teachers hold valid California Credentials and participate in on-going professional development that includes district trainings and professional learning communities.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

   The curriculum used at La Mirada is a combination of the SBE-adopted materials and Common Core Standards. Teachers have participated in CCSS staff development during the summer.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

   Staff development has been 100% aligned to the Common Core Standards adopted by the state of California. Assessments were created based on Common Core Standards Matrices.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

A lead Instructional teacher has been assigned to La Mirada to support teachers in the implementation of the Common Core Standards. Teachers at La Mirada Elementary collaborate at least twice per month.
The result of the data reflection meeting is a set of instructional agreements that teacher make to help move students towards benchmark.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Instruction and materials are aligned to the Common Core Standards. Teachers participated in a summer institute to review the Smarter Balanced Blue Print and analyze New Common Core State
Standards to create an assessment matrix. In addition, five units (formative assessments) aligned to the Common Core were created. and are currently being used as the district assessment benchmarks

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Al La Mirada there is a 2.5 hour English Language Arts block, 45 minutes of designated ELD time for ELL's and 60 minutes of math instruction.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Teachers at La MIrada Elementary follow a district, teacher created, matrix with 5 week teaching periods per unit.
Unit Benchmark Assessments, teachers will make necessary adjustments with lesson pacing based on the agreements made during data reflection meetings

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

Until new CCSS materials are adopted, La Mirada teachers will continue to use our district adopted materials in English,Language Arts, Math, Social Science, and Science with the support of Common Core supplementary materials recommended by teachers and Educational Services to adapt our instruction to the new Common Core Standards.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Every student at La Mirada has access to SBE-adopted core materials, including intervention materials

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

During instructional time teachers will assess learning ,and will differentiate instruction accordingly. Small flex groups will enable students to access the core. After school interventions, as well as support in class by teacher on special assignment are in place to support under performing students.

14. Research-based educational practices to raise student achievement

Best Practices, small group instruction, student collaboration, gradual release of responsibility, active student engagement.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

    Parenting classes, parent meetings, teacher conferences are among some of the resources available at Smythe to support parents to help their students. Partnership with Southwestern College for parenting classes was created in an effort to expand parents resources in the community.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

    Teachers at La Mirada Elementary use School Site Council and English Language Learner Committees to help with the planning, implementation, and evaluation of school wide programs.

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

    Instructional Media Resource Aide supports students and teachers by ensuring that CORE and supplemental materials are available when needed.

18. Fiscal support (EPC)

    La Mirada receives additional fiscal support from Educational Services for Teacher Professional Development, materials.

Description of Barriers and Related School Goals

School and Student Performance Data

CAASPP Results (All Students)

English Language Arts/Literacy

2014-15

Overall Achievement									
Grade Level	# of Students Enrolled	# of Students Tested	% of Enrolled Students Tested	# of Students With Scores	Mean Scale Score	Standard Exceeded	Standard Met	Standard Nearly Met	Standard Not Met
Grade 4	192	175	91.1	174	**2380.0**	6	11	15	67
Grade 5	157	137	87.3	124	**2452.0**	7	15	29	48
Grade 6	165	152	92.1	150	**2480.0**	7	24	29	40
All Grades	514	464	90.3	448		7	17	24	53

Grade Level	READING			WRITING			LISTENING			RESEARCH/INQUIRY		
	Demonstrating understanding of literary & non-fictional texts			Producing clear and purposeful writing			Demonstrating effective communication skills			Investigating, analyzing, and presenting information		
	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard
Grade 4	7	26	66	6	29	65	6	49	44	5	39	56
Grade 5	7	39	54	10	45	44	11	51	38	10	62	28
Grade 6	10	37	53	13	44	43	5	63	32	19	55	27
All Grades	8	33	58	10	38	52	7	54	38	11	51	39

Conclusions based on this data:

1. 24 % of students at La Mirada Elementary at least met the standards in grades 4-6. More than 3/4 of the school did not meet standards in Language Arts. Out of the four areas tested in the language arts assessment students have most need in listening and reading.

School and Student Performance Data

CAASPP Results (All Students)

Mathematics

2014-15

Overall Achievement									
Grade Level	# of Students Enrolled	# of Students Tested	% of Enrolled Students Tested	# of Students With Scores	Mean Scale Score	Standard Exceeded	Standard Met	Standard Nearly Met	Standard Not Met
Grade 4	192	183	95.3	181	**2400.0**	5	10	27	57
Grade 5	157	149	94.9	149	**2447.7**	3	11	33	53
Grade 6	165	164	99.4	164	**2459.4**	2	9	38	51
All Grades	514	496	96.5	494		3	10	32	54

Grade Level	CONCEPTS & PROCEDURES			PROBLEM SOLVING & MODELING/DATA ANALYSIS			COMMUNICATING REASONING		
	Applying mathematical concepts and procedures			Using appropriate tools and strategies to solve real world and mathematical problems			Demonstrating ability to support mathematical conclusions		
	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard
Grade 4	9	19	72	4	31	65	6	27	67
Grade 5	6	35	59	3	34	63	3	39	58
Grade 6	5	29	66	2	45	54	5	46	49
All Grades	7	27	66	3	36	61	5	37	59

Conclusions based on this data:

1. 13% of students at La Mirada Elementary meet or exceeded the standards in Math. 87% of students did not meet the standards. The areas of most need are in Concepts and procedures and Problem solving an Modeling/Data analysis.

School and Student Performance Data

CAASPP Results (All Students)

English Language Arts/Literacy

2015-16

Overall Achievement									
Grade Level	# of Students Enrolled	# of Students Tested	% of Enrolled Students Tested	# of Students With Scores	Mean Scale Score	Standard Exceeded	Standard Met	Standard Nearly Met	Standard Not Met

Grade Level	READING			WRITING			LISTENING			RESEARCH/INQUIRY		
	Demonstrating understanding of literary & non-fictional texts			Producing clear and purposeful writing			Demonstrating effective communication skills			Investigating, analyzing, and presenting information		
	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard

Conclusions based on this data:

1.

School and Student Performance Data

CAASPP Results (All Students)

Mathematics

2015-16

Overall Achievement									
Grade Level	# of Students Enrolled	# of Students Tested	% of Enrolled Students Tested	# of Students With Scores	Mean Scale Score	Standard Exceeded	Standard Met	Standard Nearly Met	Standard Not Met

Grade Level	CONCEPTS & PROCEDURES			PROBLEM SOLVING & MODELING/DATA ANALYSIS			COMMUNICATING REASONING		
	Applying mathematical concepts and procedures			Using appropriate tools and strategies to solve real world and mathematical problems			Demonstrating ability to support mathematical conclusions		
	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard	Above Standard	At or Near Standard	Below Standard

Conclusions based on this data:

1.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	2014-15 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#
4	1	1	18	15	48	40	25	21	27	23	119
5	10	10	35	33	39	37	12	11	9	9	105
6	12	12	34	34	28	28	9	9	16	16	99
Total	23	7	87	27	115	36	46	14	52	16	323

Conclusions based on this data:

1. La Mirada Elementary ELL students fall mostly withing the intermediate to early advanced levels. The total percent of students in the two first stages is 30%. The total student percent in advanced or below are 66%. These students must be monitored closely to ensure that they make their yearly progress of one level.

CELDT (Annual Assessment) Results

Grade	2015-16 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#

Conclusions based on this data:

1.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	2015-16 CELDT (Annual Assessment) Results										
	Advanced		Early Advanced		Intermediate		Early Intermediate		Beginning		Number Tested
	#	%	#	%	#	%	#	%	#	%	#

Conclusions based on this data:

1.

School and Student Performance Data

Title III Accountability (School Data)

AMAO 1	Annual Growth		
	2013-14	2014-15	2015-16
Number of Annual Testers	319	323	
Percent with Prior Year Data	100.0%	100%	
Number in Cohort	319	323	
Number Met	177	169	
Percent Met	55.5%	52.3%	
NCLB Target	59.0	60.5	
Met Target	No	No	

AMAO 2	Attaining English Proficiency					
	2013-14		2014-15		2015-16	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	165	169	181	168		
Number Met	39	72	28	76		
Percent Met	23.6%	42.6%	15.5%	45.2%		
NCLB Target	22.8	49.0	24.2	50.9		
Met Target	Yes	No	No	No		

AMAO 3	Adequate Yearly Progress for English Learner Subgroup		
	2013-14	2014-15	2015-16
English-Language Arts			
Met Participation Rate		Yes	
Met Percent Proficient or Above		--	
Mathematics			
Met Participation Rate		Yes	
Met Percent Proficient or Above		--	

Conclusions based on this data:

1. ELL Students at La Mirada Elementary have not met the requirement under AMAO 1 for two school years in a row. In addition, students have not met AMAO2 for long term English learner growth. Based on the data students at La Mirada Elementary will benefit from targeted ELD instruction.

School and Student Performance Data

Title III Accountability (District Data)

AMAO 1	Annual Growth		
	2013-14	2014-15	2015-16
Number of Annual Testers	2778	2743	
Percent with Prior Year Data	100.0		
Number in Cohort	2778	2743	
Number Met	1590	1505	
Percent Met	57.2	54.9	
NCLB Target	59.0	60.5	
Met Target	No	No	

AMAO 2	Attaining English Proficiency					
	2013-14		2014-15		2015-16	
	Years of EL instruction		Years of EL instruction		Years of EL instruction	
	Less Than 5	5 Or More	Less Than 5	5 Or More	Less Than 5	5 Or More
Number in Cohort	2403	958	2377	877		
Number Met	427	491	404	432		
Percent Met	17.8	51.3	17.0	49.3		
NCLB Target	22.8	49.0	24.2	50.9		
Met Target	2403	958	2377	877		

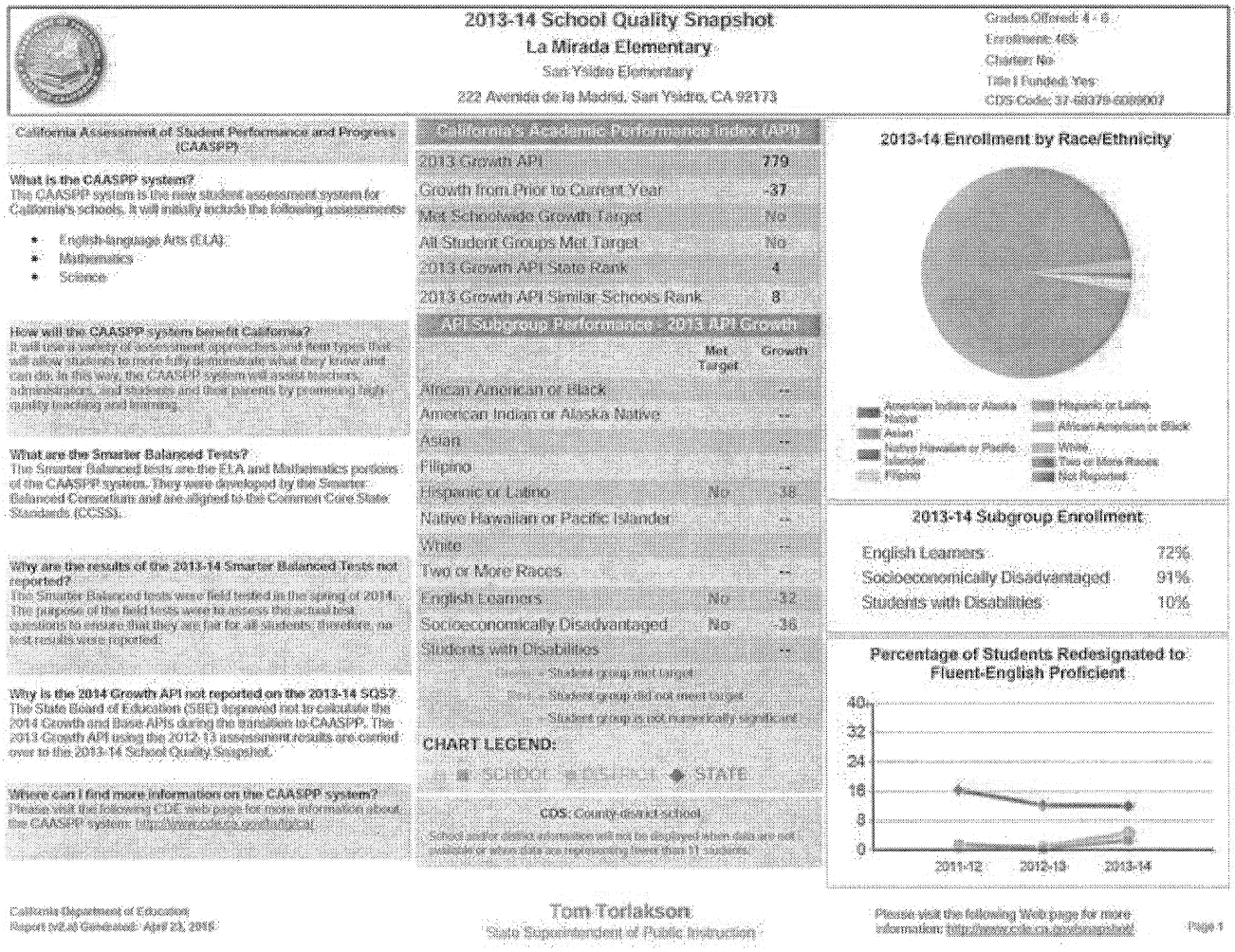
AMAO 3	Adequate Yearly Progress for English Learner Subgroup at the LEA Level		
	2013-14	2014-15	2015-16
English-Language Arts			
Met Participation Rate	Yes	99	
Met Percent Proficient or Above	No	N/A	
Mathematics			
Met Participation Rate	Yes	99	
Met Percent Proficient or Above	No	N/A	
Met Target for AMAO 3	No		

Conclusions based on this data:

1.

School and Student Performance Data

Quality Snapshot



2013-14 School Quality Snapshot

La Mirada Elementary

San Ysidro Elementary

222 Avenida de la Madrid, San Ysidro, CA 92173

Grades Offered: 4 - 6
Enrollment: 465
Charter: No
Title I Funded: Yes
CDS Code: 37-68379-6089907

California Assessment of Student Performance and Progress (CAASPP)

What is the CAASPP system?
The CAASPP system is the new student assessment system for California's schools. It will initially include the following assessments:

- English-language Arts (ELA)
- Mathematics
- Science

How will the CAASPP system benefit California?
It will use a variety of assessment approaches and item types that will allow students to more fully demonstrate what they know and can do. In this way, the CAASPP system will assist teachers, administrators, and students and their parents by promoting high-quality teaching and learning.

What are the Smarter Balanced Tests?
The Smarter Balanced tests are the ELA and Mathematics portions of the CAASPP system. They were developed by the Smarter Balanced Consortium and are aligned to the Common Core State Standards (CCSS).

Why are the results of the 2013-14 Smarter Balanced Tests not reported?
The Smarter Balanced tests were field tested in the spring of 2014. The purpose of the field tests were to assess the actual test questions to ensure that they are fair for all students; therefore, no test results were reported.

Why is the 2014 Growth API not reported on the 2013-14 SQS?
The State Board of Education (SBE) approved not to calculate the 2014 Growth and Base APIs during the transition to CAASPP. The 2013 Growth API using the 2012-13 assessment results are carried over to the 2013-14 School Quality Snapshot.

Where can I find more information on the CAASPP system?
Please visit the following CDE web page for more information about the CAASPP system: http://www.cde.ca.gov/ta/tg/ca/

California's Academic Performance Index (API)

2013 Growth API	779
Growth from Prior to Current Year	-37
Met Schoolwide Growth Target	No
All Student Groups Met Target	No
2013 Growth API State Rank	4
2013 Growth API Similar Schools Rank	8

API Subgroup Performance - 2013 API Growth

	Met Target	Growth
African American or Black		--
American Indian or Alaska Native		--
Asian		--
Filipino		--
Hispanic or Latino	No	-38
Native Hawaiian or Pacific Islander		--
White		--
Two or More Races		--
English Learners	No	-32
Socioeconomically Disadvantaged	No	-36
Students with Disabilities		--

Green = Student group met target
Red = Student group did not meet target
-- = Student group is not numerically significant

CHART LEGEND: SCHOOL ● ● ● ◆ STATE

CDS: County-district-school
School and/or district information will not be displayed when data are not available or when data are representing fewer than 11 students.

2013-14 Enrollment by Race/Ethnicity

2013-14 Subgroup Enrollment

English Learners	72%
Socioeconomically Disadvantaged	91%
Students with Disabilities	10%

Percentage of Students Redesignated to Fluent-English Proficient

California Department of Education
Report (v2.8) Generated: April 23, 2015

Tom Torlakson
State Superintendent of Public Instruction

Please visit the following Web page for more information: http://www.cde.ca.gov/ta/sq/sqsnapshot

Page 1

2013-14 School Quality Snapshot

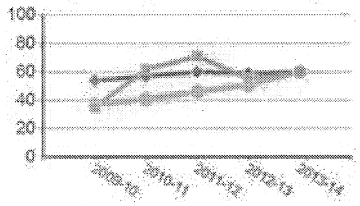
La Mirada Elementary

San Ysidro Elementary

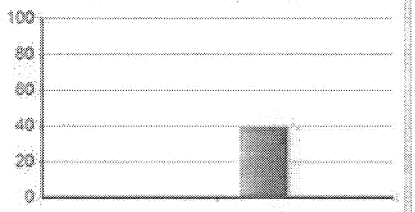
222 Avenida de la Madrid, San Ysidro, CA 92173

Grades Offered: K - 6
Enrollment: 465
Charter: No
Title I Funded: Yes
CDS Code: 37-68979-6039907

CST Science Results (percent proficient and above)



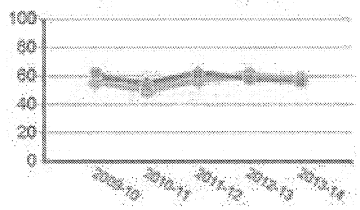
Percentage of 2012-13 Graduates Meeting University of California "a-g" Requirements



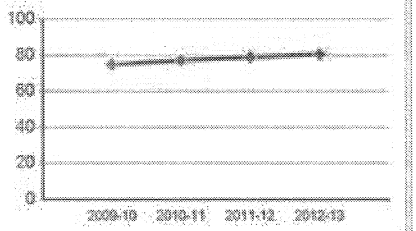
2012-13 Average SAT Score

No Data Available

Percentage of English Learners Making Progress in Learning English



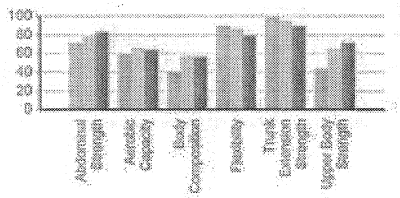
Cohort Graduation Rate*



CAHSEE English-Language Arts Grade 10 Passing Rate

No Data Available

Percentage of Students in the Healthy Fitness Zone in 2012-13



2012-13 Suspensions and Expulsions as a Percentage of Enrolled Students

CHART LEGEND:

SCHOOL ■ DISTRICT ◆ STATE

* Only four years of data are available.

CAHSEE: CA High School Exit Examination
CST: CA Standards Test

School and/or district information will not be displayed when data are not available or when data are representing fewer than 11 students.

CAHSEE Mathematics Grade 10 Passing Rate

No Data Available

California Department of Education
Report (Ed.ed) Generated: April 23, 2015

Tom Torlakson
State Superintendent of Public Instruction

Please visit the following Web page for more information: http://www.cde.ca.gov/ta/ac/sq/snapshot

Page 2

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups, has considered the effectiveness of key elements of the instructional program, and has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Student Achievement
LEA/LCAP GOAL:
All students, including English Learners, will improve annually in all content areas.
SCHOOL GOAL #1:
Based on previous assessment data such as state assessments (i.e. SBAC/CAASPP) and district assessments (i.e. district benchmarks in English Language Arts and Math), every student will improve one performance band on the California Common Core State Standards (CCCSS) / Smarter Balanced Assessment in English Language Arts and Mathematics as established in 2014-2015. Research-based strategies to support the achievement of this goal will include centers, whole group/small group instruction, whole brain research strategies, and supplemental materials for English Learners and Students with Disabilities. (Please refer to the Findings below for further details.)
Data Used to Form this Goal:
The baseline data used to establish this goal was the CAASPP data, unit assessments for math and language arts, and baseline assessments for students. Renaissance STAR reading and STAR Math assessments were used to determine student areas of need and improvement.
Findings from the Analysis of this Data:
Based on the CAASPP data for English Language Arts, 17% of 4th graders, 23% of 5th graders, and 31% of 5th graders scored at the levels of Standard Met or Standard Exceeded. Those scoring at the level of Standard Not Met were 67%, 47%, and 40% respectively. In Math, 15% of 4th graders, 14% of 5th graders, and 11% of 6th graders scored at the levels of Standard Met or Standard Exceeded. Those scoring at the level of Standard Not Met were 57%, 53%, and 51% respectively. These findings indicate the need for strategic, focused interventions to ensure students achieve the level of standard met or standard exceeded on the state assessment (i.e. CAASPP/SBAC) in the spring.
How the School will Evaluate the Progress of this Goal:
La Mirada students will be assessed throughout the school year using district common formative assessments which were created over the summer by teachers at all grade levels. During data reflection sessions, teachers will analyze their student data, find areas of additional improvement, and create lesson plans to support those students in need. In addition, data accumulated from Accelerated Reader will be analyzed to determine student progress in reading. In the spring, students will be assessed on the CAASPP/SBAC. For more information about the CAASPP/SBAC, visit the CDE website at http://caaspp.cde.ca.gov.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 1.1 Ensure that every student in every classroom has standards-based/standards-aligned core instructional materials and common core aligned supplemental instructional materials for language arts and math including technology tools.	July 28- June 2017	Principal Assistant Principal	Purchase supplemental instructional materials designed to differentiate instruction for students in the area of language arts math, social studies, and science.	4000-4999: Books And Supplies	Title I	12,600.00
			Purchase teachers pay teachers and Super teachers digital materials.	4000-4999: Books And Supplies	Title I	500.00
Action Step 1.2 Implement after-school/before school intervention/ enrichment programs and clubs for Newcommer students, at-risk students, and Challenged Students who are driven.	August - June 2, 2017	Principal Assistant Principal Teachers	Pay teachers for intervention/ enrichment classes before school and after school	1000-1999: Certificated Personnel Salaries	Title I	11,000.00
			Purchase supplemental materials for after school interventions, enrichment and clubs	4000-4999: Books And Supplies	Title I	500.00
Action Step 1.3 (Program Improvement) Teacher collaboration time for general education and special education teachers to plan instruction aligned to CCSS standards in English Language arts and Mathematics at least twice per month.	August-June 2017	Principal Assistant Principal General Education Teachers Lead Teacher Special Education Teachers	Provide substitutes to cover classes to release teachers for collaboration, curriculum alignment and data analysis.	1000-1999: Certificated Personnel Salaries	Title I	5,000.00
Action Step 1.4 Purchase supplemental materials and supplies to support CCSS instruction	August- June 2017	Principal Assistant Principal Teachers	Purchase Supplies, Scholastic News, Kids Time and/ or other informational text to support CCSS	4000-4999: Books And Supplies	Title I	1000.00
Action Step 1.5 Provide ELD support for Newcomer students and CELDT 1 and 2.	August-June 2017	Principal Assistant Principal Lead Teacher	TOSA will support ELD teaming by working with CELDT 1 and 2 students.	1000-1999: Certificated Personnel Salaries	District Funded	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			TOSA will provide support for small group instruction during ELA block for the grade level in most need of support. After-school intervention for new-comer students Action Step 1.2 Hire part-time Intervention teacher to support ELLs			
Action Step 1.6 Hire Part-time Intervention Teachers to support targeted students and ELL's during the school day	August- June 2017	Principal Assistant Principal	Hire part-time Intervention teacher to support ELLs	1000-1999: Certificated Personnel Salaries	Title I	10,000.00
Action Step 1.7 Instructional Media and Resource Aide (IMRA) will support Common Core through the implementation of an incentive based reading program, Accelerated Reader 360, to build/develop student reading skills.	August-June 2017	IMRA Principal Assistant Principal	Create a library schedule with an open block for student book check out. Provide teaches with necessary materials to support instruction.	2000-2999: Classified Personnel Salaries	Title I	33,278.00
Action Step 1.8 Implement Accelerated Reader in all grade levels to increase student performance in the area of literacy and language arts. Teachers will monitor students on a weekly basis to determine progress.	August-June 2107	Principal Assistant Principal	Professional Development Renew contract with Renaissance Learning	5800: Professional/Consulting Services And Operating Expenditures	Title I	1,000.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 1.9 (Program Improvement) Supplemental Materials and Supplies to support instruction in Common Core	July 2016- June 2017	Principal Assitant Principal IMRA Adminstrative Assistant	Purchase supplemental materials and supplies to support Common Core Instruction	4000-4999: Books And Supplies	Title I	1,000.00
Action Step 1.10 Purchase Library Books to support Common Core State Standards instruction	August 2016- June 2017	Principal Assistant Principal IMRA	Purchase library books	4000-4999: Books And Supplies	Title I	1,000.00
Action Step 1.11 Use ELD supplementary materials and supplies for designated and integrated ELD instruction	August 2016- June 2017	Principal Assitant Principal IMRA Teachers	Purchase ELD supplementary materials and supplies to support ELD CORE curriculum	4000-4999: Books And Supplies	General Fund	
Action Step 1.12 Monitor redesignated students, and provide additional support if necessary	August 2016- June 2017	Principal Assistant Principal TOSA Teachers	Supplemental materials to support redesignated students	4000-4999: Books And Supplies	Title I	500.00
Action Step 1.13 Unpack the CELDT for teachers during CELDT meeting	August 2016-June 2017	Principal Assitant Principal TOSA	Extract language from the CELDT, and provide strategies for teachers to work with students to understand the CELDT			
Action Step 1.14 Best Practices Summer Institute Instructional Design	June 13-17, 2017	Principal Assistant Principal Teachers	Principals Exchange	5800: Professional/Consulting Services And Operating Expenditures	District Funded	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 1.15 PD on How to Work With Special Needs Students in order for teachers to acquire additional strategies to support instruction of special needs students in the general education setting	September 2016- June 2017	Principal	Hire consultant to provide PD	5800: Professional/Consulting Services And Operating Expenditures	Title I	2,000.00
Action Step 1.16 Physical Education Instruction	August 2016- June 2017	Principal Assistant Principal IMRA	Purchase PE equipment for PE instruction	4000-4999: Books And Supplies	General Fund	
Action Step 1.17 (Program Improvement) Principal will build capacity by participating in monthly instructional leadership training and coaching	August 2016- June 2017	Principal Assistant Principal	Principal to attend monthly instructional leadership training and coaching	5800: Professional/Consulting Services And Operating Expenditures	District Funded	
Action Step 1.18 (Program Improvement) Teachers will engage in professional collaboration to build instructional effectiveness	August 2016- June 2017	Principal Assistant Principal TOSA	Teachers will engaged in data reflection sessions, guided lesson planning and professional development	5800: Professional/Consulting Services And Operating Expenditures	District Funded	

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups, has considered the effectiveness of key elements of the instructional program, and has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Safety, Climate, and Student Engagement
LEA/LCAP GOAL:
All students will be educated in positive academic environements that are welcoming, safe, and drug-free.
SCHOOL GOAL #2:
Students at La Mirada Elementary School will be educated in a positive,safe, welcoming, drug-free environment that is also nurturing, and student centered
Data Used to Form this Goal:
Attendance rate, parent survey, student survey, student referrals to the office, suspension reports
Findings from the Analysis of this Data:
Will be used to make changes in procedures, systems, personnel
How the School will Evaluate the Progress of this Goal:
Use attendance rate, online survey, focus group data, suspension rate, and expulsion rate.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 2.1 Implement a La Mirada Comprehensive Attendance Plan	August- 2016June 2017	Principal Assistant Principal Outreach Consultant	Use incentives to recognize students with perfect attendance such as free dress Friday, and certificates Implement SART procedures. Implement SARB hearings for chronic absentee students.	4000-4999: Books And Supplies	Title I	1236.00
			Provide Incentive t-shirts for students with perfect attendance per trimester	4000-4999: Books And Supplies	Parent-Teacher Association (PTA)	1500.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 2.2 Peace Patrol- Group of 3rd grade students that patrol the hallways at dismissal to remind students to walk, and maintain order	July 2016- June 2017	Principal Assitant Principal	Student Patrol Supplies	4000-4999: Books And Supplies	General Fund	
Action Step 2.3 Peace Builders Program-Teachers provide Peace Builder lessons to teach students how to get along	July 2016-June 2017	Principal Assistant Principal	Peace Builder curriculum lessons that have already been provided. Copies still have to be made	4000-4999: Books And Supplies	Title I	200.00
Action Step 2.4 Character Education- Life skills are presented and repeated during the morning message	July 2016-June 2017	Principal Assistant Principal	Weekly Lifeskills	4000-4999: Books And Supplies	General Fund	
Action Step 2.5 Academic and Attendance Assemblies Attendance assemblies take place once a month to recognize perfect attendance, and academic achievement assemblies at the end of each trimester	July 2016- June 2017	Principal Assistant Principal	Certificates Parent Invitations	4000-4999: Books And Supplies	Title I	100.00
Action Step 2.6 Students of the Week/ Birthdays of the Week- Students of the week are chosen by their teachers, based on effort, study habits, academic achievement or citizenship, and are recognized on Friday morning assemblies along with students who had birthdays that week	July 2016- June 2017	Principal Assistant Principal	Certificates are presented to students for being student of the week or for having a birthday	4000-4999: Books And Supplies	General Fund	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 2.7 Attendance Interventions to create awareness of the importance of school attendance and the effects of poor attendance	July 2016- June 2017	Principal Outreach Consultants	Outreach Consultants to send letters and call home Home visits Attendance contracts	1000-1999: Certificated Personnel Salaries	District Funded	
Action Step 2.8 Peace Builder Assemblies at the first week of school year	August 2, 2016	Principal Assistant Principal	Power Point with videos of expected behaviors of Peace Builders			
Action Step 2.9 Provide Campus Security to patrol the school during instructional time and assist with traffic in the morning,and at the end of the day	July 2016- June 2017	Principal Campus Security	Campus Security person to support safety on campus	2000-2999: Classified Personnel Salaries	District Funded	
Action Step 2.10 SOAR Coupons to reinforce expected conduct and school spirit	August 2016- June 2017	Principal Assistant Principal Teachers Noon Supervisors	Purchase incentives for the SOAR store	4000-4999: Books And Supplies	General Fund	
Action Step 2.11 Art, games and exercise for morning and lunch recess	August 2016- June 2017	Principal Assistant Principal	Purchase games including table games, art supplies, and other engaging activities for students to do during morning and lunch recess	4000-4999: Books And Supplies	General Fund	
Action Step 2.12 No Excuses University, setting the foundation	August 2016-June 2017	Principal Assistant Principal	Purchase books for teachers to read to begin the No excuses culture at La Mirada	4000-4999: Books And Supplies	Title I	2,500.00
			Purchase banners for the school	4000-4999: Books And Supplies	General Fund	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 2.13 La Mirada School will provide and coordinate enrichment clubs after school for interested students	August 2016- June 2017	Principal Assistant Principal Teachers	Enrichment clubs that will include but not limit to journalism, computers, art, dance, music			
Action Step 2.14 East LA Theater Group -LIP to be offered to La Mirada students	August 2016-June 2017	Principal	Literature and theater instruction	5800: Professional/Consulting Services And Operating Expenditures	District Funded	
Action Step 2.15 La Mirada along with La Mirada PTA will coordinate fun family activities in order to create and maintain a strong community bond	August 2016-June 2017	Principal Assistant Principal	Calendar of events for parents and community members			
Action Step 2.16 enrich the curriculum. Including 6th Grade Camp	July 2016- June 2017	Principal Assistant Principal Teachers	Field Trips will take place to enhance instruction and make learning relevant			

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups, has considered the effectiveness of key elements of the instructional program, and has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Parent Engagement
LEA/LCAP GOAL:
Parent participation in the educational process will increase annually.
SCHOOL GOAL #3:
Parent Involvement and participation will increase annually at all levels as measured by parent attendance to school meetings and events, and parent participation at parent professional developments and workshops. La Mirada School is committed to maintaining effective forms of school to home communication about school programs and student progress
Data Used to Form this Goal:
Parent volunteer log. sign-in sheets for Parent Principal Meetings, School Site Council, English Language Acquisition Committee
Findings from the Analysis of this Data:
The data will tell us how many parents are either volunteering, or participating in school meetings and/or events
How the School will Evaluate the Progress of this Goal:
Monitoring logs, sign-in sheets, parent survey for all parent events

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 3.1 Implement and revise a tiered plan to increase parent involvement and participation.	August 2016 - June 2017	Principal Assistant Principal Outreach Consultant PTA Cabinet	Keep parent contact information accurate in Student Information System. Use flyers to inform parent of school events. Use a monthly school calendar to inform parent of school events. Hold annual Title I meeting	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	100.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
			Update school website to inform parents of school events. Develop master calendar of school events			
			Provide childcare during parent meetings	2000-2999: Classified Personnel Salaries	Title I Part A: Parent Involvement	300.00
Action Step 3.2 La Mirada Elementary will Implement Parent VUE student information module for parents	November 2016 - June 2017	Principal Assistant Principal Outreach consultant teachers	Outreach Consultants will create parent accounts in ParentVue			
Action Step 3.3 Parenting Classes to inform and support parents in assisting their children as they navigate the educational system and well as learning about parenting strategies	August 2016- June 2017	Principal Assistant Principal	Hire Parent trainer/ consultant to lead parents in training with topics relevant to support student achievement. PIQE	5800: Professional/Consulting Services And Operating Expenditures	Title I	5,000.00
			Purchase deliverables, pamphlets or newsletters to support parent training.	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Parent Involvement	00.00
			Purchase materials for parent trainings Southwestern College Parenting Classes	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	100.00
Action Step 3.4 Parents will attend workshops in and out of the district in order to gain knowledge to help their children, navigate the school system, and support other parents.	August 2016-June 2017	Principal Assistant Principal Outreach Consutants	Attend CABE, or other parent workshops	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Parent Involvement	650.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 3.5 Parent Principal Meeting to provide information to families about how to help students at home with curriculum-related activities, decisions and planning	2016-2017 Last Tuesday of the month	Principal Assistant Principal	Meetings are held twice a day, once a month to inform parents of school activities as well as to provide workshops to train parents on different areas that support instruction. Partnership with Southwestern College provides parenting workshops to our parents in a variety of topics			
Action step 3.6 Shool Site Council Review, monitor, and provide feedback for the SPSA. Meetings are held the third Thursday of the month.	2016-2017 The third Thursday of the month	Principal Assistant Principal Outreach Consultants	Copies	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	200.00
Action Step 3.7 ELAC- English Language Arts Committee Committee responsible for overlooking the English Learner section of the SPSA. Monthly meetings, third Friday of the month	2016-2017 Third Friday of the Month	Principal Assistant Principal Outreach Consultants	Copies	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	50.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Action Step 3.8 PTA-Parent Teacher Association invites parents and community members to participate in various events to raise funds for La MiradaSchool	July 2016- June 2017	Principal Assistant Principal Outreach Consultants	Group in charge of organizing fundraisers Fall Carnival Spring Carnival Valentines Dance Scholastic Book fairs Mothers' Day Program			
Action Step 3.9 Parent Room provided on campus as a centralized location for parents to meet and volunteer. Open during school hours.	August 2016-June 2017	Principal	Parent Volunteer Center to recruit and organize parent volunteers to help and support student achievement before and after school			
Action Step 3.10 Title I meeting to inform parents of services and programs provided in Title I schools	August 2016 March 2017	Principal Assistant Principal	Duplicating costs	4000-4999: Books And Supplies	Title I Part A: Parent Involvement	100.00
Action Step 3.11 La Mirada School invites parents to Back to School Night, and Open House where teachers, staff , and outside agencies will provide parents and students with important resources	Dates TDB	Principal Assistant Principal Staff	Duplicating costs	1000-1999: Certificated Personnel Salaries	General Fund	
Action Step 3.12 Parent Needs Assessment Survey will provide feedback to the school	May 2017	Principal	Parents will provide feedback in order for the site to make necessary changes			
Action Step 3.13 Parent Workshop for ELL parents to explain and provide strategies at home	Date TDB August 2016	Principal Assistant Principal TOSA	Parent workshop for parents of ELL students who have not moved up one CELDT level	5800: Professional/Consulting Services And Operating Expenditures	Title I Part A: Parent Involvement	487.00

Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in this section must be aligned with the Consolidated Application.

Centralized Service Goal #1

SUBJECT: Centralized Services for Planned Improvements in Student Performance in STUDENT ACHIEVEMENT
SCHOOL GOAL #1:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Professional Development 1.1. Provide professional development opportunities to improve teaching and learning in the areas of English Language Arts (ELA), English Language Development (ELD), Mathematics, Science, and Social Studies. 1.2 Provide professional development opportunities for site and district administrators to support teaching and learning and to strengthen educational practices (i.e. Admin Power Clinics, etc). 1.3 Provide professional development for specific programs (i.e. Project Lead the Way, AVID) implemented in middle school (San Ysidro Middle School).	July 2016-June 2017	Assistant Superintendent of Educational Services	1.1-1.3 Contracted Services	5000-5999: Services And Other Operating Expenditures	Title I	250,000.00
			1.1-1.3 Salary/Benefits	1000-1999: Certificated Personnel Salaries	Title II Part A: Improving Teacher Quality	482,000.00
			1.1-1.3 Salary/Benefits	1000-1999: Certificated Personnel Salaries	Other	216,000.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
English Learner Master Plan 1.4 Plan and prepare for Integrated and Designated English Language Development. Review, revise, and streamline EL Master plan for student and site needs. 1.5 Support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English.	July 2016-June 2017	Assistant Superintendent of Educational Services Coordinator of Data, Evaluation and Assessment	1.4-1.5 Salary/Benefits	1000-1999: Certificated Personnel Salaries	Title III	75,000.00

1.6 Data Reflection Sessions and Visual and Performing Arts (VAPA) Teams: Analyze student results on district benchmarks and provide time for teachers to evaluate and plan differentiated instruction. Provide instructional support through visual and performing arts, sports, etc. VAPA team will provide intervention and enrichment for students and will attend Data Reflection sessions. VAPA team will be supported by 4-5 credentialed staff. 1.7 Continue providing Instructional Leads/Teachers On Special Assignment (TOSA) at each site to provide specific/targeted professional development and instructional support to teachers. 1.8 Implement new math curriculum in grades 6-8. Pilot math programs in grades K-5. Evaluate K-5 programs and determine final math curriculum for purchase and implementation in 2017-2018. 1.9 Pilot ELA programs for K-8. Evaluate K-8 programs and determine final ELA curriculum for purchase and implementation in 2017-2018. 1.10 Technology: Continue implementation of 3 year technology plan. New sites implement iPads for Kindergarten through 2nd grade and Chromebooks for grades 3-8.		Educational Services Coordinator of Data, Evaluation and Assessment Coordinator of Federal and State Programs	Expenditures		
			1.7 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	1,000,000.00
			1.8-1.9 Materials and Books	4000-4999: Books And Supplies	LCFF - Base	700,000.00
			1.10 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Base	1,300,000.00
			1.10 Materials and Books	4000-4999: Books And Supplies	LCFF - Base	
			1.10 Contracted Services	5000-5999: Services And Other Operating Expenditures	LCFF - Base	
			1.10 Capitalized Equipment	6000-6999: Capital Outlay	LCFF - Base	
			1.11 Contracted Services	5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	250,000.00
			1.12 Contracted Services	5000-5999: Services And Other Operating Expenditures	LCFF - Base	100,000.00
			1.13 Contracted Services	5000-5999: Services And Other Operating Expenditures	Title I	100,000.00
			1.14 Salary/Benefits	1000-1999: Certificated Personnel Salaries	Title I	80,000.00
			1.14 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	80,000.00
			1.15 Salary/Benefits	1000-1999: Certificated Personnel Salaries	Title I	47,986.00

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staffing 1.16 Provide certificated and classified staffing to support students, including teachers, site and district clerical staff, and site and district administrators. 1.17 Ensure all teachers are appropriately credentialed and assigned based on their authorizations, strengths, and expertise. Continue hiring single subject math and science teachers to provide students with specialized instruction in STEM. 1.18 Continue to provide class size reduction in grades K-3.	July 2016 - December 2016	Director of Human Resources	1.16 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Base	30,512,000.00
			1.17 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Base	25,000.00
			1.18 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Base	100,000.00

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in SAFETY, CLIMATE, AND STUDENT ENGAGEMENT
SCHOOL GOAL #2:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Basic Services and Safety 2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities. 2.2 Plan and prepare for the reorganization of schools within the district in 2017-2018. 2.3 Review and revise safety plans for district and site needs. 2.4 Increase safety and security by hiring a District Security Officer (DS) and providing campus security at each school site. Personnel will be provided professional development in the areas of restorative practices, trauma informed care, etc.	July 2016-June 2017	Deputy Superintendent Assistant Superintendent of Educational Services	2.1 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Base	3,000,000.00
			2.1 Materials	4000-4999: Books And Supplies	LCFF - Base	
			2.1 Contracted Services	5000-5999: Services And Other Operating Expenditures	LCFF - Base	
			2.4 Salary/Benefits	2000-2999: Classified Personnel Salaries	LCFF - Supplemental	350,000.00

2.5 Provide professional development for district and site staff to a support positive academic school environment. 2.6 Continue support of ASB at the middle school. 2.7 Provide enrichment opportunities and programs for students to improve the academic environment (i.e. College Readiness, Compact for Success, Junior Achievement, etc) and to include extended year educational experiences and activities. 2.8 Continue to implement an attendance recovery program for grades 7 and 8. 2.9 Hire a Coordinator of Public Relations and Community Services to manage at-risk, full service community programs to support the social, emotional, and academic needs of students. 2.10 Continue to provide the After School Education and Safety (ASES) program at all sites and a Coordinator of ASES to oversee program implementation and effectiveness. 2.11 Continue to provide a Foster Youth/Homeless Manager to support students and parents and to monitor student progress.		Educational Services Director of Human Resources Coordinator of Child Welfare, Attendance, and Family Services Coordinator of ASES	2.7 Contracted Services	Personnel Salaries 5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	200,000.00
			2.8 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	100,000.00
			2.9 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	100,000.00
			2.10 Contracted Services	5000-5999: Services And Other Operating Expenditures	After School and Education Safety (ASES)	
			2.10 Salary/Benefits for Coordinator at district level	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	100,000.00
			2.11 Salary/Benefits	1000-1999: Certificated Personnel Salaries	Title I	100,000.00

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #3

SUBJECT: Centralized Services for Planned Improvements in Student Performance in PARENT ENGAGEMENT
SCHOOL GOAL #3:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Parent Involvement 3.1 Provide professional development opportunities for parents to learn about the educational system and how they can support their children. 3.2 Continue to support the Parent Community Center located at the district office. 3.3 Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. 3.4 Continue to provide Outreach Consultants at every school site to increase parent engagement at site meetings and events. 3.5 Provide parents with opportunities to provide input on decisions through involvement on site and district committees. 3.6 Hire an interpreter to provide translation/interpretation services.	June 2016-June 2017	Assistant Superintendent of Educational Services Student and Family Services Manager Coordinator of Federal and State Programs	3.1 Materials and Supplies	4000-4999: Books And Supplies	Title I	5,000.00
			3.1 Contracted Services	5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	90,000.00
			3.3 Contracted Services	5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	25,000.00
			3.4 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	500,000.00
			3.6 Salary/Benefits	1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	105,000.00

Summary of Expenditures in this Plan

Total Allocations and Expenditures by Funding Source

Total Allocations by Funding Source		
Funding Source	**Allocation**	**Balance (Allocations-Expenditures)**
Title I	88914.00	500.00
Title I Part A: Parent Involvement	1987.00	0.00
Parent-Teacher Association (PTA)	1500.00	0.00

Total Expenditures by Funding Source	
Funding Source	**Total Expenditures**
Parent-Teacher Association (PTA)	1,500.00
Title I	88,414.00
Title I Part A: Parent Involvement	1,987.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	26,000.00
2000-2999: Classified Personnel Salaries	33,578.00
4000-4999: Books And Supplies	23,186.00
5800: Professional/Consulting Services And Operating	9,137.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
4000-4999: Books And Supplies	Parent-Teacher Association (PTA)	1,500.00
1000-1999: Certificated Personnel Salaries	Title I	26,000.00
2000-2999: Classified Personnel Salaries	Title I	33,278.00
4000-4999: Books And Supplies	Title I	21,136.00
5800: Professional/Consulting Services And	Title I	8,000.00
2000-2999: Classified Personnel Salaries	Title I Part A: Parent Involvement	300.00
4000-4999: Books And Supplies	Title I Part A: Parent Involvement	550.00
5800: Professional/Consulting Services And	Title I Part A: Parent Involvement	1,137.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	79,378.00
Goal 2	5,536.00
Goal 3	6,987.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Manuela Colom	X				
Gustavo Lopez			X		
Jenielle Ednalino		X			
Marielena Delgadillo		X			
Nora Macias-Santos		X			
Maria Cardenas Bojorje				X	
Gissell Esquivel				X	
Cynthia Quiroz				X	
Elda Romo				X	
Lili Franco				X	
Numbers of members of each category:					

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

LA MIRADA SCHOOL
Parent Involvement Policy

Title I School Parental Involvement Policy
La Mirada School jointly developed this parental involvement policy in consultation with school personnel, parents and community members. It was adopted on February 26, 2015.

This policy will be distributed to parents of participating children and to the extent practicable. It is provided in a language the parents can understand. This policy will be made available to the local community and school personnel through La Mirada School's website.

The policy will be distributed at the beginning of the school year and during new enrollments throughout the school year.

This parent involvement plan will be updated annually to meet the changing needs of parents and the school.

PARENT INVOLVEMENT POLICY
La Mirada School will:

(1) Convene an annual meeting at the beginning of the school year. All parents of participating children shall be invited and encouraged to attend. Parents will be informed of their school's participation in Title I. All the requirements of Title I will be explained including the right of the parents to be involved.

(2) Offer Parent monthly meetings in order to explain programs, assessments, standards, and address parent concerns and parent workshops.

(3) Involve parents, in an organized, ongoing, and timely way; in the planning, review, and improvement of the school's Title I program. As well as, the planning, review, and improvement of the school parental involvement policy and the joint development of the Single Plan for Student Achievement

(4) Provide parents of participating children:

Throughout the year, a description and explanation of the curriculum in use at the school, the types of academic assessment used to measure student progress, and the English proficiency levels students are expected to meet. This is presented during the following meetings:

1. *Parent Principal Meetings*
2. *School Site Council Meetings(SSC)*
3. *English Language Acquisition Committee(ELAC)*
4. *CELDT Meetings*
5. *Parent Teacher Conferences*

If requested by parents of Title I students, the school provides additional opportunities for regular meetings that allow the parents to participate in decisions relating to the education of their children.

- *Response to Intervention Meetings*
- *Parent Principal Meetings*
- *School Site Council Meetings*
- *English Language Acquisition Committee*

(5) If the school-wide program is not satisfactory to the parents of participating children; Parents can submit suggestions for improvement on the plan when the school makes the plan available to the local educational agency.

Involvement of Parents in the Title I Program

To involve parents in the Title I program at *La Mirada School, the* following practices have been established:

- The school convenes an annual meeting to inform parents of Title I students about requirements and about the right of parents to be involved in the Title I program.

    1. *This meeting takes place on Back to School Night.*
    2. *Parent Principal Meetings-*

- La Mirada School offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.

    3. *Parent Principal Meetings are usually held in the morning and in the afternoon to accommodate parents' schedules. An occasional evening meeting will be scheduled.*

School-Parent Compact

La Mirada School distributes to parents of Title I students a school-parent compact. The compact, which has been jointly developed with parents, outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement. It describes specific ways the school and families will partner to help children achieve the State's high academic standards. The Compact addresses the following legally required items, as well as other items suggested by parents of Title I students:

The school's responsibility to provide high-quality curriculum and instruction and the ways parents will be responsible for supporting their children's learning

The importance of ongoing communication between parents and teachers through, at a minimum, parent-teacher conferences; reports on student progress; access to staff; opportunities for parents to volunteer, and participate in their child's class; and opportunities to observe classroom activities

Building Capacity for Involvement

La Mirada School engages Title I parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, the school has established the following practices.

- Monthly Parent Principal meetings
- School Site Council meetings
- ELAC meetings
- Parent Workshops

The school provides Title I parents with assistance in understanding the State's academic content standards, assessments, and how to monitor and improve the academic achievement of their children.

With the assistance of Title I parents, the school educates staff members about the value of parent participation and, how to work with parents as equal partners.

La Mirada provides opportunities for the collaboration of all Title I parents, including parents with limited English proficiency, parents with disabilities, and parents of migrant students. Information and school reports are provided in a format and language that parents understand.

This is done in the following ways:

- During monthly Parent Principal meetings
- School Site Council meetings
- English Language Advisory Committee(ELAC) meetings
- Parent-Teacher Conferences
- Parent Workshops
- School Website

Approved by SSC: February 26, 2015

San Ysidro Governing Board Approval: March 12, 2015

SCHOOL-PARENT-STUDENT COMPACT

At La Mirada by recognizing and accepting our individual roles in the learning process, we can ensure a shared responsibility to provide at school a high-quality curriculum and instruction in a supportive and effective learning environment that enables students to meet the state standards.

PRINCIPAL

- Counsels with parents and students regarding school-wide academic and behavior expectations.
- Provides guidelines for a safe and positive school environment.
- Consistently and fairly enforces district policy.
- Provides staff leadership and direction.
- Provide opportunities for parent involvement.

TEACHER

- Provides a safe and secure learning environment.
- Enhances the dignity/self-esteem of each student.
- Reinforces appropriate student conduct.
- Establishes and enforces classroom rules consistent with school and District policies.
- Teaches state standards in core curriculum.
- Informs parents of student's academic progress.

PARENT

- Reviews school rules and regulations with student.
- Cooperates with teachers and administrators in promoting appropriate student conduct.
- Encourages and promotes good study habits.
- Requests help from appropriate school personnel in correcting and identifying student problems.
- Sends student to school daily (Ed. Code 48200)
- Encourages students to obey school rules.
- Partakes in district parent education classes.
- Attends Parent/Teacher Conferences.

STUDENT

- Respects self, peers, and adults at all times.
- Requests assistance from teachers when needed.
- Attends school daily and arrives on time.
- Knows/follows school and classroom rules.
- Completes all class and homework assignments.
- Exhibits a positive attitude at all times.
- Engages in positive interaction with peers.
- Takes personal responsibility for his/her actions.

CONVENIO DE ESCUELA-PADRES-ESTUDIANTES

En La Mirada al reconocer y aceptar nuestros diferentes papeles en el proceso de aprendizaje, podemos asegurar una responsabilidad compartida para ofrecer en la escuela un currículo e instrucción de alta calidad, y un ambiente de aprendizaje que dé apoyo efectivo, que permita a los estudiantes cumplir con las normas del estado.

EL DIRECTOR

- Aconseja a los padres y estudiantes acerca de las expectativas académicas y de conducta escolar.
- Provee planes a seguir para tener un ambiente positivo y seguro en nuestra escuela.
- Es consistente y justo para imponer las pólizas del distrito.
- Ofrece liderazgo y guía al personal docente.
- Ofrece oportunidades donde los pares se pueden involucrar.

LOS MAESTROS

- Ofrecen un ambiente seguro para el aprendizaje.
- Realzan la dignidad y auto estima de cada estudiante.
- Refuerzan la conducta apropiada del estudiante.
- Establecen e imponen las reglas del salón consistentes con las pólizas del Distrito.
- Enseñan los estándares estatales en su currículum.
- Informan a los padres del progreso académico del estudiante.

LOS PADRES DE FAMILIA

- Se informa de las reglas escolares con el hijo(a).
- Coopera con los maestros y administradores para promover una conducta apropiada de su hijo(a).
- Anima a su hijo de que tenga buenos hábitos de estudio.
- Pide la ayuda necesaria al personal docente para corregir e identificar problemas que tenga su hijo(a).
- Manda a su hijo(a) a la escuela diariamente (Código Escolar 48200)
- Exige a su hijo(a) a obedecer las reglas de la escuela.
- Participa en clases para padres de familia ofrecidas por el distrito escolar.
- Asistir a conferencias de padres y maestros.

EL ESTUDIANTE

- Respeta siempre a tu propia persona, a tus compañeros, al personal docente, y a los adultos.
- Pide asistencia a los maestros cuando él/ella la necesita.
- Ven a la escuela diariamente y llega a tiempo.
- Infórmate y sigue todas las reglas de la escuela y del salón de clases.
- Completa todas las tareas y trabajos de la clase.
- Demuestra una actitud positiva siempre.
- Lleva bien con los demás estudiantes.
- Hazte responsable de sus acciones.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s)s to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.

3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

	State Compensatory Education Advisory Committee	_____ Signature
X	English Learner Advisory Committee	Signature on file Signature
	Special Education Advisory Committee	_____ Signature
	Gifted and Talented Education Program Advisory Committee	_____ Signature
	District/School Liaison Team for schools in Program Improvement	_____ Signature
	Compensatory Education Advisory Committee	_____ Signature
	Departmental Advisory Committee (secondary)	_____ Signature
	Other committees established by the school or district (list):	_____ Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

6. This SPSA was adopted by the SSC at a public meeting on 8/3/16.

Attested:

Manuela Colom	Signature on file	_____
Typed Name of School Principal	Signature of School Principal	Date
Marielena Delgadillo	Signature on file	_____
Typed Name of SSC Chairperson	Signature of SSC Chairperson	Date

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: UNIFORM COMPLAINT PROCEDURES AND POLICIES AND WILLIAMS COMPLAINT PROCEDURES AND POLICIES FOR 2016-2017

BACKGROUND INFORMATION:
LEAs are required to have established their own Uniform Complaint Procedures (UCP) and Williams policies and procedures consistent with 5 CCR sections 4600-4695. These policies must be updated on a regular basis to meet Federal and State requirements for describing how LEAs process complaints. LEAs must ensure their UCP and Williams complaints are approved and adopted by their governing boards.

A UCP complaint is a written and signed statement alleging a violation of Federal or State laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, or bullying. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the agency shall assist the complainant in the filing of the complaint.

A Williams complaint is another type of UCP, which is specific to instructional materials, emergency or urgent facilities conditions, and teacher vacancy or misassignment that may be filed anonymously.

RECOMMENDATION:
Approve Uniform Complaint Procedures (UCP) and policies and Williams Complaint Procedures and Policies for school year 2016-2017.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☒ No

Requisition #

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Cautionary Notice: AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and instead redirects the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with a goal of increasing or improving services for English learners, foster youth, and students eligible for free and reduced-price meals. Certain requirements related to Tier 3 categorical program(s) in the following policy or regulation are no longer applicable.

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)

1. Textbooks and instructional materials

   a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

   b. A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.

   c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

   d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Teacher vacancy or misassignment

   a. A semester begins and a teacher vacancy exists.

   b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching English Language Learners)

   c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)

3. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the

temporary closing of the restroom is necessary for pupil safety or to make repairs. (Education Code 35292.5)

(cf. 6162.52 - High School Exit Examination)
(cf. 6179 - Supplemental Instruction)

Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 in the section entitled "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a in the section entitled "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

Legal Reference:

EDUCATION CODE
1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedure
35292.5 Restrooms, maintenance and cleanliness
37254 Supplemental instruction based on failure to pass exit exam by end of grade 12
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures, especially:
4680-4687 Williams complaints

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education, Williams case: http://www.cde.ca.gov/eo/ce/wc/index.asp
State Allocation Board, Office of Public School Construction: http://www.opsc.dgs.ca.gov

WILLIAMS UNIFORM COMPLAINT PROCEDURES

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NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS: COMPLAINT RIGHTS

Parents/Guardians, Pupils, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

   Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

   Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

4. A complaint form can be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Cautionary Notice: AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and instead redirects the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with a goal of increasing or improving services for English learners, foster youth, and students eligible for free and reduced-price meals. Certain requirements related to Tier 3 categorical program(s) in the following policy or regulation are no longer applicable.

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code (EC) Section 35186 created a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. The complaint and response are public documents as provided by statute. Complaints may be filed anonymously. However, if you wish to receive a response, you must provide the following contact information.

Response requested: ❑ Yes ❑ No

Name (Optional):_____

Mailing Address (Optional): _____

Phone Number Day (Optional): _____

Evening (Optional): _____

Issue of complaint (please check all that apply):

1. Textbooks and Instructional Materials
   - ❑ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
   - ❑ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
   - ❑ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
   - ❑ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Facility Conditions
   - ❑ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or

uninhabitable condition, and any other emergency conditions the school district determines appropriate.

- ❑ A school restroom has not been maintained or cleaned regularly, is not fully operational and has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
- ❑ The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.

3. Teacher Vacancy or Misassignment

- ❑ Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
- ❑ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
- ❑ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: _____
Location of problem (school name, address, and room number or location): _____

_____

Course or Grade Level and Teacher Name: _____

Describe specific nature of the complaint in detail. You may include as much text as necessary (please use other side):

_____

_____

Please file this complaint with the principal of the school or his/her designee in which the complaint occurred:

Location: _____
Title of office

Address: _____
Street *City* *Zip code*

A complaint about problems beyond the authority of the principal shall be forwarded within 10 working days to the appropriate school district official for resolution.

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by the San Ysidro School District of federal or state laws or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees and our Local Control and Accountability Plan (LCAP).

This document presents information about how we process UCP complaints concerning particular programs or activities in which we receive state or federal funding. A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

Programs and activities that are implemented by our district and subject to the UCP in which we receive state or federal funding are:

After School Education and Safety; Bilingual Education; California Peer Assistance and Review Programs for Teachers; Child Care and Development; Child Nutrition; Compensatory Education; Consolidated Categorical Aid; Economic Impact Aid; Education of Pupils in Foster Care and Pupils who are Homeless; Every Student Succeeds Act / No Child Left Behind; Local Control Accountability Plans (including Charter Schools as described in *EC* §§ 47606.5 and 47607.3); Physical Education Instructional Minutes; Pupil Fees; Reasonable Accommodations to a Lactating Pupil; School Safety Plans; Special Education; and State Preschool.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
3. Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).

4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to Education Code Section 52060(d).

The responsibilities of the *San Ysidro School District*

We have the primary responsibility to insure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations including, including, but not limited to, allegations of discrimination, harassment, intimidation, bullying or noncompliance with laws relating to all programs and activities implemented by the district that are subject to the UCP.

We shall ensure annual dissemination of the written notice of our complaint procedures to students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding unlawful pupil fees and LCAP requirements.

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

Our UCP Annual Notice shall also include information regarding the requirements of Education Code sections 49010 through 49013 relating to pupil fees and information regarding the requirements of Education Code section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

The following is responsible for receiving and investigating complaints and ensuring our compliance:

Name or title: Mr. Tony Hua, Assistant Superintendent
Unit or office: Educational Services
Address: 4350 Otay Mesa Road, San Ysidro, California 92173
Phone: 619-428-4476 E-mail address: tony.hua@sysd.k12.ca.us

The above, responsible for compliance and investigations, is knowledgeable about the laws and programs assigned to investigate.

We will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in Education Code section 200 and 220 and Government Code section 11135, including any actual or perceived characteristics as set forth in Penal Code section 422.55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity conducted by the agency, which is funded directly by, or that receives or benefits from any state financial assistance.

An unlawful discrimination, harassment, intimidation and bullying complaint shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The time for filing a discrimination, harassment, intimidation or bullying complaint may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing a discrimination, harassment, intimidation or bullying complaint may be extended by our superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.

The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.

We ensure that complainants are protected from retaliation.

An investigation of a discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

Complainants are advised of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws. Civil law remedies, including, injunctions, restraining orders, or other remedies or orders may also be available at any time.

If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, we shall provide a remedy. Specifically, in Course Period without Educational Content complaints the remedy shall go to the affected pupil. In LCAP and pupil fee complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by us to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.

We submitted our UCP policies and procedures to our local governing board or authorized designee for approval and adoption (see the top of this document for final adoption date).

Filing a complaint with the *San Ysidro School District*

Except for Williams complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our agency of federal or state law or regulation governing a program. A pupil fees complaint may be filed with the principal of a school.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred.

We will attempt in good faith by engaging in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

The investigation shall provide an opportunity for the complainant, or the complainant's representative, or both, to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by the San Ysidro School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may

result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Except for Williams complaints and pupil fees complaints, a UCP complaint will be investigated and a written report (also known as the Decision) issued to the complainant within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

We shall issue a Decision based on the evidence and will contain the following elements:

(i) the findings of fact based on the evidence gathered,

(ii) conclusion of law,

(iii) disposition of the complaint,

(iv) the rationale for such disposition,

(v) corrective actions, if any are warranted,

(vi) notice of the complainant's right to appeal our agency Decision to the CDE,

- We shall inform the complainant of his or her right to appeal the agency Decision to CDE and
- The complainant may appeal our Decision of a UCP complaint regarding all specified federal and state educational programs subject to the UCP.

(vii) procedures to be followed for initiating an appeal to the CDE.

- To appeal our UCP Complaint Decision the complainant must file a written appeal within 15 days of receiving the Decision to the California Department of Education (CDE). This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of the agency's Decision are incorrect and/or the law is misapplied.
- The appeal shall be sent with (1) a copy of the locally filed complaint and (2) a copy of the Decision.

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

Copies of these Uniform Complaint Procedures shall be available free of charge.

Federal and State Laws cited:

20 United States Code *[USC] § 6301 et seq.*

34 *Code of Federal Regulations* [*CFR*] §§ 299.11 & 300.510-511

California *Education Code* [*EC*] §§ 200, 220, 222, 234.1 - 234.5, 262.3, 3200 - 8493, 8500 - 8538, 32280 - 32289; 33380 - 33385, 35186, 44500, 47606 - 47606.5, 47607.3, 48204, 48645.5, 48853, 48853.5, 48985, 49010 - 49013, 49069.5, 49490 - 49570, 51210,

51223, 51225.1, 51225.2, 51226 - 51226.1, 51228.1 - 51228.3, 52059, 52060 - 52075, 52160, 52300 - 52480, 52500 - 52616.4, 52800, 54100, 54440 - 54445, 56000 - 56865, 59000 - 59300, 64000 (a)

California *Government Code* [*GC*] §§ 11135, 11138

California *Health and Safety Code* [*HSC*] § 104420

California *Penal Code* [*PC*] § 422.55

California *Welfare and Institutions Code* [*WIC*] §§ 300, 309, 602

California *Code of Regulations* [*CCR*] Title 5 §§ 4600-4687

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Ocean View Hills School
Nadia Aviles, Principal

AGENDA ITEM: OCEAN VIEW HILLS 8TH GRADE TRIP TO WASHINGTON, D.C., PHILADELPHIA AND NEW YORK 2017

BACKGROUND INFORMATION:
Ten to fifteen eighth grade students from Ocean View Hills School will be participating in an educational trip to Washington, D.C., Philadelphia, and New York from March 25-30, 2017. The trip will be led by Carmen Martinez, Math teacher and Nadia Aviles, Principal. Students will spend 6 days visiting and learning about historical monuments, American History and exploring how history gives them the background to function effectively in a contemporary globalizing society; also enabling them to function as informed citizens and future leaders. The group will be traveling with World Strides, an accredited student travel organization. World Strides will be providing supervision in addition to the chaperones attending the trip.

Cost implications are all inclusive: transportation, hotel, food, meals, tours, Broadway tickets; for a total of $38,700.00. Funding will come from Club DC donations, fundraisers, and student fees. Parents are responsible for final arrangements with World Strides Travel Company. There will be no direct cost to the site or District.

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

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #:

$38,700.00	Club DC Donations, Fundraisers and Student Fees	
(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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: FIELDTRIPS TO OPERATION SCHOOL BELL

BACKGROUND INFORMATION:
Since 1979, the core philanthropic effort of the Assistance League® of Greater San Diego has been 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 interferes with their success 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-garments, socks, hygiene kit, and a school supply kit. Students will be chaperoned by Veronica Medina; Student and Family Services Manager.

Field trips will take place on a specific Saturday of the month as follows:
- La Mirada – September 2016 and February 2017
- Willow – October 2016 and March 2017
- Smythe – November 2016 and April 2017
- Sunset – December 2016 and May 2017
- Vista Del Mar and Ocean View Hills – January 2017

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

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

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

$5,000.00	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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: SAN DIEGO STATE UNIVERSITY/ COLLEGE OF HEALTH AND HUMAN SERVICES DEPARTMENT OF SOCIAL WORK AND GERONTOLOGY PROGRAM INTERNSHIP

BACKGROUND INFORMATION:
San Diego State University in collaboration with San Ysidro School District will provide placement for undergraduate social work students to complete the following activities:

- Support our efforts in working with parents, community, and staff to provide education.
- Connect with community resources and
- counsel families with chronic absences and tardiness on the importance of school attendance

San Diego State University interns acquiring a Bachelor's in Social Work must complete a total of 240 hours in their final year. Administration and Community Development requires students to take courses in civic engagement, core management functions and processes, advanced evaluation, research, advanced social policy, a field practicum and electives in areas such as leadership, organizational change, and community development.

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

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☐ Yes ☒ No	☐ Yes ☐ No	

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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: PUTTING IT ALL TOGETHER - FIVE SESSION SERIES FOCUSING ON THE LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

BACKGROUND INFORMATION:
Putting It All Together, is a new five-session series presented by the SDCOE LCAP team. This ties the key actions necessary throughout the school year for a successful LCAP process with professional learning and networking. The series are designed for District teams made up of District and site administrators, LCAP leads, including program, data, student support, business, and human resources specialists.

Sessions will be presented at the San Diego County Office of Education on different dates as follows:

Day 1: August 22, 2016
Day 2: November 10, 2016
Day 3: January 26, 2017
Day 4: March 21, 2017
Day 5: May 11, 2017

Cost implications include registration fees and mileage for 3 participants.

RECOMMENDATION:
Approve/Ratify the attendance and participation of Kelli Hay, Tony Hua and Melissa Brown to the *Putting It All Together* sessions at the San Diego County Office of Education on the dates mentioned above at an estimated cost of $650.00 from supplemental and concentration funds.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

$650.00	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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: COMMUNICATION SEVERITY SCALES WORKSHOP

BACKGROUND INFORMATION:
The Communication Severity Scales Workgroup has been updated to address the following areas:

- Every-growing caseload
- Individualized determination of therapy services
- Concerns with students missing classroom instruction
- Consistent identification of students who have a significant speech/language disability
- English Language Learners
- Additional data on Pragmatics and Complex Communication Needs

RECOMMENDATION:
Approve the attendance and participation of Janette Ridgels, Program Specialist, Marjorie Palacios, Sam Sardo and Ruth Rivera, Speech Language Pathologists to the Communication Severity Scales workshop to be held at the San Diego County Office of Education on August 30, 2016 at a total cost not to exceed $160.00 from Special Education funds.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$160.00	Special Education	
(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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: CRISIS PREVENTION INTERVENTION

BACKGROUND INFORMATION:
The Crisis Prevention Intervention (CPI) Four-Day Instructor Certification Training program is considered the worldwide standard for crisis prevention and intervention training. With a core philosophy of providing for the Care, Welfare, Safety, and SecuritySM of everyone involved in a crisis situation, the program's proven strategies give human service providers and educators the skills to safely and effectively respond to anxious, hostile, or violent behavior while balancing the responsibilities of care.

RECOMMENDATION:
Approve/Ratify the attendance and participation of Rick Quintana, Lead Psychologist, to the Crisis Prevention Intervention Instructor Certification training in August 16-19, 2016 at North County Regional Educational Center, in San Marcos at a total cost of $2,670.00 from Special Education funds.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$2,670.00	Special Education 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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: DESIRED RESULTS ACCESS PROJECT TRAIN THE TRAINER INSTITUTE

BACKGROUND INFORMATION:
The Desired Results Access Project has an upcoming Train-the-Trainer (TTT) Institute this fall on "Using the DRDP (2015) for Special Education." This one-day workshop prepares training teams from school districts and SELPAs to train local staff in using the DRDP (2015) instrument for early intervention and preschool Special Education (age 0-5).

RECOMMENDATION:
Approve the attendance and participation of Janette Ridgels, Program Specialist, to the Desired Results Access Project Train the Trainer Institute on August 30, 2016 at the San Diego County Office of Education at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # from PeopleSoft:

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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: DYSLEXIA TRAINING

BACKGROUND INFORMATION:
This training will provide attendees with a deeper understanding of dyslexia. Participants will be able to articulate the three subtypes of dyslexia, symptoms of each subtype, and recommended interventions. In addition, they will acquire a strong foundation to support future decisions regarding how to best serve students with dyslexia.

RECOMMENDATION:
Approve the attendance and participation of Program Specialist, Janette Ridgels and Psychologists Rick Quintana, Denise Villezcas, Rebeca Ackerman, Miguel Aguilera and Martha Murillo to the Dyslexia Training on September 12, 2016 at Poway Unified School District at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # from PeopleSoft:

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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: INTRODUCTION TO CHC THEORY: APPLICATION TO ASSESSMENT AND SLD IDENTIFICATION AND RELEVANCE FOR INTERVENTION TRAINING

BACKGROUND INFORMATION:
Participants will learn about the most relevant broad and narrow abilities and processes that comprise CHC theory in terms of their definitions, how best to measure them, and how they relate to reading, math, and writing achievement and to learning in general. In addition, participants will gain an appreciation of the need for cross-battery assessment, particularly as it applies to evaluation of students suspected of having specific learning disabilities.

Participants will also be introduced to software that assists in organizing CHC-based evaluations, interpreting evaluation results, and understanding whether or not a student's pattern of strengths and weaknesses is consistent with the SLD construct. Finally, participants will understand the connection between assessment results and interventions that will assist in minimizing the effects of cognitive ability and processing weaknesses on the student's ability to access the curriculum.

RECOMMENDATION:
Approve the attendance and participation of the following Psychologists: Rick Quintana, Denise Villezcas, Rebeca Ackerman, Miguel Aguilera, and Martha Murillo to the Introduction to CHC Theory: Application to Assessment and SLD Identification and Relevance for Intervention Planning training on September 2, 2016 at South County Regional Educational Center at no cost to the District.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition # from PeopleSoft:
☐ Yes ☒ No	☐ Yes ☐ No	
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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: SPECIAL CIRCUMSTANCES INDEPENDENT ASSESSMENT (SCIA) TRAINING

BACKGROUND INFORMATION:
This workshop will review the newly revised 2015 Special Circumstances Independence Assessment (SCIA) Manual, to include: the Checklist for SCIA assistance, Independence Plan, updated forms, and the latest resources. It will provide an overview of the guidelines for incorporating SCIA Assistance into the student's IEP and Behavior Intervention Plan.

Our Lead Psychologists, who will be attending the workshop, will train our school psychologists and special education teachers based on the new SCIA guidelines.

RECOMMENDATION:
Approve the attendance and participation of Janette Ridgles, Program Specialist and Psychologists Rick Quintana, Denise Villezcas, Rebecca Ackerman, Martha Murillo and Miguel Aguilera; and to the Special Circumstances Independent Assessment (SCIA) training on August 24, 2016 at the San Diego Office of Education at a cost not to exceed $180.00 from Special Education funds.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$180.00 (Amount)	Special Education 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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: ENGAGING CHALLENGING STUDENTS WITH HIGH IMPACT STRATEGIES

BACKGROUND INFORMATION:
Using trauma-informed practices, positive psychology research, and best teaching practices, the training will focus on how to engage the whole child through the four major learning systems of the brain: the cognitive, emotional, social and physical. Topics include:

- How to boost attention focus and working memory;
- Eliciting conducive emotional states for learning;
- Processing negative emotions;
- Conversation techniques that reduce resistance and facilitate higher-order thinking;
- Stress management techniques to reduce performance anxiety;
- Keys to reaching the oppositional, the unmotivated, and the gifted learner;
- Mindfulness strategies to reduce burnout in those who work with challenging students

RECOMMENDATION:
Approve the attendance and participation of Psychologists Rick Quintana, Denise Villezcas, Rebeca Ackerman, Miguel Aguilera and Martha Murillo to the Engaging Challenging Students with High Impact Strategies training from August 30 to September 1, 2016 at the San Diego County Office of Education at a cost not to exceed $475.00 from Educator Effectiveness funds.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition # from PeopleSoft:
☒ Yes ☐ No	☒ Yes ☐ No	

$475.00	Education Effectiveness 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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 2016 VEBA ADVISORY COUNCIL MEETING

BACKGROUND INFORMATION:
The District has adopted and sponsors VEBA group health plans within the meaning of the Public Health Service Act, and the Internal Revenue Code of 1986 for eligible employees and their dependents.

Each year, VEBA's Advisory Council holds a meeting and invites districts' representatives to join in. During this meeting, important insurance information that may affect District employees is shared. It is important that our employees be kept abreast of upcoming changes, procedures, rates, etc.

RECOMMENDATION:
Approve/Ratify the participation of Mr. Daniel Chavez, Accounting Technician III to the 2016 VEBA Advisory Council Meeting to be held on August 12, 2016 in San Diego, California 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 2016-2017 Budget? ☐ Yes ☐ No

Requisition # 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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Director

AGENDA ITEM: PROFESSIONAL MEMBERSHIPS

BACKGROUND INFORMATION:
The Association of California School Administrators (ACSA) Personnel Institute is designed to appeal to those in all areas of human resources. The presenters are a well-chosen mix of practitioners, consultants and attorneys. This 3-day event offers interactive sessions and workshops that provide information on a variety of current issues that confront human resources departments, as well as the opportunity to network in both sessions and social settings. The ACSA event will be held from October 5-7, 2016 in Sacramento.

RECOMMENDATION:
Approve the attendance of Mr. Daniel Zummo, Director of Human Resources, to the Association of California School Administrators Personnel Institute to be held on October 5-7, 2016 in Sacramento, California at an estimated cost of $1,500.00 from the general fund.

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

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

Estimated $1,500.00 (Amount)	General Fund (Name of funding source and/or location)	-- (Funding account number)

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

Superintendent's Office Certification:

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

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: 2016 BENEFIT ADMIN TRAINING

BACKGROUND INFORMATION:
The 2016 Benefit Admin Training is for staff that handle benefits for their districts. Participants will have the opportunity to go over all plan changes and what it means for the District and its members. It is important that our employees be kept abreast of upcoming changes, procedures, etc.

RECOMMENDATION:
Approve the participation of Mr. Daniel Chavez, Accounting Technician III to the 2016 Benefit Admin Traning to be held on September 9, 2016 in San Diego, California at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # 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
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

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

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

RECOMMENDATION:
Approve the attendance and participation of 20 staff members districtwide (see attached list) to the Best Behavior: Building Positive Behavioral Interventions and Supports training on September 21 and 22, 2016 in San Diego at a cost not to exceed $1,500.00 from Special Education and Educator Effectiveness funds.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$1,500.00	Special Education and Educator Effectiveness 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

Best Behavior: Building Positive Behavioral Interventions and Supports training

Participants:

Efrain Burciaga, Principal

Erika Meza, Assistant Principal

Karina Kai, Outreach Consultant

Arturo Preciado, Campus Security

Entelechy Saron, Teacher

Manuela Colom, Principal

Luis Ramos, Assistant Principal

Ma. Elena Delgadillo, Teacher

Janielle Ednalino, Teacher

Maura Dunn, Teacher

Joel Tapia, Principal

Laura English, Teacher

Stevon Curry, Campus Security

Thelma Sotelo, SDC Teacher

Daniel Valarezo, Teacher

Manuel Bojorquez, Principal

Monica Olivan, Outreach Consultant

Dalia Gonzalez, Counselor

Veronica Trattner, Instructional Lead

Rick Quintana, Lead Psychologist

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: ANNUAL SUMMIT ON STUDENT ENGAGEMENT AND ATTENDANCE

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

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

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

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$550.00	Title I 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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: PUPIL SERVICES ADMINISTRATORS MEETINGS

BACKGROUND INFORMATION:
In order to stay in compliance with State and Federal laws as it relates to Pupil Services, the Student and Family Services Manager and Assistant Superintendent must attend various workshops and/or conferences throughout the year.

Pupil Services Administrators meetings are scheduled as follows:

- September 20, 2016
- November 10, 2016
- February 7, 2017
- May 10, 2017

RECOMMENDATION:
Approve the attendance and participation of Veronica Medina and Tony Hua to the Pupil Services Administrators meetings at the San Diego County Office of Education at no cost to the District.

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

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

N/A	--	
(Amount)	(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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: APPROVAL OF ATTENDANCE TO NETWORK MEETINGS FOR ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES

BACKGROUND INFORMATION:
In order to stay in compliance with State and Federal laws as it relates to Educational Services, the Assistant Superintendent must attend various Network meetings at the San Diego County Office of Education throughout the year.

For school year 2016-17, Assistant Superintendent is requesting approval for the following events/dates:

- ☐ *Curriculum and Instruction Administrator's Network*
  - September 8-9, 2016, • October 27, 2016, • December 8, 2016, • February 2, 2017
  - March 16, 2017 and • May 25, 2017
- ☐ *Long Term English Learners Network*
  - September 28, 2016, • December 14, 2016, • March 22, 2017 and • May 24, 2017
- ☐ *Dual Language Network – School Visits*
  - September 22, 2016, • October 20, 2016, • February 16, 2017 and • April 27, 2017

RECOMMENDATION:
Approve the attendance and participation of Tony Hua, Assistant Superintendent to the Curriculum and Instruction, Long Term English Learners and Dual Language Network meetings at the San Diego County Office of Education at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: SUBSTITUTE TEACHERS TO COVER FOR TEACHERS DURING PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:
Educational Services Department will be providing different Professional Developments during school year 2016-2017. These trainings are designed to better prepare our classroom teachers in different content areas and will be scheduled as needed.

In order for our teachers to participate in these Professional Developments, they will need to have substitute teachers to cover for them. We will have substitute teachers cleared and approved by Human Resources Department.

RECOMMENDATION:
Approve Substitute Teachers to cover for classroom teachers participating in Professional Developments during school year 2016-2017 at a cost to be determined from supplemental and concentration, Title II and Title III funds.

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

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

Sub Teacher's Rate	Supplemental & Concentration, Title II 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

Name	Skills
Adolf, Robert	Certificated
AGUAYO, REBECA	Certificated
Alarcon, Oscar	Certificated
ALDAZ, DENNISE	Certificated
Alonso, Maria-Teresa	Certificated
ALVAREZ-ALFARO, CLAUDIA	Certificated
ANDRADE, RAFAEL	Certificated
Arellano, Thiago	Certificated
Arevalos, Jose	Certificated
Ashcraft, Darrell	Certificated
Bentley, Benjamin	Certificated
Bermea, Gloria	Certificated
BORJA, JOHN	Certificated
CASTILLO, JUAN	Certificated
Cebreros, Martin	Certificated
COLONA, ERIC	Certificated
Cooper, Justin	Certificated
Daen, Evigard	Certificated
Deer, Joseph	Certificated
DIAZ, ADRIANA	Certificated
Diaz-Santana, Abraham	Certificated
Duffey, Jennifer	Certificated
DULEY, AMY	Certificated
ESPINOLA, MARIA	Certificated
Flores, Daniela	Certificated
Frazier, Ruth	Certificated
Freitas, Ellen	Certificated
Frias, Veronica	Certificated
GALARZA, FLORENCE	Certificated
GALINDO, GERARDO	Certificated
GARCIA, HELEN	Certificated
GHODS, MARIA	Certificated
Gomez de la Mora, Liba Isabel	Certificated
Gray, Shantee	Certificated
Gutierrez, Evelyn	Certificated
HERNANDEZ, ALMA	Certificated
Herrscher, Daniel	Certificated
HOPE, DOROTHY	Certificated
HUERTA, MARIA ISELA	Certificated
HUGHES, JANET	Certificated
Jones, Sharlene	Certificated
Jones-Fox, Jennifer	Certificated
Juarez, Richard	Certificated
Kier, Eduardo	Certificated
KITCH, THOMAS	Certificated

SYSD – Substitute List - Certificated

Name	Skills
LEON, JACEY	Certificated
Lopez, Raquel	Certificated
Lopez, Socorro	Certificated
MACIAS, IRENE	Certificated
Mancillas, Yaxha	Certificated
Manrique, Maria	Certificated
Martinez, Theresa	Certificated
Mason, Sydney	Certificated
McCALIP, WILLIAM	Certificated
MILLER, MELANIE	Certificated
Munoz, Karina	Certificated
NUNEZ, ELDA	Certificated
Nunez, Joaquin	Certificated
OKINCZYC, MARY	Certificated
OLAOYE, IYIOLUWA'DE	Certificated
OLIVOS, EDWARD	Certificated
OROPEZA, YESSICA	Certificated
Ortiz, Juan	Certificated
Pauley, Catherine	Certificated
PUGA, LAURA	Certificated
Ramirez, Melissa	Certificated
RAMON, DIANA	Certificated
RAMOS, KAREN	Certificated
Ramos, Kristi	Certificated
Raygoza, Claudia	Certificated
REYNOLDS, VERONICA	Certificated
Rios, Vanessa	Certificated
Rodriguez, Claudia	Certificated
RODRIGUEZ, GUSTAVO	Certificated
Rose, Jarrett	Certificated
SANDOVAL, JOSE	Certificated
SILVEYRA, ANDY	Certificated
VILLA, KARLA	Certificated
Walters, Mark	Certificated
Wilson, Julia	Certificated
Yacopi, Sergio	Certificated
ZONTA, JONATHAN	Certificated
ZUAZO, MARIA	Certificated

BUSINESS

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PURCHASING REPORT

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

RECOMMENDATION:
Approve/Ratify the following purchase orders incurred by the District during the period of July 1, 2016 through August 10, 2016. (Report #1): ▪ General Fund: 0000000196-0000000211, 0000000214-0000000227, 0000000229, 0000000231-0000000234, 0000000238-0000000242, 0000000244, 0000000246-0000000248, 0000000250, 0000000261-0000000265, 0000000267-0000000276, 0000000278-0000000293, 0000000302-0000000304, 00000000307-0000000314-0000000316-0000000319, 0000000327-0000000339, 0000000341, 0000000343-0000000351, 0000000354-0000000355, 0000000357, 00000003590000000366, 0000000369-0000000380, 0000000383-0000000385, 0000000387-0000000389, 0000000392-0000000395, 0000000397-0000000403, 0000000405-0000000406, 0000000408-0000000410, 0000000417 ▪ Child Development Fund: 0000000382 ▪ Cafeteria Fund: 0000000204, 0000000212, 0000000228, 0000000230, 0000000235-0000000237, 0000000243, 0000000245, 0000000249, 0000000252-0000000260, 0000000294-0000000301, 0000000305-0000000306, 0000000315, 0000000320-0000000324, 0000000326, 0000000340, 0000000352-0000000353, 0000000358, 0000000362, 0000000381, 0000000390-0000000391, 0000000396, 0000000404, 0000000407, 0000000414-0000000416 ▪ Building Fund: 0000000342, 0000000359, 0000000367, 0000000375, 0000000386, 0000000401, 0000000412-0000000413.

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

Financial Implications?	Are funds for this item available in the 2016-17 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Varies	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 No.	PO Date	Supplier	PO Ref	Fund	Resource	Total by Account
0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000197	7/5/2016	REPUBLIC SERVICES	UTILITIES	0100	0000000	140,000.00
0000000198	7/5/2016	SAN DIEGO GAS & ELECTRICT	UTILITIES	0100	0000000	800,000.00
0000000198	7/5/2016	SAN DIEGO GAS & ELECTRICT	UTILITIES	0100	0000000	40,000.00
0000000199	7/5/2016	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	500,000.00
0000000199	7/5/2016	SAN DIEGO GAS & ELECTRIC	UTILITIES	0100	0000000	20,000.00
0000000200	7/5/2016	SAN DIEGO UNION-TRIBUNE	CONTRACTED SERVICES	0100	0000000	453.12
0000000201	7/5/2016	PITNEY BOWES	CONTRACTED SERVICES	0100	0000000	714.88
0000000202	7/5/2016	HAWTHORNE LIFT SYSTEMS	CONTRACTED SERVICES	0100	0000000	596.16
0000000203	7/5/2016	SPARKLETTS	CONTRACTED SERVICES	0100	0000000	1,500.00
0000000204	7/5/2016	CHEVRON U.S.A. INC.	CONTRACTED SERVICES	0100	0000000	1,000.00
0000000204	7/5/2016	CHEVRON U.S.A. INC.	CONTRACTED SERVICES	0100	0000000	11,000.00
0000000204	7/5/2016	CHEVRON U.S.A. INC.	CONTRACTED SERVICES	0100	0982000	11,000.00
0000000204	7/5/2016	CHEVRON U.S.A. INC.	CONTRACTED SERVICES	0100	8150000	11,000.00
0000000205	7/5/2016	NORTH COUNTY EDUCATIONAL	CONTRACTED SERVICES	0100	0000000	200.00
0000000206	7/5/2016	SCHMIDT FIRE PROTECTION CO INC	CONTRACTED SERVICES	0100	8150000	384.00
0000000207	7/5/2016	SCHOLASTIC BOOK FAIR	INSTRUCTIONAL SUPPLIES	0100	0300477	1,647.35
0000000208	7/5/2016	SAN DIEGO FLOOD BUSTERS INC.	CONTRACTED SERVICES	0100	8150000	8,328.04
0000000209	7/5/2016	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	251.00
0000000210	7/6/2016	DOMTAR PAPER CO. LLC	SCHOOL SUPPLIES	0100	0000000	5,702.40
0000000211	7/7/2016	CORODATA RECORDS MANAGEMENT, INC.	CONTRACTED SERVICES	0100	0000000	92.09
0000000214	7/8/2016	HOME DEPOT	MAINTENANCE SUPPLIES	0100	8150000	15,000.00
0000000215	7/8/2016	SCHOOL INNOVATIONS	CONTRACTED SERVICES	0100	0000000	11,500.00
0000000215	7/8/2016	SCHOOL INNOVATIONS	CONTRACTED SERVICES	0100	0000000	4,800.00
0000000216	7/8/2016	WILLY'S ELECTRONIC SUPPLY CO.	ELECTRONIC SUPPLIES	0100	0000000	2,000.00
0000000217	7/8/2016	HOME DEPOT	MAINTENANCE SUPPLIES	0100	0000000	1,000.00
0000000218	7/8/2016	MPC ELECTRONICS INC	ELECTRICAL SUPPLIES	0100	0000000	1,000.00
0000000219	7/8/2016	WIRELESS PRO'S	INFORMATIONAL SUPPLIES	0100	0000000	200.00
0000000220	7/8/2016	STAPLES, INC.	OFFICE SUPPLIES	0100	0000000	500.00
0000000221	7/8/2016	VALLEY TRACTOR & EQUIPMENT	CONTRACTED SERVICES	0100	8150000	2,000.00
0000000222	7/8/2016	COURTNEY TIRE SERVICE	CONTRACTED SERVICES	0100	8150000	3,000.00
0000000223	7/8/2016	SCHOOL INNOVATIONS	CONTRACTED SERVICES	0100	0000000	7,350.00
0000000224	7/8/2016	AUDIOMETRICS	CONTRACTED SERVICES	0100	0000000	135.00
0000000225	7/8/2016	DION INTERNATIONAL TRUCK INC.	MECHANIC SUPPLIES	0100	0982000	10,000.00

PO No.	PO Date	Supplier	PO Ref	Fund	Resource	Total by Account
0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000226	7/8/2016	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	3,000.00
0000000226	7/8/2016	A-Z BUS SALES, INC.	CONTRACTED SERVICES	0100	0982000	7,000.00
0000000227	7/8/2016	FLEET SERVICES INC.	TRANSPORTATION SUPPLIES	0100	0982000	3,000.00
0000000229	7/8/2016	RANCHO AUTO & TRUCK PARTS	MECHANIC SUPPLIES	0100	8150000	2,000.00
0000000231	7/8/2016	GRAINGER	MAINTENANCE DEPT.	0100	8150000	6,000.00
0000000232	7/8/2016	THE HOME DEPOT SUPPLY	MAINTENANCE SUPPLIES	0100	8150000	5,000.00
0000000233	7/8/2016	DIXIELINE LUMBER CO	MAINTENANCE SUPPLIES	0100	8150000	3,000.00
0000000234	7/8/2016	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	0100	8150000	5,000.00
0000000238	7/8/2016	VALLEY INDUSTRIAL SPECIALTIES	MAINTENANCE SUPPLIES	0100	8150000	3,000.00
0000000239	7/8/2016	RCP BLOCK & BRICK	MAINTENANCE SUPPLIES	0100	8150000	5,000.00
0000000240	7/8/2016	RUSSELL SIGLER, INC	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000000241	7/8/2016	SOUTH BAY FENCE, INC.	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
0000000242	7/8/2016	UNITED RENTALS	CONTRACTED SERVICES	0100	8150000	1,000.00
0000000244	7/8/2016	WESTAIR GASES & EQUIPMENT INC	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
0000000246	7/8/2016	WILLY'S ELECTRONIC SUPPLY CO.	ELECTRONIC SUPPLIES	0100	8150000	1,000.00
0000000247	7/8/2016	FASTENAL COMPANY	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
0000000248	7/8/2016	SAN DIEGO ELECTRIC	CONTRACTED SERVICES	0100	8150000	1,000.00
0000000250	7/8/2016	CALIFORNIA ELECTRIC SUPPLY	CONTRACTED SERVICES	0100	8150000	2,000.00
0000000251	7/8/2016	SCHOOL HEALTH CORPORATION	CONTRACTED SERVICES	0100	0000000	350.00
0000000251	7/8/2016	SCHOOL HEALTH CORPORATION	CONTRACTED SERVICES	0100	0000000	297.00
0000000261	7/8/2016	WESTERN GRAPHIX	TRANSPORTATION SUPPLIES	0100	0982000	726.32
0000000262	7/8/2016	EWING IRRIGATION	MAINTENANCE SUPPLIES	0100	0000000	6,000.00
0000000263	7/8/2016	OPTIMUM FLOORCARE	MAINTENANCE SUPPLIES	0100	0000000	3,000.00
0000000264	7/8/2016	PRO POWER	MAINT. SUPPLIES	0100	0000000	3,000.00
0000000265	7/8/2016	STOTZ EQUIPMENT	CONTRACTED SWRVICES	0100	0000000	3,000.00
0000000267	7/8/2016	RANCHO SAN DIEGO NURSERY INC	MAINTENACE SUPPLIES	0100	0000000	1,000.00
0000000268	7/8/2016	THE SHERWIN-WILLIAMS CO.	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
0000000269	7/8/2016	CLARK SECURITY PRODUCTS	MAINTENANCE SUPPLIES	0100	8150000	3,000.00
0000000270	7/8/2016	HOME DEPOT	MAINTENANCE SUPPLIES	0100	0000000	2,000.00
0000000271	7/8/2016	DUNN-EDWARDS CORP.	MAINTENANCE SUPPLIES	0100	8150000	5,000.00
0000000272	7/8/2016	IMPERIAL SPRINKLER SUPPLY	MAINTENANCE SUPPLIES	0100	0000000	2,000.00
0000000273	7/8/2016	TIFCO INDUSTRIES	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000000274	7/8/2016	BATTERY SYSTEMS	MAINTENANCE SUPPLIES	0100	8150000	2,000.00

PO No.	PO Date	Supplier	PO Ref	Fund	Resource	Total by Account
0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000275	7/8/2016	JOHNSON CONTROLS	CONTRACTED SERVICES	0100	8150000	20,000.00
0000000276	7/8/2016	HARRELL'S LLC	MAINTENANCE SUPPLIES	0100	0000000	1,000.00
0000000278	7/8/2016	BUS WEST	MECHANICAL SUPPLIES	0100	0982000	2,000.00
0000000279	7/8/2016	FERGUSON ENTERPRISES,INC#1350	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000000280	7/8/2016	HOME DEPOT	MAINTENANCE SUPPLIES	0100	0982000	1,000.00
0000000281	7/8/2016	BJ'S RENTALS, INC.	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000000282	7/8/2016	LOS ANGELES FREIGHTLINER	CONTRACTED SERVICES	0100	0982000	2,000.00
0000000283	7/8/2016	RANCHO AUTO & TRUCK PARTS	TRANSPORTATION SUPPLIES	0100	0982000	3,000.00
0000000284	7/8/2016	STANDARD PLUMBING & INDUSTRIAL	CONTRACTED SERVICES	0100	8150000	2,000.00
0000000285	7/8/2016	BELLAMA	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
0000000286	7/8/2016	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	8150000	1,000.00
0000000286	7/8/2016	CRYSTAL CLEAR GLASS & MIRROR	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000000287	7/8/2016	FLYERS ENERGY	CONTRACTED SERVICES	0100	0982000	40,000.00
0000000288	7/8/2016	WIRELESS PRO'S	MAINTENANCE SUPPLIES	0100	8150000	500.00
0000000289	7/8/2016	SOUTHERN CALIFORNIA TRANE	MAINTENANCE SUPPLIES	0100	8150000	2,000.00
0000000290	7/8/2016	TURF STAR INC.	MAINTENANCE SUPPLIES	0100	0000000	2,000.00
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	2,500.00
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	13,422.61
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	11,907.16
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	11,582.42
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	2,960.70
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	1,158.53
0000000291	7/8/2016	CARNEGIE LEARNING	INSTRUCTIONAL SUPPLIES	0100	0000001	1,158.53
0000000292	7/12/2016	P.I.P.S.	CONTRACTED SERVICES	0100	0000000	57,539.75
0000000293	7/18/2016	CHARLES G. HARDY	MAINTENACE SUPPLIES	0100	8150000	2,994.15
0000000302	7/19/2016	SAN DIEGO FLOOD BUSTERS INC.	CONTRACTED SERVICES	0100	8150000	2,042.20
0000000303	7/19/2016	AHLEE BACKFLOW SERVICE, INC.	CONTRACTED SERVICES	0100	8150000	216.00
0000000304	7/19/2016	FIREHAWK	CONTRACTED SERVICES	0100	8150000	4,219.95
0000000307	7/19/2016	MCGREGOR AND ASSOCIATED	CONTRACTED SERVICES	0100	0300100	5,200.00
0000000308	7/19/2016	CORODATA RECORDS MANAGEMENT, INC.	CONTRACTED SERVICES	0100	0000000	1,000.00
0000000309	7/19/2016	ASSOCIATED VALUATION SERVICES	CONTRACTED SERVICES	0100	0000000	7,002.32
0000000310	7/19/2016	FEDEX	POSTAGE	0100	0000000	1,000.00
0000000311	7/19/2016	RED SCHOOLHOUSE SOFTWARE	CONTRACTED SERVICES	0100	0000001	7,260.00

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0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000311	7/19/2016	RED SCHOOLHOUSE SOFTWARE	CONTRACTED SERVICES	0100	0000001	13,310.00
0000000311	7/19/2016	RED SCHOOLHOUSE SOFTWARE	CONTRACTED SERVICES	0100	0000001	3,000.00
0000000311	7/19/2016	RED SCHOOLHOUSE SOFTWARE	CONTRACTED SERVICES	0100	0000001	224.00
0000000312	7/19/2016	CORODATA RECORDS MANAGEMENT, INC.	OFFICE SUPPLIES	0100	0000000	210.60
0000000313	7/20/2016	SITEONE LANDSCAPE SUPPLY	CONTRACTED SERVICES	0100	0000000	1,000.00
0000000314	7/20/2016	WHOLESALE SCHOOLWEAR, INC.	UNIFORMS	0100	3010005	10,000.00
0000000316	7/21/2016	ALL AMERICAN EMPLOYEE AWARDS	INCENTIVES	0100	0000000	1,959.33
0000000316	7/21/2016	ALL AMERICAN EMPLOYEE AWARDS	INCENTIVES	0100	0000000	391.87
0000000317	7/22/2016	I B TROPHIES & AWARDS	INCENTIVES & AWARDS	0100	0000000	3,478.12
0000000317	7/22/2016	I B TROPHIES & AWARDS	INCENTIVES & AWARDS	0100	0000000	100.72
0000000318	7/22/2016	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	8150000	2,429.92
0000000319	7/25/2016	DOMTAR PAPER CO. LLC	INSTRUCTIONAL SUPPLIES	0100	0000000	5,702.40
0000000327	7/27/2016	HAWTHORNE MACHINERY	MECHANIC SUPPLIES	0100	0982000	10,000.00
0000000328	7/27/2016	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	0100	8150000	11,050.00
0000000329	7/27/2016	HAWTHORNE MACHINERY	CONTRACTED SERVICES	0100	0982000	16,704.00
0000000330	7/27/2016	DION INTERNATIONAL TRUCK INC.	CONTRACTED SERVICES	0100	0982000	4,247.16
0000000331	7/27/2016	SAN DIEGO COUNTY SCHOOL BOARDS	DUES & MEMBERSHIPS	0100	0000000	167.36
0000000332	7/27/2016	DIALCOM SYSTEMS GROUP, INC	CONTRACTED SERVICES	0100	8150000	13,980.00
0000000333	7/27/2016	AMERI-MEX PLUMBING INC	CONTRACTED SERVICES	0100	8150000	2,783.90
0000000334	7/27/2016	HYDROTEX PARTNERS, LTD	MECHANIC SUPPLIES	0100	0982000	5,000.00
0000000335	7/27/2016	AUTO-JET MUFFLER CORPORATION	MECHANIC SUPPLIES	0100	0982000	5,000.00
0000000336	7/27/2016	HOSEPOWER USA	MECHANIC SUPPLIES	0100	0982000	2,000.00
0000000337	7/27/2016	CALIFORNIA DEPT. OF JUSTICE	CONTRACTED SERVICE	0100	0000000	5,000.00
0000000338	7/27/2016	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	995.00
0000000339	7/27/2016	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	63.72
0000000341	7/29/2016	FRONTLINE TECHNOLOGIES GROUP	MAINTENANCE AGREEMENT	0100	0000000	10,764.00
0000000343	7/29/2016	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	63.72
0000000344	7/29/2016	JASPERTRONICS	OFFICE SUPPLIES	0100	0000000	1,619.78
0000000345	7/29/2016	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	1,666.93
0000000345	7/29/2016	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	160.67
0000000345	7/29/2016	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	0000000	26.78
0000000346	7/29/2016	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	578.88
0000000346	7/29/2016	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	183.06

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0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000347	7/29/2016	SEARS	OFFICE SUPPLIES	0100	0000000	256.28
0000000348	7/29/2016	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	92.98
0000000349	7/29/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	215.89
0000000349	7/29/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	9.22
0000000349	7/29/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	2.69
0000000350	7/29/2016	BLACKBOARD INC	PROFESSIONAL SERVICES	0100	0000000	7,500.00
0000000350	7/29/2016	BLACKBOARD INC	PROFESSIONAL SERVICES	0100	0000000	11,484.00
0000000351	8/1/2016	CSBA	CONTRACTED SERVICES	0100	0000000	2,435.00
0000000354	8/1/2016	GRAINGER	MECHANIC SUPPLIES	0100	0982000	1,000.00
0000000355	8/1/2016	THE LIGHTHOUSE INC	MECHANIC SUPPLIES	0100	0982000	1,000.00
0000000357	8/1/2016	THE BATTERY PLACE	MECHANIC SUPPLIES	0100	0982000	2,000.00
0000000359	8/1/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	9,809.00
0000000359	8/1/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	7,528.00
0000000359	8/1/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	352.03
0000000359	8/1/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	21,426.00
0000000359	8/1/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	15,412.00
0000000360	8/1/2016	ELLA SOUTH BAY MAGAZINE INC.	CONTRACTED SERVICES	0100	0000001	10,400.00
0000000361	8/1/2016	FLOYD & HOWERTON PLUMBING, INC	CONTRACTED SERVICES	0100	8150000	585.00
0000000362	8/1/2016	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0000000	215.88
0000000362	8/1/2016	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0300070	215.88
0000000362	8/1/2016	ZONAR SYSTEMS	CONTRACTED SERVICES	0100	0982000	4,210.08
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	587.57
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	86.08
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	62.00
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,076.78
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	24.61
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	30.59
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	94.39
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	1,633.18
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	547.40
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	77.81
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	137.60
0000000363	8/1/2016	WAXIE SANITARY SUPPLY	CUSTODIAL SUPPLIES	0100	0000000	54.24

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0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000364	8/1/2016	LOS ANGELES COUNTY OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	106.92
0000000364	8/1/2016	LOS ANGELES COUNTY OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	7.48
0000000365	8/1/2016	SOUTHLAND TECHNOLOGY, INC.	IT SUPPLIES	0100	0000000	321.93
0000000366	8/1/2016	FIREHAWK	CONTRACTED SERVICES	0100	0982000	526.61
0000000366	8/1/2016	FIREHAWK	CONTRACTED SERVICES	0100	8150000	3,697.59
0000000369	8/2/2016	ADMIN ARSENAL, INC.	CONTRACTED SERVICES	0100	0000000	500.00
0000000370	8/3/2016	VECTOR USA	CONTRACTED SERVICES	0100	0000000	9,612.00
0000000371	8/3/2016	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	1,031.40
0000000372	8/3/2016	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	130.64
0000000373	8/3/2016	UNISOURCE WORLDWIDE INC.	PUBLICATION SUPPLIES	0100	0000000	296.95
0000000373	8/3/2016	UNISOURCE WORLDWIDE INC.	PUBLICATION SUPPLIES	0100	0000000	775.98
0000000374	8/4/2016	AMAZON.COM, INC.	IT SUPPLIES	0100	0000000	503.24
0000000375	8/4/2016	MARIBEL S. MEDINA	LEGAL FEES	0100	0000000	4,543.29
0000000376	8/4/2016	PLATINUM PARTY RENTALS	CONTRACTED SERVICES	0100	3010005	466.00
0000000377	8/4/2016	DIMENSION DATA NORTH AMERICA	CONTRACTED SERVICES	0100	0000000	3,200.00
0000000378	8/4/2016	NATIONAL CENTER FOR EDUCATION	DUES & MEMBERSHIPS	0100	0000000	6,950.00
0000000379	8/4/2016	SOUTHERN CALIFORNIA RELIEF	CONTRACTED SERVICES	0100	0000000	203,861.00
0000000380	8/5/2016	CALIFORNIA STATE UNIVERSITY, NORTHRIDGE	REGISTRATION FEE	0100	6500000	3,590.00
0000000383	8/8/2016	PRINCIPAL'S EXCHANGE	CONTRACTED SERVICES	0100	3010000	250,000.00
0000000384	8/8/2016	SCHMIDT FIRE PROTECTION CO INC	CONTRACTED SERVICES	0100	8150000	384.00
0000000385	8/8/2016	SCHOOLS EXCESS LIABILITY FUND	CONTRACTED SERVICES	0100	0000000	21,199.20
0000000387	8/8/2016	HANDY METAL MART	MECHANIC SUPPLIES	0100	0982000	500.00
0000000388	8/8/2016	HOSEPOWER USA	MECHANIC SUPPLIES	0100	0982000	1,761.83
0000000389	8/8/2016	VMA COMMUNICATIONS, INC.	CONTRACTED SERVICES	0100	0000000	147,000.00
0000000392	8/8/2016	GOLDEN BOY MOBILITY	CONTRACTED SERVICES	0100	0982000	3,095.50
0000000393	8/8/2016	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	7,628.58
0000000393	8/8/2016	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	643.68
0000000393	8/8/2016	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	4,956.34
0000000393	8/8/2016	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	338.00
0000000393	8/8/2016	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	1,588.14
0000000393	8/8/2016	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	6300000	7,628.58
0000000394	8/8/2016	GREGORY MARK BAER	CONTRACTED SERVICES	0100	6500000	40,000.00
0000000395	8/8/2016	PARADIGM HEALTHCARE SERVICES	CONTRACTED SERVICES	0100	5640000	5,000.00

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0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000397	8/8/2016	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	372.60
0000000397	8/8/2016	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	447.12
0000000397	8/8/2016	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	74.52
0000000397	8/8/2016	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	74.52
0000000397	8/8/2016	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	74.52
0000000398	8/9/2016	SUNBELT RENTALS, INC.	CONTRACTED SERVICES	0100	8150000	30,230.20
0000000399	8/9/2016	GREATER SAN DIEGO AFTER-SCHOOL ALL STARS	CONTRACTED SERVICES	0100	0000001	425,591.35
0000000400	8/9/2016	STANLEY CONVERGENT SECURITY	CONTRACTED SERVICES	0100	8150000	261.35
0000000401	8/9/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	209.99
0000000401	8/9/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	9,119.00
0000000401	8/9/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	10,863.00
0000000401	8/9/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	16,741.00
0000000401	8/9/2016	LEAL & TREJO APC	LEGAL FEES	0100	0000000	11,766.00
0000000402	8/9/2016	SAN JOAQUIN COUNTY OF EDUCATIO	CONTRACTED SERVICES	0100	0000000	690.60
0000000403	8/9/2016	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	861.22
0000000405	8/9/2016	PARADIGM HEALTHCARE SERVICES	CONTRACTED SERVICES	0100	0490000	6,000.00
0000000406	8/9/2016	ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	894.24
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	26.44
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	18.86
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	86.39
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	5.93
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4.31
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	7.99
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	7.99
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	7.99
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	40.13
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	40.13
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4.92
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	68.93
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	68.93
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	34.86
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	66.45
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	40.93

PO No.	PO Date	Supplier	PO Ref	Fund	Resource	Total by Account
0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000408	8/10/2016	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	53.75
0000000409	8/10/2016	BMR HEALTH SERVICES, INC	CONTRACTED SERVICES	0100	6500000	216,000.00
0000000410	8/10/2016	SCHOOL HEALTH CORPORATION	MEDICAL SUPPLIES	0100	0490000	1,090.91
0000000417	8/10/2016	PRUDENTIAL OVERALL	CONTRACTED SERVICES	0100	8150000	5,000.00
					Total for 0100	3,818,607.73
0000000382	8/8/2016	CHILD DEVELOPMENT ASSOCIATES, INC.	CONTRACTED SERVICES	1200	9024000	7,027.00
					Total for 1200	7,027.00
0000000204	7/5/2016	CHEVRON U.S.A. INC.	CONTRACTED SERVICES	1300	5310000	1,000.00
0000000212	7/8/2016	CATALINA OFFSHORE PRODUCTS, INC	CAFETERIA FOOD	1300	5310000	25,000.00
0000000228	7/8/2016	K & M Foodservice	CAFETERIA FOOD	1300	5310000	50,000.00
0000000230	7/8/2016	SELECTA INTERNATIONAL	CAFETERIA FOOD	1300	5310000	1,000.00
0000000235	7/8/2016	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	150,000.00
0000000236	7/8/2016	BJ'S RENTALS, INC.	CONTRACTED SERVICES	1300	5310000	1,500.00
0000000237	7/8/2016	C&M MOTORS	CONTRACTED SERVICES	1300	5310000	2,500.00
0000000243	7/8/2016	COMMERCIAL GAS APPLIANCE	CONTRACTED SERVICES	1300	5310000	7,000.00
0000000245	7/8/2016	COUNTY OF SAN DIEGO	CONTRACTED SERVICES	1300	5310000	2,100.00
0000000249	7/8/2016	GRAINGER	MAINTENANCE SUPPLIES	1300	5310000	750.00
0000000252	7/8/2016	HOME DEPOT	MAINTENANCE SUPPLIES	1300	5310000	3,500.00
0000000253	7/8/2016	LLOYD PEST CONTROL CO.	CONTRACTED SERVICES	1300	5310000	3,200.00
0000000254	7/8/2016	MEXAM ENTERPRISES, INC.	CAFETERIA SUPPLIES	1300	5310000	1,500.00
0000000255	7/8/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	5,000.00
0000000256	7/8/2016	RANCHO AUTO & TRUCK PARTS	MAINTENANCE SUPPLIES	1300	5310000	2,000.00
0000000257	7/8/2016	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	1300	5310000	1,000.00
0000000258	7/8/2016	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1300	5310000	1,500.00
0000000259	7/8/2016	LEABO FOODS DISTRIBUTION, INC.	CAFETERIA FOOD	1300	5310000	550,000.00
0000000260	7/8/2016	AMERICAN PRODUCE DISTRIBUTORS	CAFETERIA FOOD	1300	5310000	3,500.00
0000000294	7/19/2016	SNA EMPORIUM	OFFICE SUPPLIES	1300	5310000	1,000.00
0000000295	7/19/2016	GALASSO'S BAKERY	CAFETERIA FOOD	1300	5310000	2,500.00
0000000296	7/19/2016	SAFEWAY INC. -VONS DIVISION	CAFETERIA FOOD	1300	5310000	5,000.00

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0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000297	7/19/2016	LEABO FOODS DISTRIBUTION, INC.	CAFETERIA FOOD	1300	5310000	5,000.00
0000000298	7/19/2016	WAL- MART COMMUNITY/GECRB	CAFETERIA SUPPLIES	1300	5310000	1,500.00
0000000299	7/19/2016	HOLLANDIA DAIRY INC.	CONTRACTED SERVICES	1300	5310000	250,000.00
0000000300	7/19/2016	SHIRTS UNLIMITED LLC.	CONTRACTED SERVICES	1300	5310000	3,000.00
0000000301	7/19/2016	SAN DIEGO RESTAURANT SUPPLY	CAFETERIA SUPPLIES	1300	5310000	5,000.00
0000000305	7/19/2016	EDWARD DON & COMPANY	CAFETERIA SUPPLIES	1300	5310000	5,451.60
0000000306	7/19/2016	HUMBERTO ALONSO	CONTRACTED SERVICES	1300	5310000	1,000.00
0000000315	7/21/2016	P&R PAPER SUPPLY COMPANY, INC.	PAPER SUPPLIES	1300	5310000	30,000.00
0000000320	7/26/2016	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	5,928.00
0000000321	7/26/2016	ACE COOLING & FREEZING	CONTRACTED SERVICES	1300	5310000	35,000.00
0000000322	7/26/2016	AFFORDABLE GREASE PUMPING	CONTRACTED SERVICES	1300	5310000	3,210.00
0000000323	7/26/2016	GALASSO'S BAKERY	CAFETERIA FOOD	1300	5310000	80,000.00
0000000324	7/27/2016	PRUDENTIAL OVERALL SUPPLY	CONTRACTED SERVICES	1300	5310000	7,790.00
0000000326	7/27/2016	SIMPLEXGRINNELL LP	CONTRACTED SERVICES	1300	5310000	5,000.00
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	15.38
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	47.39
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	17.27
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	155.42
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	143.53
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	236.93
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	12.92
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	215.91
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	37.79
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	28.07
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	204.10
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	16.19
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	194.83
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	40.93
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	15.38
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	43.07
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	348.14
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	38.65
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	64.69

PO No.	PO Date	Supplier	PO Ref	Fund	Resource	Total by Account
0000000196	7/5/2016	CITY TREASURER	UTILITIES	0100	0000000	200,000.00
0000000340	7/27/2016	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	25.89
0000000352	8/1/2016	HOLLANDIA DAIRY INC.	CAFETERIA FOOD	1300	5310000	1,000.00
0000000353	8/1/2016	P&R PAPER SUPPLY COMPANY, INC.	PAPER GOODS	1300	5310000	5,000.00
0000000358	8/1/2016	SOUTHWEST FEED GRAIN& HAY	CONTRACTED SERVICES	1300	5310000	300.00
0000000362	8/1/2016	ZONAR SYSTEMS	CONTRACTED SERVICES	1300	5310000	431.76
0000000381	8/5/2016	AMAZON.COM, INC.	CAFETERIA EQUIPMENT	1300	5310000	376.41
0000000390	8/8/2016	LIZBETH ROCHA	CONTRACTED SERVICES	1300	5310000	360.00
0000000391	8/8/2016	AMAZON.COM, INC.	CAFETERIA SUPPLIES	1300	5310000	2,703.89
0000000396	8/8/2016	SMART & FINAL	REFRESHMENT	1300	5310000	3,000.00
0000000404	8/9/2016	SALUM REVILLA ENTERPRISES LLC	CONTRACTED SERVICES	1300	5310000	647.57
0000000407	8/9/2016	P&P FOOD SERVICES, INC	CAFETERIA FOOD	1300	5310000	375.00
0000000414	8/10/2016	TECH-24	CONTRACTED SERVICES	1300	5310000	35,000.00
0000000415	8/10/2016	AMAZON.COM, INC.	CAFETERIA EQUIPMENT	1300	5310000	2,102.66
0000000416	8/10/2016	EDUCATION MANAGEMENT	CONTRACTED SERVICES	1300	5310000	5,990.00
					Total for 1300	1,317,619.37
0000000342	7/29/2016	DEPARTMENT OF GENERAL SERVICES	CONTRACTED SERVICES	2110	9010000	1,000.12
0000000359	8/1/2016	LEAL & TREJO APC	LEGAL FEES	2110	9010000	6,998.00
0000000367	8/2/2016	BLUE COAST CONSULTING	CONTRACTED SERVICES	2110	9010000	3,285.00
0000000375	8/4/2016	MARIBEL S. MEDINA	LEGAL FEES	2110	9010000	13,231.71
0000000386	8/8/2016	MICHAEL BAKER INTERNATIONAL	CONTRACTED SERVICES	2110	9010000	22,604.00
0000000401	8/9/2016	LEAL & TREJO APC	LEGAL FEES	2110	9010000	8,957.00
0000000412	8/10/2016	CALIFORNIA FINANCIAL SERVICES	CONTRACTED SERVICES	2110	9010000	233,285.00
0000000413	8/10/2016	ALLIANCE ENGINEERING OF CALIFORNIA, INC	CONTRACTED SERVICES	2110	9010000	25,000.00
					Total for 2110	314,360.83
					Grand Total	5,457,614.93

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: EXPENDITURE REPORT

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

The following are expenditures incurred by the District during the period of June 30, 2016 through August 15, 2016. Listing sheets #856 through #879. Payments were made with checks #14-140400 through #14-150804 for a total expenditure of $1,579,081.61 from the following sources:

General Fund - $1,427,969.27
Cafeteria Fund - $114,242.10
Child Development Fund- $8,027.12
Building Fund- $28,843.12

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

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$1,579,081.61	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

03300: San Ysidro 2016-08-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000085 - SUNBELT RENTALS, INC.	14150801	7,557.55	RENTAL	7,557.55	0000000398	7,557.55	0100	8150000	0000	8100	5600005	070		
0000000087 - GREATER SAN DIEGO AFTER-SCHOOL ALL STARS	14150802	276,634.38	0000002	276,634.38	0000000399	276,634.38	0100	0000001	1110	4200	4300013	061		
000258 - PARADIGM HEALTHCARE SERVICES	14150803	500.00	SMAA004321	500.00	0000000405	500.00	0100	0490000	0000	3140	5800010	052		
004834 - VMA COMMUNICATIONS, INC.	14150804	19,233.27	SYUSD16	19,233.27	0000000389	19,233.27	0100	0000000	0000	7200	5800010	064		

Business Unit Total: $303,925.20

Fund 01

879

03300: San Ysidro 2016-08-12

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000002 - JOSE ARTURO SANCHEZ MACIAS	14150408	1,158.45	REIMBURSEMENT	1,158.45		1,158.45	0100	0000001	0000	7200	5200003	061		
0000000006 - K & M Foodservice	14150409	2,820.11	2290076	2,820.11	0000000228	2,820.11	1300	5310000	0000	3700	4700001	085		
0000000010 - SELECTA INTERNATIONAL	14150410	306.21	054775	306.21	0000000230	306.21	1300	5310000	0000	3700	4700001	085		
0000000043 - LEABO FOODS DISTRIBUTION, INC.	14150411	21,999.28	401239F	21,999.28	0000000259	21,999.28	1300	5310000	0000	3700	4700001	085		
0000000079 - P&P FOOD SERVICES, INC	14150412	375.00	2001	375.00	0000000407	375.00	1300	5310000	0000	3700	4700002	085		
0000000082 - CHILD DEVELOPMENT ASSOCIATES, INC.	14150413	7,027.00	UNSPENT FUNDS	7,027.00	0000000382	7,027.00	1200	9024000	0001	1000	4400000	076		
0000000083 - SCHOOLS EXCESS LIABILITY FUND	14150414	21,199.20	0716-3768379	21,199.20	0000000385	21,199.20	0100	0000000	0000	7200	5450000	071		
000409 - SAN DIEGO UNION-TRIBUNE	14150415	2,575.00	002802158	2,575.00	0000000194	2,575.00	0100	0000000	0000	7200	5800007	061		
00067A - SAN DIEGO GAS & ELECTRICT	14150416	35,523.02	JULY BILL	35,523.02	0000000198	35,523.02	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14150416	35,523.02	JULY BILL	35,523.02	0000000198	0.00	0100	0000000	0000	8200	5500002	069		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14150417	6,096.30	80080766-00	6,096.30	0000000315	6,096.30	1300	5310000	0000	3700	4300028	085		
001161 - HOME DEPOT	14150418	993.94	HOME DEPOT	993.94	0000000214	993.94	0100	8150000	0000	8100	4300007	070		
002355 - I B TROPHIES & AWARDS	14150419	3,578.84	7248	3,578.84	0000000317	100.72	0100	0000000	0000	7200	4300011	062		
002355 - I B TROPHIES & AWARDS	14150419	3,578.84	7248	3,578.84	0000000317	3,478.12	0100	0000000	0000	7200	4300011	062		
002771 - SMART & FINAL	14150420	710.36	104452	710.36	0000000396	710.36	1300	5310000	0000	3700	4700002	085		
003524 - ACE COOLING & FREEZING	14150421	955.24	73106	955.24	0000000321	955.24	1300	5310000	0000	3700	5800010	085		
003599 - COMMERCIAL GAS	14150422	135.00	10913	135.00	0000000243	135.00	1300	5310000	0000	3700	5800010	085		

878

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
APPLIANCE														
003766 - MICHAEL BAKER INTERNATIONAL	14150423	4,105.71	946862	4,105.71	0000000386	4,105.71	2110	9010000	0000	8100	5800010	025		
004091 - PRUDENTIAL OVERALL SUPPLY	14150424	565.00	30596502	565.00	0000000324	565.00	1300	5310000	0000	3700	5600005	085		
004462 - GALASSO'S BAKERY	14150425	2,026.29	4721621406	2,026.29	0000000323	2,026.29	1300	5310000	0000	3700	4700001	085		
004634 - CHARLES G. HARDY	14150426	2,816.53	585349	2,816.53	0000000293	2,816.53	0100	8150000	0000	8100	4300007	070		

Business Unit Total: $114,966.48

Fund 01 $67,844.98

Fund 12 $7027

Fund 13 $35,988.79

Fund 21 $4105.71

878

03300: San Ysidro 2016-08-11

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14149862	313.26	RS4255359	91.76	0000000308	91.76	0100	0000000	0000	7200	4300011	071		
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14149862	313.26	RS4255359	210.60	0000000312	210.60	0100	0000000	0000	7200	4300011	071		
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14149862	313.26	RS4255359	10.90	0000000308	10.90	0100	0000000	0000	7200	4300011	071		
0000000086 - EUGENIA MARTINEZ	14149863	308.48	REIMBURSEMENT	308.48		308.48	0100	0000000	0000	7200	5200003	071		
00067A - SAN DIEGO GAS & ELECTRICT	14149864	25,552.54	JULY BILL	25,552.54	0000000198	25,331.74	0100	0000000	0000	8200	5500001	069		
00067A - SAN DIEGO GAS & ELECTRICT	14149864	25,552.54	JULY BILL	25,552.54	0000000198	220.80	0100	0000000	0000	8200	5500002	069		
000809 - OFFICE DEPOT	14149865	227.90	854049542001	227.90	0000000349	2.69	0100	0000000	0000	7200	4300011	050		
000809 - OFFICE DEPOT	14149865	227.90	854049542001	227.90	0000000349	9.22	0100	0000000	0000	7200	4300011	050		
000809 - OFFICE DEPOT	14149865	227.90	854049542001	227.90	0000000349	215.99	0100	0000000	0000	7200	4300011	050		
001502 - CALIFORNIA DEPT. OF JUSTICE	14149866	277.00	179701	277.00	0000000337	277.00	0100	0000000	0000	7200	5800010	062		
004542 - MPC ELECTRONICS INC	14149867	61.55	260914	61.55	0000000218	61.55	0100	0000000	0000	7700	4300002	067		
004601 - SIR SPEEDY PRINTING 02890	14149868	127.44	22868	63.72	0000000339	63.72	0100	0000000	0000	7100	4300011	063		
004601 - SIR SPEEDY PRINTING 02890	14149868	127.44	22868A	63.72	0000000343	63.72	0100	0000000	0000	7200	4300011	071		
004768 - ADMIN ARSENAL, INC.	14149869	500.00	4081Y	500.00	0000000369	500.00	0100	0000000	0000	7700	5600005	067		
004831 - ELLA SOUTH BAY MAGAZINE INC.	14149870	2,600.00	AUGUST BILL	2,600.00	0000000360	2,600.00	0100	0000001	0000	7200	5800007	064		
004833 - SPARKLETTS	14149871	117.06	15231732072816	117.06	0000000203	117.06	0100	0000000	0000	7200	5600005	071		

Business Unit Total: $30,085.23

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fund 01

877

03300: San Ysidro 2016-08-10

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000046 - MARIBEL S. MEDINA	14149466	17,775.00	10004	17,775.00	0000000375	13,231.71	2110	9010000	0000	8100	5800002	064		
0000000046 - MARIBEL S. MEDINA	14149466	17,775.00	10004	17,775.00	0000000375	4,543.29	0100	0000000	0000	7200	5800200	062		
0000000070 - SITEONE LANDSCAPE SUPPLY	14149467	178.33	76725358	178.33	0000000313	178.33	0100	0000000	0000	8200	4300014	069		
000039 - DIXIELINE LUMBER CO	14149468	177.50	09-0062352 & 09-0061589	177.50	0000000233	177.50	0100	8150000	0000	8100	4300007	070		
000067 - SAN DIEGO GAS & ELECTRIC	14149469	46,065.15	JULY BILL	46,065.15	0000000199	45,968.26	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14149469	46,065.15	JULY BILL	46,065.15	0000000199	96.89	0100	0000000	0000	8200	5500002	069		
000775 - REFRIGERATION SUPPLIES	14149470	1,639.29	RSD	1,639.29	0000000234	1,639.29	0100	8150000	0000	8100	4300007	070		
001947 - BELLAMA	14149471	145.80	22488	145.80	0000000285	145.80	0100	8150000	0000	8100	4300007	070		
002650 - IMPERIAL SPRINKLER SUPPLY	14149472	165.95	2677687-00	165.95	0000000272	165.95	0100	0000000	0000	8200	4300014	069		
004426 - SOUTHERN CALIFORNIA TRANE	14149473	382.31	1194284x	382.31	0000000289	382.31	0100	8150000	0000	8100	4300007	070		
004732 - LEAL & TREJO APC	14149474	61,525.03	APRIL BILL	61,525.03	0000000359	352.03	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14149474	61,525.03	APRIL BILL	61,525.03	0000000359	7,528.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14149474	61,525.03	APRIL BILL	61,525.03	0000000359	9,809.00	0100	0000000	0000	7100	5800002	063		
004732 - LEAL & TREJO APC	14149474	61,525.03	APRIL BILL	61,525.03	0000000359	6,998.00	2110	9010000	0000	8100	5800002	064		
004732 - LEAL & TREJO APC	14149474	61,525.03	APRIL BILL	61,525.03	0000000359	15,412.00	0100	0000000	0000	7200	5800150	054		
004732 - LEAL & TREJO APC	14149474	61,525.03	APRIL BILL	61,525.03	0000000359	21,426.00	0100	0000000	0000	7100	5800200	063		

Business Unit Total: $128,054.36

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Fund 01 $107,824.65

Fund 21 $20,229.71

X76

03300: San Ysidro 2016-08-09

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000076 - SOUTHERN CALIFORNIA RELIEF	14148955	203,861.00	189573	203,861.00	0000000379	203,861.00	0100	0000000	0000	7200	5450000	071		
001610 - FIREHAWK	14148956	4,224.20	ANNUAL INSPECTIONS	4,224.20	0000000366	526.61	0100	0982000	0000	3600	5600005	074		
001610 - FIREHAWK	14148956	4,224.20	ANNUAL INSPECTIONS	4,224.20	0000000366	3,697.59	0100	8150000	0000	8100	5600005	070		
002539 - ZONAR SYSTEMS	14148957	5,073.60	SI276976	5,073.60	0000000362	1,511.16	0100	0982000	0000	3600	5600005	074		
002539 - ZONAR SYSTEMS	14148957	5,073.60	SI276976	5,073.60	0000000362	2,698.92	0100	0982000	0000	3600	5600005	074		
002539 - ZONAR SYSTEMS	14148957	5,073.60	SI276976	5,073.60	0000000362	215.88	0100	0000000	0000	7700	5600005	067		
002539 - ZONAR SYSTEMS	14148957	5,073.60	SI276976	5,073.60	0000000362	215.88	0100	0300070	0000	8200	5600005	069		
002539 - ZONAR SYSTEMS	14148957	5,073.60	SI276976	5,073.60	0000000362	431.76	1300	5310000	0000	3700	5600005	085		
004765 - PLATINUM PARTY RENTALS	14148958	2,429.92	34045-6	2,429.92	0000000318	2,429.92	0100	8150000	0000	8100	5600005	070		
004821 - NATIONAL CENTER FOR EDUCATION	14148959	6,950.00	NC MEMBER SHIP	6,950.00	0000000378	6,950.00	0100	0000000	0000	7100	5300000	064		

Business Unit Total: $222,538.72

Fund 01 $222,106.96

Fund 13 $ 431.76

875

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

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000051 - BLACKBOARD INC	14148491	18,984.00	1235130	18,984.00	0000000350	7,500.00	0100	0000000	0000	7700	5600005	067		
0000000051 - BLACKBOARD INC	14148491	18,984.00	1235130	18,984.00	0000000350	11,484.00	0100	0000000	0000	7700	5600005	067		
000553 - SPRINT	14148492	3,824.79	376777310-177	3,824.79		3,824.79	0100	0000000	0000	8200	5900001	069		
000651 - CSBA	14148493	2,435.00	27471-K4N1N9	2,435.00	0000000351	2,435.00	0100	0000000	0000	7100	4300011	064		
002909 - AT&T	14148494	2,306.43	JULY BILL	2,306.43		2,306.43	0100	0000000	0000	8200	5900003	069		
004711 - AMERI-MEX PLUMBING INC	14148495	2,783.90	4981	2,783.90	0000000333	2,783.90	0100	8150000	0000	8100	5600005	070		
004831 - ELLA SOUTH BAY MAGAZINE INC.	14148496	2,600.00	JULY BILL	2,600.00	0000000360	2,600.00	0100	0000001	0000	7200	5800007	064		

Business Unit Total: $32,934.12

fund 01

12B.2
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874

03300: San Ysidro **2016-08-05**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000069 - CITY TREASURER	14148189	4,264.30	MAY-JULY	4,264.30	0000000196	4,264.30	0100	0000000	0000	8200	5500004	069		
000370 - DUNN-EDWARDS CORP.	14148190	323.62	206069311-2069069106	323.62	0000000271	323.62	0100	8150000	0000	8100	4300007	070		
000762 - SOUTH BAY FENCE, INC.	14148191	146.88	70099	146.88	0000000241	146.88	0100	8150000	0000	8100	4300007	070		
001438 - REPUBLIC SERVICES	14148192	11,876.21	JULY BILL	11,876.21	0000000197	11,876.21	0100	0000000	0000	8200	5500005	069		
001510 - EWING IRRIGATION	14148193	558.37	1894579&1857739	558.37	0000000262	558.37	0100	0000000	0000	8200	4300014	069		
002650 - IMPERIAL SPRINKLER SUPPLY	14148194	1,029.00	IMPERIAL	1,029.00	0000000272	1,029.00	0100	0000000	0000	8200	4300014	069		
002836 - WESTAIR GASES & EQUIPMENT INC	14148195	153.12	10338151-80095131-80090574	153.12	0000000244	153.12	0100	8150000	0000	8100	4300007	070		
003102 - SAN DIEGO COUNTY SCHOOL BOARDS	14148196	167.36	ADCSBA	167.36	0000000331	167.36	0100	0000000	0000	7100	5300000	063		
003529 - WESTERN GRAPHIX	14148197	726.32	47346	726.32	0000000261	726.32	0100	0982000	0000	3600	4300060	074		
004073 - HAWTHORNE LIFT SYSTEMS	14148198	163.00	FS60055836&FS60055837	163.00	0000000202	163.00	0100	0000000	0000	7200	5600005	071		
004226 - BLUE COAST CONSULTING	14148199	275.00	13	275.00	0000000367	275.00	2110	9010000	0000	8100	5800010	022		
004323 - MCGREGOR AND ASSOCIATED	14148200	416.50	CA SY1608	416.50	0000000307	416.50	0100	0300100	0000	7200	5600005	071		

Business Unit Total: $20,099.68

fund 01 $19,824.68

fund 21 $275.00

512B.2

273

03300: San Ysidro 2016-08-04

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000028 - DANIEL B.T. HO	14147832	7,445.50	001	7,445.50	0000000052	7,445.50	0100	0000001	1110	1000	5800010	061		
000786 - P&R PAPER SUPPLY COMPANY, INC.	14147833	1,431.72	20080762-00	1,431.72	0000000353	1,431.72	1300	5310000	0000	3700	4700002	085		
000982 - SHIRTS UNLIMITED LLC.	14147834	29.70	7047	29.70	0000000300	29.70	1300	5310000	0000	3700	4300019	085		

Business Unit Total: $8,906.92

Fund 01 $7445.50

Fund 13 $1461.42

872

03300: San Ysidro 2016-08-03

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000002 - JOSE ARTURO SANCHEZ MACIAS	14147474	2,050.68	REIMBURSEMENT	2,050.68		2,050.68	0100	0000001	0000	7200	5200003	061		
0000000009 - CATALINA OFFSHORE PRODUCTS, INC	14147475	17,843.77	432692	17,843.77	0000000212	17,843.77	1300	5310000	0000	3700	4700001	085		
0000000043 - LEABO FOODS DISTRIBUTION, INC.	14147476	20,472.39	401102U	20,472.39	0000000259	20,472.39	1300	5310000	0000	3700	4700001	085		
000717 - HOLLANDIA DAIRY INC.	14147477	3,770.14	1801172	3,436.72	0000000299	3,436.72	1300	5310000	0000	3700	4700001	085		
000717 - HOLLANDIA DAIRY INC.	14147477	3,770.14	1800395	333.42	0000000352	333.42	1300	5310000	0000	3700	4700002	085		
000809 - OFFICE DEPOT	14147478	343.82	1961046389	343.82	0000000255	343.82	1300	5310000	0000	3700	4300011	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14147479	3,364.42	160714045	818.17	0000000260	818.17	1300	5310000	0000	3700	4700002	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14147479	3,364.42	160726037	2,546.25	0000000235	2,546.25	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14147480	1,126.30	4721619008	1,126.30	0000000323	1,126.30	1300	5310000	0000	3700	4700001	085		

Business Unit Total: $48,971.52

Fund 01 $2050.68

Fund 13 $46,920.84

871

03300: San Ysidro 2016-08-02

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000030 - DEPARTMENT OF GENERAL SERVICES	14147147	1,000.12	04	1,000.12	0000000342	1,000.12	2110	9010000	0000	8100	5800010	024		
0000000064 - LAW OFFICE OF MEAGAN NUNEZ	14147148	2,857.50	184	2,857.50	0000000195	2,857.50	0100	0000000	0000	7200	5800150	054		
002102 - A-Z BUS SALES, INC.	14147149	3,008.38	01P620069-01P620070-01P620043	3,008.38	0000000226	902.51	0100	0982000	0000	3600	4300060	074		
002102 - A-Z BUS SALES, INC.	14147149	3,008.38	01P620069-01P620070-01P620043	3,008.38	0000000226	2,105.87	0100	0982000	0000	3600	5600005	074		
002714 - RED SCHOOLHOUSE SOFTWARE	14147150	23,794.00	17004	23,794.00	0000000311	224.00	0100	0000001	1110	1000	5800010	061		
002714 - RED SCHOOLHOUSE SOFTWARE	14147150	23,794.00	17004	23,794.00	0000000311	3,000.00	0100	0000001	1110	1000	5800010	061		
002714 - RED SCHOOLHOUSE SOFTWARE	14147150	23,794.00	17004	23,794.00	0000000311	7,260.00	0100	0000001	1110	1000	5800010	061		
002714 - RED SCHOOLHOUSE SOFTWARE	14147150	23,794.00	17004	23,794.00	0000000311	13,310.00	0100	0000001	1110	1000	5800010	061		

Business Unit Total: $30,660.00

Fund 21 $ 1000[12]

Fund 01 $ 29,659[88]

12B.2

87E

03300: San Ysidro 2016-08-01

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000056 - SAN DIEGO FLOOD BUSTERS INC.	14146880	2,042.20	1-0859	2,042.20	0000000302	2,042.20	0100	8150000	0000	8100	5600005	070		
000069 - CITY TREASURER	14146881	90.00	JUNE BILL	90.00	0000000196	90.00	0100	0000000	0000	8200	5500004	069		
000073 - SOUTHLAND TECHNOLOGY, INC.	14146882	1,134.92	SI-67200	1,134.92		1,134.92	0100	0000000	0000	7700	5600005	067		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		179.28	0100	0000000	0000	2100	5900012	054		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		0.47	0100	0000000	0000	2100	5900012	061		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		2.20	0100	0000000	0000	7100	5900012	064		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		43.21	0100	0000000	0000	7200	5900012	062		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		77.15	0100	0000000	0000	7200	5900012	071		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		82.77	0100	0000000	1110	1000	5900012	012		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		39.69	0100	0000000	1110	1000	5900012	018		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		111.14	0100	0000000	1110	1000	5900012	022		
000117 - UNITED STATES POSTAL SERVICES	14146883	555.44	METER	555.44		19.53	1300	5310000	0000	3700	5900012	085		

Business Unit Total: $3,822.56

Fund 01 $ 3803.03

Fund 13 $ 19.53

03300: San Ysidro 2016-07-29

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000056 - SAN DIEGO FLOOD BUSTERS INC.	14146447	8,328.04	1-0956	8,328.04		8,328.04	0100	8150000			9510000			
000039 - DIXIELINE LUMBER CO	14146448	29.40	09-0060094	29.40	0000000233	29.40	0100	8150000	0000	8100	4300007	070		
000067 - SAN DIEGO GAS & ELECTRIC	14146449	1,112.14	JULY BILL	1,112.14	0000000199	42.77	0100	0000000	0000	8200	5500001	069		
000067 - SAN DIEGO GAS & ELECTRIC	14146449	1,112.14	JULY BILL	1,112.14	0000000199	1,069.37	0100	0000000	0000	8200	5500002	069		
000775 - REFRIGERATION SUPPLIES	14146450	700.68	61121100 &61121114	700.68	0000000234	700.68	0100	8150000	0000	8100	4300007	070		
000801 - GRAINGER	14146451	1,890.40	GRANGER JULY	1,890.40	0000000231	1,890.40	0100	8150000	0000	8100	4300007	070		
001082 - ASSOCIATED VALUATION SERVICES	14146452	1,750.58	5272	1,750.58	0000000309	1,750.58	0100	0000000	0000	7200	5800010	071		
001161 - HOME DEPOT	14146453	1,453.60	8060963	317.72	0000000217	317.72	0100	0000000	0000	7700	4300002	067		
001161 - HOME DEPOT	14146453	1,453.60	HD MAINT.	880.81	0000000214	880.81	0100	8150000	0000	8100	4300007	070		
001161 - HOME DEPOT	14146453	1,453.60	HD OPERATIONS	255.07	0000000270	255.07	0100	0000000	0000	8200	4300014	069		
001510 - EWING IRRIGATION	14146454	2,732.24	EWING#69	2,732.24	0000000262	2,732.24	0100	0000000	0000	8200	4300014	069		
001531 - AUDIOMETRICS	14146455	135.00	878907	135.00	0000000224	135.00	0100	0000000	0000	3140	5800010	052		
003676 - SCHOOL INNOVATIONS	14146456	7,350.00	0135357-IN	7,350.00	0000000223	7,350.00	0100	0000000	0000	7200	5800010	061		
004426 - SOUTHERN CALIFORNIA TRANE	14146457	140.52	1126153X	140.52	0000000289	140.52	0100	8150000	0000	8100	4300007	070		

Business Unit Total: $25,622.60

12B.2

fund 01

468

03300: San Ysidro 2016-07-28

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
003676 - SCHOOL INNOVATIONS	14146072	16,300.00	0135463 & 0135466	16,300.00	0000000215	4,800.00	0100	0000000	0000	7200	5800010	061		
003676 - SCHOOL INNOVATIONS	14146072	16,300.00	0135463 & 0135466	16,300.00	0000000215	11,500.00	0100	0000000	0000	7200	5800010	061		
01641A - XEROX CORPORATION	14146073	4,085.43	JUNE BILL	4,085.43		4,085.43	0100	0000000	0000	7200	5600001	073		

Business Unit Total: $20,385.43

Fund 01

X67

03300: San Ysidro 2016-07-27

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000069 - CITY TREASURER	14145602	22,916.58	JUNE BILL	22,916.58	0000000196	22,916.58	0100	0000000	0000	8200	5500004	069		
000073 - SOUTHLAND TECHNOLOGY, INC.	14145603	10,500.00	SI-68124	10,500.00		10,500.00	0100	9625000			9510000			
000106 - CHEVRON U.S.A. INC.	14145604	2,239.26	JULY BILL	2,239.26	0000000204	876.09	0100	0982000	0000	3600	4300022	074		
000106 - CHEVRON U.S.A. INC.	14145604	2,239.26	JULY BILL	2,239.26	0000000204	83.66	0100	0000000	0000	7700	4300022	067		
000106 - CHEVRON U.S.A. INC.	14145604	2,239.26	JULY BILL	2,239.26	0000000204	523.87	0100	8150000	0000	8100	4300022	070		
000106 - CHEVRON U.S.A. INC.	14145604	2,239.26	JULY BILL	2,239.26	0000000204	755.64	0100	0000000	0000	8200	4300022	069		
000106 - CHEVRON U.S.A. INC.	14145604	2,239.26	JULY BILL	2,239.26	0000000204	0.00	1300	5310000	0000	3700	4300022	085		
000762 - SOUTH BAY FENCE, INC.	14145605	1,845.00	516-26	1,845.00		1,845.00	0100	8150000			9510000			
004858 - FLYERS ENERGY	14145606	1,240.64	16-291508	1,240.64	0000000287	1,240.64	0100	0982000	0000	3600	4300022	074		

Business Unit Total: $38,741.48

Fund 01

866

03300: San Ysidro 2016-07-22

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000409 - SAN DIEGO UNION-TRIBUNE	14144431	453.12	UNION TRIBUNE	453.12	0000000200	453.12	0100	0000000	0000	7100	4300011	064		
001610 - FIREHAWK	14144432	4,219.95	E160715391	4,219.95	0000000304	4,219.95	0100	8150000	0000	8100	5600005	070		
002976 - FEDEX	14144433	21.48	5-474-40628	21.48	0000000310	21.48	0100	0000000	0000	7200	5900012	071		
004601 - SIR SPEEDY PRINTING 02890	14144434	63.72	22701	63.72	0000000157	63.72	0100	0000000	0000	7200	4300011	062		
004906 - AHLEE BACKFLOW SERVICE, INC.	14144435	216.00	67385	216.00	0000000303	216.00	0100	8150000	0000	8100	5600005	070		

Business Unit Total: $4,974.27

Fund 01

865

03300: San Ysidro 2016-07-21

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000006 - K & M Foodservice	14144024	5,745.33	2282500	5,745.33	0000000228	5,745.33	1300	5310000	0000	3700	4700001	085		
0000000050 - SOUTH COUNTY ECONOMIC DEVELOPMENT	14144025	350.00	MEMBER SHIP	350.00	0000000154	350.00	0100	0000000	0000	7100	5300000	064		
000258 - PARADIGM HEALTHCARE SERVICES	14144026	1,052.15	31034	1,052.15		1,052.15	0100	5640000			9510000			
000379 - HAWTHORNE MACHINERY	14144027	215.50	SS100102648	215.50		215.50	0100	0982000	0000	3600	5600005	074		
000553 - SPRINT	14144028	3,003.30	JUNE BILL	3,003.30		3,003.30	0100	0000000	0000	8200	5900001	069		
000901 - COUNTY OF SAN DIEGO	14144029	224.00	P449002	224.00	0000000245	224.00	1300	5310000	0000	3700	5600005	085		
00117A - UNITED STATES POSTAL SERVICE	14144030	699.30	BULK MAIL	699.30		699.30	0100	0000000	0000	2100	5900012	061		
002032 - ASELTINE SCHOOL	14144031	3,283.56	JUNE SUMMER	3,283.56		3,283.56	0100	6500000			9510000			
002096 - AMERICAN CENTER FOR LEARNING	14144032	400.00	20162150	400.00		400.00	0100	6500000			9510000			
002772 - SCHOLASTIC BOOK FAIR	14144033	1,647.35	B3482809FR	1,647.35		1,647.35	0100	0300477			9510000			
002963 - SCHMIDT FIRE PROTECTION CO INC	14144034	384.00	12353	384.00		384.00	0100	8150000			9510000			
004091 - PRUDENTIAL OVERALL SUPPLY	14144035	75.00	31008545	75.00		75.00	1300	5310000			9510000			
004226 - BLUE COAST CONSULTING	14144036	275.00	12	275.00		275.00	2110	9010000			9510000			
004323 - MCGREGOR AND ASSOCIATED	14144037	425.85	CA SY1607	425.85	0000000307	425.85	0100	0300100	0000	7200	5600005	071		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14144038	997.41	160705026	997.41	0000000235	997.41	1300	5310000	0000	3700	4700001	085		
004465 - GREGORY MARK BAER	14144039	2,288.00	009	2,288.00		2,288.00	0100	6500000			9510000			

Business Unit Total: $21,065.75

Fund 01 $13,749 01
Fund 13 $ 7041 74
$ 27-00

864

03300: San Ysidro **2016-07-19**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001502 - CALIFORNIA DEPT. OF JUSTICE	14143299	490.00	174538	490.00		490.00	0100	0000000	0000	7200	5800010	062		
003766 - MICHAEL BAKER INTERNATIONAL	14143300	1,663.68	946863	1,663.68		1,663.68	2110	9010000			9510000			
004900 - ANTONIO RAMIREZ	14143301	864.00	JUNE MILEAGE	864.00		864.00	0100	6500000			9510000			

Business Unit Total: $3,017.68

Fund 01 $ 1354.00

Fund 21 $ 1663.68

863

03300: San Ysidro 2016-07-15

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000073 - SOUTHLAND TECHNOLOGY, INC.	14142535	6,153.60	JUNE WORK ORDER	6,153.60		6,153.60	0100	0000000			9510000			
000140 - SAM & ROSE STEIN EDUCATION	14142536	4,632.39	JUNE SERVICE S	4,632.39		4,632.39	0100	6500000			9510000			
002096 - AMERICAN CENTER FOR LEARNING	14142537	250.00	07-05 to 07-11	250.00		250.00	0100	6500000	5770	1190	5800010	054		
004801 - EAST L.A. CLASSIC THEATRE	14142538	10,000.00	1055	10,000.00	0000000167	10,000.00	0100	0000001	1110	1000	5800010	061		
004872 - 1 ONLINE TUTORING LLC	14142539	79.20	DECEMBER BILL	79.20		79.20	0100	3010000			9510000			
500045 - JUAN MURILLO	14142540	54.54	JUNE MILEAGE	54.54		54.54	0100	6500000			9510000			

Business Unit Total: $21,169.73

Fund 01

862

03300: San Ysidro 2016-07-14

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000032 - CORODATA RECORDS MANAGEMENT, INC.	14142197	92.09	RS4248724	92.09		92.09	0100	0000000			9510000			
0000000068 - P.I.P.S.	14142198	57,539.75	188370	57,539.75	0000000292	57,539.75	0100	0000000			9910360			
001438 - REPUBLIC SERVICES	14142199	11,881.21	JUNE SERVICES	11,881.21		11,881.21	0100	0000000			9510000			

Business Unit Total: $69,513.05

Fund 01

8 61

03300: San Ysidro 2016-07-13

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000067 - SAN DIEGO GAS & ELECTRIC	14141744	46,926.80	JUNE BILL	46,926.80		46,926.80	0100	0000000			9510000			
00067A - SAN DIEGO GAS & ELECTRICT	14141745	68,276.17	JUNE BILL	68,276.17		68,276.17	0100	0000000			9510000			
002419 - CINTAS CORPORTION NO. 3	14141746	353.65	694224022	353.65		353.65	1300	5310000			9510000			
002909 - AT&T	14141747	3,151.58	JUNE SERVICES	3,151.58		3,151.58	0100	0000000			9510000			
003888 - STANLEY CONVERGENT SECURITY	14141748	251.00	13666648	251.00		251.00	0100	8150000			9510000			
004397 - US FOODS - LOS ANGELES	14141749	8.36	8979340	8.36		8.36	1300	5310000			9510000			
004571 - DOMTAR PAPER CO. LLC	14141750	5,702.40	1241285	5,702.40	0000000210	5,702.40	0100	0000000			9320000			
004589 - ESTHER VALLE	14141751	861.84	JUNE MILEAGE	861.84		861.84	0100	6500000			9510000			
004833 - SPARKLETTS	14141752	69.94	15231732063016	69.94	0000000203	69.94	0100	0000000	0000	7200	5600005	071		
01641A - XEROX CORPORATION	14141753	848.96	XEROX	848.96		848.96	0100	0000000			9510000			

Business Unit Total: $126,450.70

Fund 01 $126,088.69

Fund 13 $ 362.01

$360

03300: San Ysidro 2016-07-11

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
001339 - PITNEY BOWES	14141315	178.72	3100256900	178.72	0000000201	178.72	0100	0000000	0000	7200	5600005	071		
002419 - CINTAS CORPORTION NO. 3	14141316	264.03	694226531	264.03		264.03	1300	5310000			9510000			

Business Unit Total: $442.75

Fund 01 $178.72

Fund 13 $264.03

X59

03300: San Ysidro **2016-07-08**

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000065 - JANET HUGHES	14141253	171.00	PAYROLL	171.00		171.00	0100	0000000	1110	1000	1100041	012		
0000000066 - CAROL WALLACE	14141254	5,006.86	PAYROLL	5,006.86		5,006.86	0100	0000000	1110	1000	1100001	024		
000717 - HOLLANDIA DAIRY INC.	14141255	30.39	1794113	30.39		30.39	1300	5310000			9510000			
002506 - EDUCATIONAL TESTING SERVICE	14141256	1,171.72	SP20047867	447.70		447.70	0100	0000000			9510000			
002506 - EDUCATIONAL TESTING SERVICE	14141256	1,171.72	SP20047570	724.02		724.02	0100	0000000			9510000			

Business Unit Total: $6,379.97

Fund 01 $ 6349.58

Fund 13 $ 30.39

858

03300: San Ysidro 2016-06-29

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
000623 - MONICA YRINEO	14139060	22.98	REIMBURSEMENT	22.98		22.98	0100	0000000	0000	7100	4300015	064		
000717 - HOLLANDIA DAIRY INC.	14139061	1,187.70	1790531	1,187.70		1,187.70	1300	5310000	0000	3700	4700001	085		
000829 - SIMPLEXGRINNELL LP	14139062	94.17	78455718	94.17		94.17	1300	5310000	0000	3700	5600005	085		
001161 - HOME DEPOT	14139063	122.83	9594747	122.83		122.83	0100	8150000	0000	8100	4300007	070		
002419 - CINTAS CORPORTION NO. 3	14139064	273.91	694226529	273.91		273.91	1300	5310000	0000	3700	5800010	085		
002976 - FEDEX	14139065	25.52	5-460-09743	25.52		25.52	0100	0000000	0000	7200	5900012	071		
003311 - SAN DIEGO COUNTY SUPERINTENDEN	14139066	75.00	099-006210	75.00	0000000191	75.00	0100	4035000	1110	1000	5200003	061		
003573 - R&L PERFORMANCE AUTO SERVICE	14139067	200.14	37492	200.14		200.14	1300	5310000	0000	3700	5600005	085		
003766 - MICHAEL BAKER INTERNATIONAL	14139068	2,294.02	942487	2,294.02		2,294.02	2110	9010000	0000	8100	5800010	025		
004091 - PRUDENTIAL OVERALL SUPPLY	14139069	190.00	30588954	190.00		190.00	1300	5310000	0000	3700	5600005	085		
004398 - AMERICAN PRODUCE DISTRIBUTORS	14139070	1,813.77	160617039	1,813.77		1,813.77	1300	5310000	0000	3700	4700001	085		
004462 - GALASSO'S BAKERY	14139071	294.20	4721617206	294.20		294.20	1300	5310000	0000	3700	4700001	085		
004678 - AMAZON.COM, INC.	14139072	59.01	13224016153	59.01		59.01	1300	5310000	0000	3700	4300011	085		
004830 - THE TITAN GROUP, PROFESSIONAL	14139073	14,431.72	16042	14,431.72	0000000190	14,431.72	0100	0000000	0000	7200	5800010	062		

Business Unit Total: $21,084.97

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Fund 01 $ 246.33
Fund 13 $ 18,544.62
Fund 21 $ 2294.02

857

03300: San Ysidro 2016-06-30

Vendor	Warrant	Warrant Amount	Invoice Id	Invoice Amount	PO Id	Distribution Amount	Fund	Resource	Goal	Funct	Object	Site	Op Unit	PY
0000000012 - ANA BUSH	14140400	32.93	MILEAGE-JUNE2016	32.93		32.93	1300	5310000	0000	3700	5200002	085		
0000000049 - TEKVISIONS, INC	14140401	3,119.04	96467	3,119.04	0000000184	537.84	1300	5310000	0000	3700	6400005	085		
0000000049 - TEKVISIONS, INC	14140401	3,119.04	96467	3,119.04	0000000184	2,581.20	1300	5310000	0000	3700	6400005	085		
000079 - STATE BOARD OF EQUALIZATION	14140402	13.20	USE TAX	13.20		13.20	0100	0300016			9510996			
000117 - UNITED STATES POSTAL SERVICES	14140403	407.82	METER	407.82		14.42	0100	0000000	0000	7200	5900012	062		
000117 - UNITED STATES POSTAL SERVICES	14140403	407.82	METER	407.82		393.40	0100	0000000	0000	7200	5900012	071		
004045 - EDUPOINT EDUCATIONAL SYSTEMS	14140404	15,000.00	8747	15,000.00	0000000077	15,000.00	0100	4035000	1110	1000	5800010	061		
004091 - PRUDENTIAL OVERALL SUPPLY	14140405	25.00	30590846	25.00		25.00	1300	5310000	0000	3700	5600005	085		
004747 - PRINCIPAL'S EXCHANGE	14140406	225,000.00	1103	225,000.00	0000000192	225,000.00	0100	4035000	1110	1000	5800010	061		
004801 - EAST L.A. CLASSIC THEATRE	14140407	15,000.00	1054	15,000.00	0000000167	15,000.00	0100	0000001	1110	1000	5800010	061		
004822 - CALIFORNIA FINANCIAL SERVICES	14140408	10,000.00	OC2016-61	10,000.00		10,000.00	0100	0000000	0000	7200	5800000	071		
004852 - PROCARE THERAPY, INC	14140409	3,937.50	7949504	3,937.50		3,937.50	0100	6500000	5001	3900	5800010	052		
004883 - #1 ACHIEVE ACADEMIC EXCELLENCE	14140410	2,732.95	APRIL SERVICES	2,732.95		2,732.95	0100	3010000	1110	1000	5800010	061		

Business Unit Total: $275,268.44

Page 26 of 126 12B.2

Fund 01 $272,091.47

Fund 13 $3,176.97

856

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: ACCEPTANCE OF DONATIONS

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

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

RECOMMENDATION:
Accept donations valued at $4,983.37 to help support and enrich our educational programs.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

Donations $4,983.37	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

2016-17 DONATIONS

BOARD MEETING: AUGUST 23, 2016		Donation		
From	To	Cash/Check Amount	Estimated Value of items/supplies	Purpose / Description
LifeTouch Pictures	Willow School	$845.00	N/A	School supplies
Willow PTA	Willow School	N/A	$1,810.00	Scholastic Dollars for Library Books
				Welcome Back Breakfast for Staff on 07-26-16
Keenan & Associates	District	$500.00	$250.00	Check & Gift cards
Mission Federal Credit Union	District	$1,000.00	$75.00	Check & Gift cards
Kaiser Permanente	District	N/A	$20.00	1 Lunch bag and Giveaways at vendor tables
VEBA	District	N/A	$50.00	2 Gift cards
Culver Newlin	District	N/A	$100.00	2 Gift cards
Walmart	District	N/A	$100.00	4 Gift cards
Office Depot	District	N/A	$50.00	2 Gift cards
Southwest School Supplies	District	N/A	$33.37	1 Paper cutter
SIMSA	District	N/A	$25.00	1 Gift card
US Healthworks	District	N/A	$50.00	2 Gift cards
Home Depot	District	N/A	$50.00	2 Discount Certificates
United Healthcare	District	N/A	$25.00	1 Gift card
Carl's Jr. Restaurant	District	N/A	Misc.	Discount coupons for food items
Met Life	District	N/A	Misc.	Giveaways at vendor tables
VSP	District	N/A	Misc.	Giveaways at vendor tables
Delta Dental	District	N/A	Misc.	Giveaways at vendor tables
Lakeshore	District	N/A	Misc.	Giveaways at vendor tables
		$2,345.00	**$2,638.37**	
	TOTAL:	**$4,983.37**		

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: CHANGE ORDER TO BLUE COAST CONSULTING PROPOSAL FOR DSA CLOSE OUT SERVICES SAN YSIDRO MIDDLE SCHOOL MULTI-CULTURAL COMPLEX

BACKGROUND INFORMATION:
In 2014-15 school year, it was found that the MCC at SYMS had not been properly closed out at the Department of State Architecture (DSA) when construction was completed. This prohibits the District from doing any modernizations on the site. With the assistance of the SDCOE Facilities Department, we have worked diligently to get the proper documents filed and the project closed. DSA is requiring us to enlist the use of a certified building inspector for the remaining documents.

The District is required to obtain approval from the Division of the State Architect (DSA) when a project is started and completed. In order to submit a complete application to DSA several inspections and documentation are required. The District does not have the staff or expertise to conduct the required inspections and documentation; therefore, the District is seeking the assistance of knowledgeable and experienced professionals to assist in the close out process of the San Ysidro Middle School's Multi-Cultural Complex building. The District has been using Blue Coast Consultants for the past few years with great results. They were selected as a result of a RFP process.

Blue Coast Consulting proposed to provide DSA Close Out Services to meet the Division of the State Architect requirements for project certification of the San Ysidro Middle School's Multi-Cultural Complex building. DSA change orders need to be recreated and additional services may be required to complete the project as explained on the attached letter from Blue Coast Consulting.

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

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$10,380.00	Building 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

August 9, 2016

San Ysidro School District
Attn: Arturo Sanchez-Macias
4350 Otay Mesa Road
San Ysidro, CA 92173

Subject: DSA Close Out Services for San Ysidro Middle School DSA #04-100762
Status Report and Additional Services Information.

Dear Mr. Sanchez-Macias,

Blue Coast Consulting is submitting this document to clarify the status of this project and provide an estimate for additional services required to achieve final DSA certification.

First, lets start with stating our current contract status as of 08/09/2016.

Original Contracted Amount = $10,000.00
Total Amount billed through 7/31/16 = $6,715.00
Total Amount remaining on the Original Contract = $3,285.00

Although we still have funds remaining on our contract, we felt it was best to stop and evaluate after the discovery of costs that will exceed our original contract.

One of the main roadblocks on this particular project is the outstanding change orders that will need to be recreated and submitted to DSA for approval. We put together an estimate to do this with our design team (see attachment A). Also, there is a possibility that the district will need to hire a general building contractor if destructive testing is required.

Please note that additional services for PI (Project Inspector), LOR (Lab Of Record), COS (Close Out Specialist) and OM (Operations Manager) may be required for these change orders *and* support documents to be accepted by DSA. Although the remaining original contract amount should cover these services, additional funding may be required.

At this time we have paused all of our activity on this project until we have district understanding and agreement that additional funding is required. Please let us know how you would like us to proceed.

Respectfully,
Jason C. Maletic
Jason Maletic
President

Digitally signed by Jason C. Maletic
DN: cn=Jason C. Maletic, o=Blue Coast Consulting, ou, email=jason@bluecoastca.com, c=US
Date: 2016.08.09 16:10:05 -07'00'

ATTACHMENT A

San Ysidro Middle School DSA Close-Out 04-100762 Submittal and Approval of Change Orders 6, 7 and 11

Change Order 6

Item	Hours	Cost Per Hour	Estimated Cost
Site visit to document existing casework	6	$120.00	$720.00
Site visit to document existing electrical	3	$120.00	$360.00
Compare ex. casework to approved casework	2	$120.00	$240.00
Draft new casework	4	$120.00	$480.00
Electrical Engineer Fee	4	$120.00	$480.00
Prepare CCD for Change Order 6	3	$120.00	$360.00
Optional-if DSA requires design to current code	6	$120.00	$720.00
Resubmit to DSA	2	$120.00	$240.00
Total Estimated Cost for Change Order 6			**$3,600.00**

Change Order 7

Item	Hours	Cost Per Hour	Estimated Cost
Site visit to document existing sidewalk	1	$120.00	$120.00
Compare ex. casework to approved casework	0.5	$120.00	$60.00
Create backgrounds	4	$120.00	$480.00
Create CCD 7	2	$120.00	$240.00
Resubmit to DSA if necessary*	1	$120.00	$120.00
*If DSA requires survey, a new value will be negotiated			
Total Estimated Cost for Change Order 7			**$1,020.00**

Change Order 11

Item	Hours	Cost Per Hour	Estimated Cost
Site visit to document existing mounting	2	$120.00	$240.00
Site visit for structural engineer	6	$120.00	$720.00
Create backgrounds	6	$120.00	$720.00
Structural Engineering Fee	30	$120.00	$3,600.00
Create CCD 11	2	$120.00	$240.00
Resubmit to DSA if necessary	2	$120.00	$240.00
Total Estimated Cost for Change Order 11			**$5,760.00**

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: CONFIDENTIALITY AGREEMENT WITH SAN DIEGO COUNTY OFFICE OF EDUCATION (SOUTH COUNTY SELPA) AND COLLABORATIVE LEARNING SOLUTIONS

BACKGROUND INFORMATION:
The San Diego County Office of Education (South County SELPA) and Collaborative Learning Solutions entered into a Technology Services Agreement to conduct an Equity and Disproportionality Study. The purpose of this study is to gather discipline and suspension data from all south county schools to analyze, develop and recommend interventions to improve discipline.

The Confidentiality Agreement is necessary for all south county districts that have joined in these efforts in order to be in compliance with state and federal laws governing education, including but not limited to California Assembly Bill 1584, California Education Code, the Children's Online Privacy and Protection Act (COPPA) and the Family Education Rights and Privacy Act (FERPA).

RECOMMENDATION:
Approve/Ratify the Confidentiality Agreement with the San Diego County Office of Education and Collaborative Learning Solutions.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

collaborative
LEARNING SOLUTIONS

This Confidentiality Agreement is entered into between San Diego County Office of Education (South County SELPA), San Ysidro School District ("LEA") and Collaborative Learning Solutions (CLS) ("Service Provider") on March 17, 2016.

WHEREAS, the SELPA and the Service Provider entered into an agreement for technology services titled **Contract for Services #15160655** ("Technology Services Agreement") on August 10, 2015 for the purpose of providing data services and technical assistance to SDCOE (South County SELPA) and member districts.

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and this Confidentiality Agreement are incorporated herein by reference.

2. The term of this Confidentiality Agreement shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.

3. Pupil records[1] obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Service Provider will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing LEA personnel to improve and provide services to pupils. Service provider will not be obtaining pupil-generated content.

4. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records.

5. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: written communication to the LEA via Director of Instructional Technology.

6. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

[1] Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

7. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement.

8. LEA and South County SELPA agrees to work with Service Provider to ensure compliance with FERPA.

9. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

South County SELPA

Authorized Signature

Date 3/17/16

LEA Representative

Authorized Signature

Date 7/18/2016

Collaborative Learning Solutions, LLC

Authorized Signature

Date 3/17/16

[1] Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) demonstrate the effectiveness of the operator's products in the marketing of those products: or for the development and improvement of educational sites, services, or applications.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS - FRINGE BENEFITS CONSORTIUM INSURANCE SERVICES

BACKGROUND INFORMATION:
School Districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain a Fringe Benefit Program as authorized by law.

On occasions, the District and the San Diego County Schools Fringe Benefit Consortium share employee information to conduct business. In order to be in compliance with changing disclosure laws and to protect the privacy of District employees, this Agreement which contains specific requirements, needs to be in place prior to the disclosure of Protected Health Information, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement.

RECOMMENDATION:
Approve/Ratify the Business Associate Agreement with San Diego County Superintendent of Schools, as the Plan Administrator of the San Diego and Imperial County Schools Fringe Benefits Consortium Insurance Services, LLC.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2016-2017 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

Business Associate Agreement

This Business Associate Agreement ("Agreement") by and between San Diego County Superintendent of Schools, as the Plan Administrator of the San Diego and Imperial County Schools FBC Insurance Services, LLC ("Business Associate") and the San Ysidro School District ("Covered Entity") is generally effective September 23, 2014.

RECITALS

A. Covered Entity wishes to disclose certain information to Business Associate in the course of the performance of certain services by Business Associate, some of which may constitute Protected Health Information (defined below).

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in the performance of certain services in compliance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws.

C. The Privacy Rule (defined below) requires Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of Protected Health Information, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

I. Definitions.

(a) *Breach.* "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.

(b) *Breach Notification Rule.* "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.

(c) *Business Associate.* "Business Associate" shall mean San Diego County Superintendent of Schools, as the Plan Administrator of the San Diego and Imperial County Schools FBC Insurance Services, LLC.

(d) *Covered Entity.* "Covered Entity" shall mean the San Ysidro School District.

(e) *Electronic Protected Health Information.* "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

(f) *Electronic Transactions Rule.* "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

(g) *Enforcement Rule.* "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.

(h) *Genetic Information.* "Genetic Information" shall have the same meaning as the term "genetic information" in 45 CFR §160.103.

(i) *HHS.* "HHS" shall mean the Department of Health and Human Services.

(j) *HIPAA Rules.* "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

(k) *HITECH Act.* "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

(l) *Privacy Rule.* "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.

(m) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.

(n) *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(o) *Security Incident.* "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(p) *Security Rule.* "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.

(q) *Subcontractor.* "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR §160.103.

(r) *Transaction.* "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103.

(s) *Unsecured Protected Health Information.* "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Privacy and Security of Protected Health Information

(a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:

(i) **Functions and Activities on Covered Entity's Behalf.** To provide the services described in the services agreement between San Diego County Superintendent of Schools, as the Plan Administrator of the San Diego and Imperial County Schools FBC Insurance Services, LLC and San Ysidro School District dated September 23, 2014 and as amended on September 23, 2014 (the "Services Agreement').

(ii) **Business Associate's Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that—

(A) The disclosure is Required by Law; or

(B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will—

(1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.

(iii) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

(b) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate's proper management and administration, as described above.

(c) **Information Safeguards.**

(i) **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the

requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(ii) **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf.

(iii) **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

(d) **Subcontractors.** Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

(e) **Prohibition on Sale of Protected Health Information.** Effective September 23, 2013, Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information.

(f) **Prohibition on Use or Disclosure of Genetic Information.** Effective September 23, 2013, Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

(g) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

III. **Compliance With Electronic Transactions Rule.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

IV. Individual Rights.

(a) **Access.** Business Associate will, within 15 calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524. Effective September 23, 2013, if Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

(b) **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR §164.528:

(i) **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of

Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

(iv) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will

make the Disclosure Information available to Covered Entity within 30 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

(d) **Restriction Agreements and Confidential Communications.** Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR §164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

V. Breaches and Security Incidents.

(a) **Reporting.**

(i) **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than 30 calendar days after Business Associate discovers such non-permitted use or disclosure.

(ii) **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information not more than 30 calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's

report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

(A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

(B) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

(D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

(F) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as Covered Entity may reasonably request.

(iii) **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report monthly, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

(b) **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

VI. Term and Termination.

(a) **Term.** This Agreement shall be effective as of September 23, 2014, and shall terminate upon the termination of the Services Agreement except as noted below.

(b) **Right to Terminate for Cause.** Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within 45 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

(c) **Treatment of Protected Health Information on Termination.**

(i) **Return or Destruction of Covered Entity's Protected Health Information Is Feasible.** Upon termination of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination of this Agreement.

(ii) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of Agreement.

(iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

VII. General Provisions.

(a) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

(b) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

(c) **Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

(d) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(e) **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

(f) **Indemnification.** To the extent permitted by the Privacy Rule, Business Associate indemnifies and holds Covered Entity harmless from and against any and all claims, causes of action, liability, damages or expenses, including, but not limited to, reasonable attorney's fees, that result directly or indirectly from the failure of the Business Associate to perform it duties under this Agreement or from use or disclosure by the Business Associate or the Business Associate's employees, agents or subcontractors. This part shall survive the termination of this Agreement.

(g) **Business Associate Not Agent**. Business Associate is not a legal agent of Covered Entity.

(h) **Governing Law.** This Agreement shall be governed by the law of California, except to the extent preempted by federal law.

(i) **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(j) **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(k) **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

(l) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

San Diego and Imperial County Schools FBC
Insurance Services, LLC

By: San Diego and Imperial County Schools/Fringe Benefits Consortium, as Plan Administrator

By: _____

Diane M. Crosier, Executive Director
San Diego County Superintendent of Schools
Risk Management Department, as authorized agent of the San Diego and Imperial County Schools/Fringe Benefits Consortium

Date: April 22, 2016

Covered Entity:

By: _____

Name: _____

Title: _____

San Ysidro School District

Date: _____

San Diego and Imperial County Schools FBC
Insurance Services, LLC

By: San Diego and Imperial County Schools/Fringe Benefits Consortium, as Plan Administrator

By: _____

Diane M. Crosier, Executive Director
San Diego County Superintendent of Schools
Risk Management Department, as authorized agent of the San Diego and Imperial County Schools/Fringe Benefits Consortium

Date: April 22, 2016

Covered Entity:

By: _____

Name: _____

Title: _____

San Ysidro School District

Date: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH DIMENSION DATA NORTH AMERICA, INC.

BACKGROUND INFORMATION:
The San Ysidro School District is currently utilizing services of Dimension Data North America, Inc. (previously known as Nexus IS Services) for maintaining the District's Voice over IP telephony and voice mail system. Services include: ▪ On-site support to assist with troubleshooting on SYSD Voice over IP network ▪ On-site software upgrades to Voice over IP equipment ▪ On-site service on Cisco Call Managers ▪ On-site service on Cisco Unity voice mail. The purpose of these services is to have products maintained in good working order.

Administration is requesting to continue using the services of Dimension Data North America, Inc. for school year 2016-17.

RECOMMENDATION:
Approve/Ratify the agreement with Dimension Data North America, Inc. for 2016-17 at an hourly rate of $185.00 for an estimated annual cost of $12,950.00 from the General Fund.

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

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition#
☒ Yes ☐ No	☒ Yes ☐ No	

$12,950.00	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

SERVICE AGREEMENT

This Service Agreement is by and between Dimension Data North America, Inc., a New York corporation with an office at 27202 West Turnberry Lane, Valencia CA 91355 (herein after referred to as "Dimension Data"), and **San Ysidro Elementary School District** (herein after referred to as "Client"). The parties agree that the terms and conditions of this Agreement will govern the Client's purchase of Service coverage, and no other terms and conditions shall apply. As applicable, this Agreement may include one or more of the following documents:

SCHEDULES:
None

COVERAGE:
☐ Parts Only
X Open PO for T&M tickets. T&M Rate $185 per hour.

SERVICE LEVEL:
x- Standard 9 x 5 (Monday through Friday, excluding Dimension Data holidays, from 8:00 a.m. to 5:00 p.m. local time.)
☐ Premium 24 x 7 (24 hours of every day, including holidays)

TERM:
x- One Year
☐ _____ Years
Start Date: Upon receipt of PO

SERVICE FEE FOR TERM OF CONTRACT:
Open PO for T&M tickets $12,950

BILLING:
☐ Quarterly
☐ -Annually (billed in Advance)
X Other (Please describe)
As needed

1. The Agreement:
A. This Agreement is between the "**Parties**" (Dimension Data and Client/You), who have indicated their willingness to abide by its terms and conditions by signing below. These Terms and Conditions will apply to Enhanced Warranty, Maintenance Service and other related services (together stated as "**Services**"). This Agreement is not valid until Dimension Data has signed. Client authorizes Dimension Data to obtain a commercial credit report and agrees to provide additional financial and business information reasonably requested by Dimension Data. In signing, the Parties agree that the Agreement has been authorized and is binding and will be in effect until terminated or cancelled as provided below.
B. This is the entire agreement between the Parties. None of the prior discussions or agreements between the Parties, whether they were verbal or in writing, will still be effective. Any changes to this Agreement have to be in writing. If Client submits its own Purchase Order (PO), then the terms and conditions on Client's PO are expressly excluded.
C. This Agreement is specific to the Parties and circumstances it reflects. The Parties agree that they will not assign this Agreement without the other Party's consent. Both parties agree to be reasonable in evaluating a request for assignment. Client agrees that Dimension Data may assign this Agreement to a present or future parent company, an affiliate or successor, and may assign its rights to receive payment from Client. Dimension Data may also **subcontract** all or a portion of the work required, but will remain fully responsible for the Services performed.
D. Initial Service Terms: The Initial Maintenance Service Term will begin on the date that the original product warranty for the equipment, software and associated wiring ("Products") being serviced expires or upon the date of this Agreement (if applicable for certain software products) and will extend for the period of time specified on Schedule M. The Initial Enhanced Warranty Service Term will begin on the date of this Agreement and will extend for the period of time specified in Schedule M.
E. Renewal Term: **AT THE EXPIRATION OF AN INITIAL TERM, THIS AGREEMENT SHALL BE RENEWED AUTOMATICALLY FOR SUCCESSIVE ONE-YEAR TERMS APPLYING THE THEN MOST SIMILAR CURRENT GENERALLY AVAILABLE SUPPORT PLAN OFFERING FOR THAT PRODUCT AND THEN CURRENT RATES IN EFFECT AT THE TIME OF RENEWAL, UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS INTENT NOT TO RENEW AT LEAST THIRTY (30) DAYS BEFORE THE EXPIRATION OF ANY INITIAL OR RENEWAL TERM.** Dimension Data can also notify you ninety- (90) days in advance of the time of renewal that Service for specific Products covered under this Agreement will not be renewed.
F. Definitions: **Maintenance Service:** Service(s) purchased for the purpose of having Product(s) maintained in good working order.
2. Coverage:
A. Your level of Services is defined by the Option(s) you have chosen on Schedule M.
B. You must extend coverage to all "like products, " meaning any equipment used in the system that is of the same make and model as the Products covered, or is a functional equivalent to those Products. Any additions you make to Products installed at your location, or any additions electronically identified by Dimension Data while providing remote diagnostics and correcting actions shall be automatically added, along with a proportional increase in cost, to the Service coverage. "Like" products purchased from a vendor/supplier other than Dimension Data or its authorized agent ("Third Party Products"), must be added to your Service Agreement to ensure coverage. These products may require certification, which will be done at Dimension Data's then current rates.
C. From time to time, our Services may require the replacement of parts or components in your system. Those replacement parts or components may be new, used, or refurbished, provided that they perform according to original specifications. Any parts or Products replaced will become the property of Dimension Data.
3. Statement of Common Understandings:
A. The Parties acknowledge and understand that no one can guarantee the uninterrupted, error free operation of the products or network for which Dimension Data is providing Service(s), the absolute security of voice and data systems from fraudulent intrusion or the unauthorized use or disclosure of proprietary information, or the failures or quality degradations that can occur with public or private transmission facilities, including in particular Telephony over Transmission Control Protocol/Internet Protocol ("TCP/IP") These compromises may become more acute if Client fails to follow Dimension Data's recommendations for configuration, operation and use of the Product.. Client is aware of the risks and trade-offs associated with different transmission facilities, security systems and possible misuse of certain features, and Client freely assumes full responsibility for ensuring that its networks and systems are adequately secured against unauthorized intrusion and misuse and that its data is sufficiently protected and, where appropriate, back-up files are made.
B. If Client requests, Dimension Data will perform repair or other services not covered by this Agreement in accordance with the Option Client has chosen.
C. Client agrees to notify Dimension Data prior to moving, reconfiguring or integrating new equipment or software with any of the products or facilities that Dimension Data is servicing under this Agreement (a "Change"). The Parties recognize that additional charges may apply as a result of that Change, and that some Changes may make it impossible for Dimension Data to provide the Service(s). If, in connection with Change, Client: (i) fails to notify Dimension Data in advance; (ii) refuses to pay the additional charges that Dimension Data in good faith determines will be caused by the Change; or (iii) has resulting products or a system on which Dimension Data cannot in good faith perform the Services, Dimension Data has the right to treat the Change as a cancellation by Client and recover the Cancellation Fees in Section 8.
D. These Common Understandings and the Parties allocation of risks are reflected in the specific terms and limitations in this Agreement.
4. As its Maintenance Coverage, Dimension Data Will:
A. Perform the Services in a workmanlike manner consistent with the terms of this Agreement.
5. To Access the Maintenance Coverage, Client Will:
A. Provide accurate information on its facilities and network, ensure that the location for any Service to be performed is free from hazards and in the condition that is specified in the Agreement, and provide Dimension Data access to the location where work is to be performed (including remote access for diagnostic and corrective actions).
B. Make all payments when due; and
C. Promptly notify Dimension Data of any complaints or problems with Dimension Data' performance of the Services and allow Dimension Data a reasonable time to cure any defects by providing the repair/replacement services to which Dimension Data is committed.

6. Exclusions:

A. DIMENSION DATA'S OBLIGATION WITH RESPECT TO WARRANTIES AND CLIENT'S SOLE REMEDY IS LIMITED TO THE REMEDIES STATED IN SECTION 2. DIMENSION DATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE PARTS AND SERVICES SUPPLIED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTIBILITY.

B. Dimension Data is not responsible for: (1) failures in the Services that result from abuse or misuse of the products being serviced; (2) Clients' failure to follow Dimension Data's or manufacturer's installation, operation, and maintenance instructions, including Client's failure to permit Dimension Data timely remote access to the products; or (3) any modification made to the Products by anyone other than Dimension Data (including but not limited to attaching other equipment or materials to or loading computer software on the Products).

C. Force Majeure. Dimension Data will not be liable to Client for any delays, failure in performance or damages due to fire, explosion, power failures, pest damage, lightning or power surges, strikes or labor-disputes, water, acts of God, war (declared or undeclared), terrorism, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, unauthorized use of the Products, or other causes beyond Dimension Data's control.

7. Price and Payment

A. Client agrees to pay all invoices upon receipt. Unless otherwise set forth in a Schedule, Client agrees to pay the monthly charges for the initial term and the applicable charges for any renewal term. Where it applies you may prepay the all or part of the entire initial term. If you fail to pay invoices when due, Dimension Data has the right to withhold further Services until it is cured. These provisions are in addition to any rights Dimension Data has under any section of this Agreement.

B. Dimension Data will charge interest at a rate of 18% per year (or the maximum rate allowable by law, whichever is less), on any past due balances that are not paid within thirty (30) days from the date of the invoice. This charge will not apply to balances in dispute that are resolved in your favor.

8. Cancellation/Termination

A. Once a Service Term has commenced for any Initial or Renewal Term, Client may cancel coverage upon thirty (30) days written notice to Dimension Data. If Client notifies Dimension Data of its intent to cancel during the first thirty- (30) days of any Initial or Renewal Term, Client will only be responsible for the charges for the period of coverage up until the effective date of termination. If the Cancellation occurs after the first thirty (30) days of any Initial or Renewal Term, Client agrees to pay a "Cancellation Charge" equal to the monthly charges for twelve (12) months or the time remaining on the Term then in place, whichever is less. Client further agrees that the Cancellation Charge is not a penalty, but is in lieu of the actual damages that Dimension Data will incur, the precise amount of which may be difficult to determine. If Client has paid for the Services in advance, Dimension Data will deduct the charges due and refund the balance.

B. If Dimension Data fails to perform its duties under this Agreement and that failure continues for thirty (30) days after receipt of written notice from Client, Client may cancel this Agreement and will not have to pay the Cancellation Charge.

C. Client agrees that Dimension Data can, if any payment is not received within thirty (30) days of its due date, stop providing the Services, any work under this Agreement, or terminate this Agreement as it sees fit. Upon termination under this clause, Client agrees to pay Dimension Data the Cancellation Charge. **Client waives any right to claim damages for any loss of profits, business interruption, loss of information or any other direct, indirect, consequential, incidental or punitive damages that arise out of or are in any way related to Dimension Data's exercise of its rights under this Section.** Client agrees to reimburse Dimension Data for any costs of collection, including reasonable attorney's fees.

9. Settlement of Disputes:

Any controversy or claim whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 9. If a Dispute arises, the parties will attempt to resolve the Dispute through good faith negotiation with regional, senior level management within forty-five (45) days of notification of the Dispute. Should such negotiations fail to settle any Dispute, the parties agree to submit the Dispute to binding arbitration. The Federal Arbitration Act, 9 U. S. C., § 1 et seq., not state law, will govern the arbitrability of all claims. The laws of the State of California, without regard to any otherwise applicable choice or conflict of laws provisions, will govern this Agreement. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be conducted in a location to be mutually agreed upon by the parties, or in the event an agreement cannot be reached, in the location of the respondent. Either party may request from the arbitrator injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved. The arbitrator shall not have authority to award punitive damages. The arbitrator shall only have authority to award compensatory damages and shall not have the authority to award punitive, exemplary or any other non-compensatory damages or any other form of relief except injunctive relief. The arbitrator's decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction for the purpose of enforcing the arbitrator's decision. Each party shall bear its own expenses. The parties, their representatives, other participants and the arbitrator, if any shall hold the existence, content and result of arbitration in confidence. Any Dispute Client has against Dimension Data with respect to this Agreement must be brought within two (2) years after the discovery of damage or injury. To the extent not prohibited by law, the parties hereby knowingly, voluntarily and intentionally waive any right to trial by jury that either party may have in any action or proceeding, in law or in equity, in connection with this Agreement. If any party files a judicial or administrative action asserting claims subject to arbitration, and the other party successfully stays such action and/or compels arbitration of said claims, the party filing such action shall pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorneys' fees; provided, however, either party may apply to a court having jurisdiction thereof for the entry of injunctive relief to maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved or for an order requiring specific performance of the obligations under this Agreement.

10. Damage Limitations:

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, WHETHER OR NOT EITHER PARTY WAS ADVISED ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH DIMENSION DATA'S SOLE NEGLIGENCE WAS THE CAUSE. IN NO EVENT, INCLUDING A FINDING OF FAILURE OF ESSENTIAL PURPOSE, SHALL DIMENSION DATA BE LIABLE FOR DAMAGES GREATER THAN THE AMOUNTS RECEIVED FROM CLIENT UNDER THIS AGREEMENT.

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS ABOVE.
Accepted By:

San Ysidro Elementary School District	**Dimension Data North America, Inc.**
_____	_____
Authorized Signature (required)	Authorized Acceptance (required)
_____	_____
Typed/Printed Name:	Typed/Printed Name:
_____	_____
Date (required)	Date (required)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Human Resources
Daniel Zummo, Director

AGENDA ITEM: SAN DIEGO STATE UNIVERSITY – STUDENT TEACHING AGREEMENT

BACKGROUND INFORMATION:
The San Ysidro School District will enter into an agreement with the San Diego State University to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University.

RECOMMENDATION:
Approve the San Diego State University – Student Teaching Agreement (#40106097) for the 2016-2017 through 2018-2019 school years.

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

Financial Implications? ☐ Yes ☒ No

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

Requisition # 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 DIEGO STATE UNIVERSITY

Contract and Procurement Management
Business and Financial Affairs
5500 Campanile Drive
San Diego, CA 92182-1616
619-594-5243 / 619-594-5919 (fax)
Web address: http://bfa.sdsu.edu/prosrvcs/
E-mail: procurement@mail.sdsu.edu

VIA EMAIL TRANSMITTAL
monica@sysd.k12.ca.us

DATE: July 13, 2016

TO: San Ysidro School District
Attn: Monica Yrineo
4350 Otay Mesa Rd
San Ysidro, CA 92173

FROM: Michelle Tanner
Contract & Procurement Management
San Diego State University
5500 Campanile Dr. MC 1616
San Diego, CA 92182-1616

SUBJECT: 2016/2017 – 2018/2019 Student Teaching Agreement 40106097

Attached is the proposed agreement for San Diego State University Student Teaching assignments for the 2016/2017 through 2018/2019 terms. The number of semester units of practice teaching specified in the contract is estimated.

Please note on the last page of the agreement that upon acceptance by the Board, a certification must be completed by the Secretary. Have this "Certification" portion signed by the Secretary (or Clerk) of the Governing Board. The signature of the Superintendent (or designee) of the School District is also required.

When all signatures have been obtained, please return the agreement, via e-mail or mail, to the address above for further processing. When fully executed, a copy of the agreement with original signatures will be forwarded to you for your records.

Payment for services cannot be made without a signed agreement. Expeditious handling of these documents will be appreciated.

Questions regarding this agreement should be directed to my attention at (619) 594-0112 or by email, mtanner@mail.sdsu.edu.

Michelle Tanner
Buyer II Lead, Contract and Procurement Management

tchltr.doc

STUDENT TEACHING AGREEMENT

This Agreement entered into by and between the Trustees of the California State University on behalf of San Diego State University, referred to as "University", noted below, and the School District, noted below, hereinafter called the "District";

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

SPECIAL PROVISIONS

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:
The University and the District are as follows:

SAN DIEGO STATE UNIVERSITY;

SAN YSIDRO SCHOOL DISTRICT of SAN DIEGO COUNTY.

THE TERM of the Agreement is from JULY 1, 2016 to JUNE 30, 2019.

The SERVICES to be provided by District to University shall include __120__ Semester Units of Practice Teaching or _--------_ Quarter Units of Practice Teaching.

The University shall pay District for such services at the RATE AND AMOUNT of $16.67 per quarter unit, and $25.00 per semester unit.

This Agreement may be increased/decreased by written approval from the University.

GENERAL TERMS

1. The District shall provide University students practice teaching experience in schools /classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in schools/classes of the District, and under the direct supervision and instruction of employees of the District, as the District and University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teach in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teach in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teach is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the University, the District shall submit an invoice to the University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the University.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement.

STATE OF CALIFORNIA
Trustees of The California State University

Michelle Tanner, Buyer II Lead Date

SCHOOL DISTRICT

Signature Date

J. Arturo Sanchez Macias
Name (Please print)

Deputy Superintendent
Title (Superintendent or Designee)

San Ysidro School District
School District

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on August 11, 2016.
(Month, Day)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the Schools in the School District for practice teaching, be approved; and the District is hereby authorized to execute the same."

San Ysidro School District
District

San Diego
County

Signature Date
(Clerk or Secretary of the Governing Board of the School District)

Steven Kinney, Clerk
Name (Please print)

INTERNAL NOTES:
44001-000-66045-0000-1006-2401-0000 (2016/2017) $1,500.00 44001-000-66045-0000-1006-2401-0000 (2017/2018) $1.500.00 44001-000-66045-0000-1006-2401-0000 (2018/2019) $1,500.00 COLLEGE OF EDUCATION - SCHOOL OF TEACHER EDUCATION / ALYSSA ANCHETA; COLLEGE OF HEALTH & HUMAN SCIENCES - SCHOOL OF SPEECH LANGUAGE AND HEARING SCIENCES / JANET PARK

General Provisions

Indemnification
The District shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. The University shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the District and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance
The District shall procure and maintain General Liability Insurance, comprehensive or commercial form with $1,000,000.00 minimum limit for each Occurrence and minimum limit of $2,000,000.00 General Aggregate, as mutually agreed upon for this placement.

The University has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The University has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

The University shall provide professional, personal general liability, and educator's errors and omissions liability coverage for students enrolled in Nursing, Allied Health, Social Work, or Education credential programs performing community service or volunteer work for academic credit, through the Student Professional Liability Insurance Program (SPLIP). The coverage limits under this program are $2,000,000.00 for each Loss and $4,000,000.00 Aggregate for all Covered Parties, and not per student. Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy, shall be named as an additional insured.

Status of Students
Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law
All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, District shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

Assignments
Without written consent of the CSU, this agreement is not assignable by the District either in whole or in part.

Agreement Alterations & Integration
No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement
Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival
Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability
If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement
This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH VECTOR RESOURCES, INC. DBA VECTORUSA FOR UPGRADING TECHNOLOGY SYSTEMS

BACKGROUND INFORMATION:
The District's technology equipment is long due for an upgrade. The District has been communicating with VectorUSA gathering information on the services that are required to meet the District's technology needs. VectorUSA is a reputable company with experienced staff relevant to these projects and together with District staff will ensure that the projects are on schedule and within budget.

The following Projects (Agreements) are included for Governing Board approval:

1. New Windows Domain Servers Proposal, Version 1
   - To create the sysdschools.org domain ($9,612.00)

2. New Virtual Hyper-V Hosts Proposal, Version 2 (with SAN)
   - Replacing the old servers with brand new Domain Controllers and a storage area network device ($43,728.47)

3. Firewall with IDS and URL Filtering / Fortinet FortiGate 1500D, Version 1 [1 Year]
   - Replacing the old Cisco Firewall with a Fortinet FortiGate 1500D Firewall ($61,733.85)

RECOMMENDATION:
Approve/Ratify the three agreements with Vector Resources, Inc. dba VectorUSA for upgrading the District's domain, replacing servers and the old Cisco Firewall for a total cost of $115,074.32 from the General Fund.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$115,074.32 (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

Vector Resources, Inc.
dba VectorUSA
9808 Waples Street
San Diego, CA 92121
P: (858)-546-1014

VRN-077487-001
July 25, 2016

PROJECT NO. 1

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

Project
New Windows Domain Servers
Proposal, Version 1

Prepared For
San Ysidro School District

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2.0 Project Overview

3.0 Scope of Work
3.1 Domain Servers

4.0 Project Parameters

Detailed Pricing

Terms and Conditions of Contract
(SignatureRequired)

1.0 General Info

1.1 Company Information

VectorUSA designs, implements and maintains unified voice, video and data networks. Founded in 1988, VectorUSA is today one of the nation's premiere network integration companies. VectorUSA is based in Torrance, CA with offices in San Diego, Rancho Cucamonga, Phoenix, Harrisburg, PA, and Washington, D.C. Widely recognized for our engineering capabilities and management excellence, VectorUSA's team consists of the 4 original partners and over 400 employees, including engineers, technical personnel, business development and customer service agents.

VectorUSA's certifications and partnerships make us a full-service solution provider. We maintain C7, C10 electrical contractor licenses and a General Contractor "B" license. Our business partners include TE Connectivity, Ascom Wireless, Avaya, Cisco, HP Networking, Hirsch, OnSSI, PCSC, Sony, and other world class IT and integration solution vendors.

2.0 Project Overview

2.1 Project Overview

VectorUSA is pleased to present the following proposal to San Ysidro School District ("client" or "San Ysidro") for the Fortinet Security Appliance project located at the San Ysidro District Office location. This proposal includes:

-Specifications for the installation of new network domain servers

This proposal was based on the information gathered from meetings and conversations and our past experience with similar projects. The proposal includes the furnishing of labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified in this document. The proposal will be billed on a Time & Materials basis for the completion of the scope of work below. An estimated (72) hours are attached to the proposal for work. The client will be notified in the event of hours exceeding the (72) hours before Time & Materials work continues.

2.2 Installation

VectorUSA will establish a project team comprised of individuals with knowledge and experience relevant to this project. An experienced project manager or project coordinator will head the project team to ensure that the project is on schedule and within budget.

In addition to the core project team, VectorUSA has over 400 employees with a full range of specialties who will assist on the project as needed. Among these employee resources are VectorUSA's quality control officials, who will visit the project site over the course of the project to ensure that the highest-quality installation practices are being used.

VectorUSA recommends that the client create its own project team prior to the project's start. This team will work together with Vector's team to determine the implementation schedule, establish policies and procedures, decide best methods to train and distribute information to client's staff members, resolve technical issues, device management and maintenance, and system maintenance.

3.0 Scope of Work

3.1 Domain Servers

VectorUSA will perform the following tasks to upgrade the current Windows Domain Controllers:

1) Perform Discovery of the current Domain environment [17 physical servers and 10 Virtual Servers] (Gather information, dependencies, server information, user information, etc.)

2) Diagram new Active Directory structure

3) Create (2) Windows Server 2012 R2 Hyper-V OS installations on (2) Guest VMs (IP xx.xx.xx.xx & xx.xx.xx.xx) for use as Domain Controllers
3.1) Assign Domain Controller role on Servers [Primary & Secondary] - Active Directory Domain Services (AD DS or AD)

4) Migrate current Domain server settings to new Domain - Includes (1) Exchange 2010 and (3-4)SQL servers

5) Documentation and Testing of new Domain

For the purposes of this proposal, no Windows OS licensing, server hardware, VM licensing, CALs, etc. are included as part of the T&M budget. Where possible, all work for this project will be performed remotely, with San Ysidro providing the necessary remote access/login.

4.0 Project Parameters

4.1 Change Order

Any work that is added to or deleted from the original scope of this proposal, and which alters the original costs or completion date, must be agreed upon by both parties in the form of a written change order.

4.2 Delays

The client must provide five working days advance notice of any factor that will delay this project or VectorUSA will issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond VectorUSA's control will be addressed with a written change order.

4.3 Work Days/Overtime

The project work will be performed during VectorUSA's standard business hours of 7am-5pm, PST, Monday through Friday (except holidays). Work outside of standard business hours is available, but requires a written change order.

4.4 Access

VectorUSA has access to all areas required to perform the proposed scope of work in a timely manner.

4.5 Schedule

VectorUSA plans to implement this project in a continuous fashion. If any additional mobilization is required, as a result of a change (not caused by VectorUSA) in the project schedule, it will be addressed with a written change order.

4.6 Add & Delete

Any additional work requested outside of the SOW will be considered as separate work and addressed with a written change order. This proposal is not to be used as an "add & delete" schedule; it only applies to the work specified.

4.7 Defective Materials

If, due to problems with the existing hardware and/or materials provided by the client or other third parties, there is a delay and/or VectorUSA is unable to perform the work outlined in the SOW, it will be addressed with a written change order.

4.8 Network Equipment

VectorUSA has based this proposal on the client's provision of all network switches/equipment. All network switches must be in place and operational prior to the cutover date.

In addition, the client's network equipment must meet the minimum standards set by the system's manufacturer. The client is responsible for remediation of any network equipment configuration (router, load balancer, switch, wireless) required for the operation of the Fortinet solution.

4.9 Server(s)

Unless outlined otherwise in the proposal, VectorUSA has based this proposal on the client's provision of the physical server(s)/host(s) for all server applications. The server(s) must meet the minimum standards and (virtual) resources set by the system and application's manufacturer.

4.10 PC/Laptop(s)

VectorUSA has based this proposal on the client's provision of the PC(s)/Laptop(s) for all application software, unless noted otherwise in the proposal. The PC(s)/Laptop(s) must meet the minimum standards set by the system manufacturer.

4.11 Taxes

Taxes are calculated and billed based on tax rates effective at the date of invoice.

4.12 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to: 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

4.13 Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

DETAILED PRICING

Senior Systems Administrator		72	0.00	0.00	9,612.00	9,612.00
	Sub-Total			0.00	9,612.00	9,612.00
	Project Sub-Total			0.00	9,612.00	9,612.00
	Sales Tax					0.00
	Project Total					9,612.00

VRN-077487-001
July 25, 2016

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase order and 50% deposit is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

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

Job Total $9,612.00

Christie Lange — 7-25-2016

Vector Resources, Inc. dba VectorUSA Authorized Signature — Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature — 7/25/2016 — Date

J. Arturo Sanchez Macias

Print Name

Vector Resources, Inc.
dba VectorUSA
9808 Waples Street
San Diego, CA 92121
P: (858)-546-1014

VRN-077643-002
August 3, 2016

PROJECT NO. 2

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

Project
New Virtual Hyper-V Hosts
Proposal, Version 2 (with SAN)

Prepared For
San Ysidro School District

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2.0 Scope of Work
- 2.1 HP ProLiant Servers
- 2.2 HP MSA SAN Storage
- 2.3 Fiber Channel/IP Switch
- 2.4 Data/Server Migration

3.0 Project Parameters

Detailed Pricing

Terms and Conditions of Contract
(SignatureRequired)

1.0 Project Overview

1.1 Project Overview

VectorUSA is pleased to present the following proposal to San Ysidro School District ("client") for the Server Upgrade project located at the district's main data center. This proposal includes:

-Specifications for the installation of new network servers
-Specifications for the installation of a new shared storage system

This proposal was based on the information gathered from meetings and conversations, and our past experience with similar projects. The proposal includes the furnishing of all materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified in this document.

1.2 Installation

VectorUSA will establish a project team comprised of individuals with knowledge and experience relevant to this project. An experienced project manager or project coordinator will head the project team to ensure that the project is on schedule and within budget.

In addition to the core project team, VectorUSA has over 400 employees with a full range of specialties who will assist on the project as needed. Among these employee resources are VectorUSA's quality control officials, who will visit the project site over the course of the project to ensure that the highest-quality installation practices are being used.

VectorUSA recommends that the client create its own project team prior to the project's start. This team will work together with Vector's team to determine the implementation schedule, establish policies and procedures, decide best methods to train and distribute information to client's staff members, resolve technical issues, device management and maintenance, and system maintenance.

2.0 Scope of Work

2.1 HP ProLiant Servers

VectorUSA will provide, configure and install (3) new HP ProLiant DL180 Gen9 Servers as new virtual hosts for the virtual environment.

The specs of each of the servers are as follows:

- 2 x Intel Xeon E5-2620 v4 8-Core CPUs
- 128 GB DDR4 2400 Memory
- 2 x 300GB SAS Drives [RAID 1] (for Windows Hyper-V Hypervisor storage)
- 4 x 1 GbE Copper NIC [+2 1GbE Copper for Management / Other]
- 2 x 800W Power Supplies
- 1 x Windows Server 2012 R2 Datacenter license

VectorUSA will install each of the servers in existing data 4-post racks using the supplied 2U rack rail kits. Each server requires 2U of space and the appropriate electrical/PDU connections. VectorUSA will patch the copper 1GbE ports into the existing LAN switch(es). VectorUSA assumes the new virtual hosts will co-exist in the data center with the existing servers until after data migration/decommission.

Each server will be tested and burned in prior to installation at site, verifying the latest BIOS/updates are installed and hardware performs as indicated. Windows Server 2012 R2 will be installed and the Hyper-V Role will be applied. All servers will be joined to a Cluster/Workgroup. All storage of VMs will be on the HP MSA appliance detailed below.

2.2 HP MSA SAN Storage

VectorUSA will provide, configure and install (1) new HP MSA 1040 Dual Controller SAN appliance for shared storage in the virtual environment.

The MSA 2040 features the following specifications:

- Dual 2 x 1GbE iSCSI controllers
  (For the purposes of this initial proposal iSCSI will be utilized)
  (FC or 10GbE iSCSI is available as an optional storage transport protocol, requires separate controllers & a written change order)

- 6 x 900GB 10K 12G SAS MSA Drives - Standard Tier Storage
  + Initial configuration will feature RAID 5 [4.5 TB Usable]

The SAN appliance requires 2U of rack space and features dual power supplies.

The SAN will be installed with a standard initial configuration, with OS updates as necessary, joined to the domain, and set up as the storage target for the virtual server hosts.

2.3 Fiber Channel/IP Switch

Configuration of the existing switches (if necessary) will include IP routing / Layer 2 switching necessary for the function of the new virtual hosts and MSA SAN (including link aggregration) as well as integrating into the existing network IP & VLAN scheme.

2.4 Data/Server Migration

VectorUSA will provide Data/Server migration services from the existing (10) Hyper-V servers and their storage to the newly implemented environment.

The VectorUSA Engineer will meet with the client to discuss migration scheduling, OS/application compatibility, priority of servers, and potential issues or conflicts of migration.

After the design meeting, VectorUSA will perform the data and server migration on a time and materials basis, with a budget of (16) hours to complete the necessary migration, testing, and documentation of existing services.

If there is time available, the time and materials budget may be used for other labor services, such as backup software/agent installation, new OS/server creation, snapshot/replication services, monitoring services, etc.

3.0 Project Parameters

3.1 Change Order

Any work that is added to or deleted from the original scope of this proposal, and which alters the original costs or completion date, must be agreed upon by both parties in the form of a written change order.

3.2 Delays

The client must provide five working days advance notice of any factor that will delay this project or VectorUSA will issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond VectorUSA's control will be addressed with a written change order.

3.3 Work Days/Overtime

The project work will be performed during VectorUSA's standard business hours of 7am-5pm, PST, Monday through Friday (except holidays). Work outside of standard business hours is available, but requires a written change order.

3.4 Access

VectorUSA has access to all areas required to perform the proposed scope of work in a timely manner.

3.5 Schedule

VectorUSA plans to implement this project in a continuous fashion. If any additional mobilization is required, as a result of a change (not caused by VectorUSA) in the project schedule, it will be addressed with a written change order.

3.6 Adequate Room

The client must provide adequate room and electrical power for the installation of the proposed server and storage equipment in the communications closets.

3.7 Existing Cable

VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., labeled, correct pin configurations, etc.). The client is responsible for providing technician(s) (e.g., cable vendor) to troubleshoot any wiring issues that may arise during installation.

VectorUSA will troubleshoot or resolve in-house wire issues, if requested by the client, in the form of a written change order.

3.8 Add & Delete

Any additional work requested outside of the SOW will be considered as separate work and addressed with a written change order. This proposal is not to be used as an "add & delete" schedule; it only applies to the work specified.

3.9 Defective Materials

If, due to problems with the existing hardware and/or materials provided by the client or other third parties, there is a delay and/or VectorUSA is unable to perform the work outlined in the SOW, it will be addressed with a written change order.

3.10 Data Circuits

It is the client's responsibility to ensure that data circuits are installed and operational in the communications room as needed. Time spent troubleshooting and correcting circuit issues will be addressed with a written change order.

3.11 Network Equipment

VectorUSA has based this proposal on the client's provision of all LAN and management network switches/equipment. All network switches must be in place, and operational prior to the cutover date.

In addition, the client's network equipment must meet the minimum standards set by the system's manufacturer.

3.12 Server(s)

Unless outlined otherwise in the proposal, VectorUSA has based this proposal on the client's provision of the server(s) with all server applications. The server(s) must meet the minimum standards set by the system's manufacturer.

3.13 PC/Laptop(s)

VectorUSA has based this proposal on the client's provision of the PC(s)/Laptop(s) for all application software, unless noted otherwise in the proposal. The PC(s)/Laptop(s) must meet the minimum standards set by the system manufacturer.

3.14 Windows Server CALs

VectorUSA has included (5) User CALs for the Windows Server 2012 environment. Windows Server requires either User or Device CALs totalling the respective number of each accessing the Windows Server environment. Additional and/or different CALs are available for purchase, through a written change order.

3.15 Taxes

Taxes are calculated and billed based on tax rates effective at the date of invoice.

3.16 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to: 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

3.17 Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

DETAILED PRICING

ACTIVE COMPONENTS

HP VIRTUAL HOSTS	Quantity	Unit Cost	Material	Labor	Total
HP DL180 Gen9 [Intel Xeon E5-2620v4 8-Core, P440, 900W	3	2,010.07	6,030.21	0.00	6,030.21
2nd CPU - Intel Xeon E5-2620v4 8-Core 20MB Cache	3	656.09	1,968.27	0.00	1,968.27
32GB DDR4 2400MHz RDIMM	12	525.95	6,311.40	0.00	6,311.40
300GB 10K 12G SAS SFF HDD	6	202.15	1,212.90	0.00	1,212.90
Ethernet 1Gb 4-port 331T Adapter	3	314.13	942.39	0.00	942.39
Redundant PSU - 900W AC 240VDC Power Input Module	3	139.13	417.39	0.00	417.39
3 Year (9 x 5) Onsite DL180 Gen9 Foundation Care	3	361.98	1,085.94	0.00	1,085.94
WINDOWS SERVER LICENSING					
Microsoft Windows Server Datacenter 2012 R2 Single	3	1,595.12	4,785.36	0.00	4,785.36
Microsoft Windows ServerCAL 2012 Single Academic OLP	5	7.70	38.50	0.00	38.50
HP MSA SAN					
HP MSA 1040 2-port 1GbE iSCSI Dual Controller SFF Storage	1	5,458.05	5,458.05	0.00	5,458.05
HPE MSA 900GB 12G SAS 10K 2.5" Dual Port Enterprise 3Yr	6	527.64	3,165.84	0.00	3,165.84
HPE 3Year NBD Onsite Foundation Care Service	1	1,485.80	1,485.80	0.00	1,485.80
Sub-Total			32,902.05	0.00	32,902.05

PROFESSIONAL SERVICES

	Quantity	Unit Cost	Material	Labor	Total
Discovery & Engineering	1	0.00	0.00	560.00	560.00
Physical Installation	3	0.00	0.00	1,995.00	1,995.00
Virtual Machine Creation & Configuration / Migration	1	0.00	0.00	2,380.00	2,380.00
Project Management	1	0.00	0.00	490.00	490.00
Documentation & Testing	1	0.00	0.00	735.00	735.00
SAN Installation & Configuration	1	0.00	0.00	2,240.00	2,240.00
Sub-Total			0.00	8,400.00	8,400.00
Project Sub-Total			32,902.05	8,400.00	41,302.05
Sales Tax					2,426.42
Project Total					43,728.47

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase order is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

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

Job Total $43,728.47

Christie Lange
Vector Resources, Inc. dba VectorUSA Authorized Signature

8-9-2016
Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

8/15/16
Date

Arturo Sanchez Macias
Print Name

Vector Resources, Inc.
dba VectorUSA
9808 Waples Street
San Diego, CA 92121
P: (858)-546-1014

VRN-077444-001
July 21, 2016

PROJECT NO. 3

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

Project
Firewall with IDS and URL Filtering
Fortinet FortiGate 1500D, Version 1 [1 Year]

Prepared For
San Ysidro School District

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(SignatureRequired)

1.0 General Info

1.1 Company Information

VectorUSA designs, implements and maintains unified voice, video and data networks. Founded in 1988, VectorUSA is today one of the nation's premiere network integration companies. VectorUSA is based in Torrance, CA with offices in San Diego, Rancho Cucamonga, Phoenix, Harrisburg, PA, and Washington, D.C. Widely recognized for our engineering capabilities and management excellence, VectorUSA's team consists of the 4 original partners and over 400 employees, including engineers, technical personnel, business development and customer service agents.

VectorUSA's certifications and partnerships make us a full-service solution provider. We maintain C7, C10 electrical contractor licenses and a General Contractor "B" license. Our business partners include TE Connectivity, Ascom Wireless, Avaya, Cisco, HP Networking, Hirsch, OnSSI, PCSC, Sony, and other world class IT and integration solution vendors.

2.0 Project Overview

2.1 Project Overview

VectorUSA is pleased to present the following proposal to San Ysidro School District ("client" or "San Ysidro") for the Fortinet Security Appliance project located at the San Ysidro District Office location. This proposal includes:

-Specifications for the installation of a new network security appliance

This proposal was based on the information gathered from meetings and conversations and our past experience with similar projects. The proposal includes the furnishing of all materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified in this document.

2.2 Installation

VectorUSA will establish a project team comprised of individuals with knowledge and experience relevant to this project. An experienced project manager or project coordinator will head the project team to ensure that the project is on schedule and within budget.

In addition to the core project team, VectorUSA has over 400 employees with a full range of specialties who will assist on the project as needed. Among these employee resources are VectorUSA's quality control officials, who will visit the project site over the course of the project to ensure that the highest-quality installation practices are being used.

VectorUSA recommends that the client create its own project team prior to the project's start. This team will work together with Vector's team to determine the implementation schedule, establish policies and procedures, decide best methods to train and distribute information to client's staff members, resolve technical issues, device management and maintenance, and system maintenance.

2.3 Codes

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, BICSI Telecommunications Distribution Methods Manual (TDMM), BICSI Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

3.0 Scope of Work

3.1 FortiGate 1500D

VectorUSA will provide, configure and install up to (1) Fortinet FortiGate FG-1500D Network Security Appliance in a standard NGFW/UTM configuration. (1) FortiGate device at the San Ysidro, CA location will be deployed as part of this implementation.

VectorUSA will configure the Network Security Appliance within the existing San Ysidro network equipment infrastructure. The Fortinet appliance will reside between the internal San Ysidro LAN and the incoming WAN & ISP environments. Each FG-1500D requires 2U of rack space and the appropriate power connection. VectorUSA is responsible for racking and powering/patching the Fortinet appliance at the site. Included with each FG-1500D are (2) 10GE SFP+ SR Transceivers. Cabling and any additional transceivers, if necessary, is the responsibility of the client.

VectorUSA will remotely connect to each of the Fortigate appliances for initial configuration following physical install onsite.

Working with San Ysidro IT staff, the Engineer will discuss and gather existing router and firewall configurations from the existing network equipment and use such information for the new Fortinet setup. Following the initial discovery and configuration, VectorUSA may enable features, as configuration time permits, such as: policy creation/enforcement, integration with existing RADIUS, AD/LDAP authentication, user profiles, newly implemented routing protocols, IPS, Web Filtering, Application Control, DLP, Antivirus, Antispam. Custom or new firewall policies, custom filtering/QoS profiles, ADOMs, etc. may require additional configuration available through a written change order.

VectorUSA will provide documentation regarding the Fortinet solution, including IP information, admin accounts including username/passwords, configuration settings and warranty & support documents.

Warranty/Maintenance

The Fortinet FortiGate Network Security Appliances come with a standard Fortinet manufacturer's hardware warranty of 1-year. See below for additional warranty and maintenance coverage included with the Fortinet Bundle.

3.2 FortiAnalyzer VM

VectorUSA will provide and install (1) license key and installation of the FortiAnalyzer Virtual Appliance.

The FortiAnalyzer Virtual Security Reporting Appliances securely aggregate log data from Fortinet devices and other syslog-compatible devices. Using a comprehensive suite of easily-customized reports, users can filter and review records, including traffic, event, virus, attack, Web content, and email data, mining the data to determine your security stance and assure regulatory compliance.

VectorUSA assumes the proper virtual infrastructure (vCPU, vRAM, vNIC, etc.) exists prior to installation. No additional time has been included in this proposal for FortiAnalyzer configuration beyond a basic installation and setup interfacing the FortiAnalyzer with the (1) FortiGate appliance as well as enabling basic monthly templated reporting outlining common usage statistics to an admin e-mail. VectorUSA is basing the configuration on up to 6GB/day of Logs with the supported necessary licensing.

3.3 FortiGate Security Bundle & FortiCare

FortiGuard & FortiCare - 1 Year Bundle Services

FortiGuard Security Subscription Services deliver dynamic, automated updates for Fortinet products. The Fortinet Global Security Research Team creates these updates to ensure up-to-date protection against sophisticated threats. Subscriptions include antivirus, intrusion prevention, web filtering, antispam, vulnerability and compliance management, application control, and database security services.

FortiCare Support Services provide global support for all Fortinet products and services. FortiCare support enables your Fortinet products to perform optimally through firmware and general upgrades. The support plans includes with 24x7 Comprehensive Support with Advanced Hardware (Next Business Day) replacement.

Configuration services, if requested at time of installation, will include enabling FortiGuard services. Advanced configuration, as detailed above in the scope of work, of the Security Appliance is not included as part of this proposal.

4.0 Post Support Options

4.1 Post Support Options

VectorUSA offers several support options that can assist the client once their system is operational. These options include quarterly, semi-annual, and annual on-site preventive maintenance and audits; blocks of time for on-site maintenance and upgrades; and management of the RMA process.

On request, VectorUSA will customize a post-installation project support and maintenance plan to suit the client's needs.

VectorUSA's most popular support options include the following:

VectorUSA Insight Managed Services:
This complete systems management package includes:
-24/7 systems monitoring
-Guaranteed hourly services from network engineers and service technicians for onsite/offsite maintenance and upgrades, RMA management, and system moves, additions and modifications
-Monthly performance reporting and quarterly consulting analysis

VectorUSA Hourly IS Services
With this option, VectorUSA provides "time and materials" post-installation services and support. The standard support package includes access to the VectorUSA Help Desk during normal business hours, and 24/7 emergency assistance for critical issues. At the client's request, VectorUSA will also handle manufacturer alerts directly for manufacturer warranties that include monitoring.

5.0 Project Parameters

5.1 Change Order

Any work that is added to or deleted from the original scope of this proposal, and which alters the original costs or completion date, must be agreed upon by both parties in the form of a written change order.

5.2 Delays

The client must provide five working days advance notice of any factor that will delay this project or VectorUSA will issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond VectorUSA's control will be addressed with a written change order.

5.3 Work Days/Overtime

The project work will be performed during VectorUSA's standard business hours of 7am-5pm, PST, Monday through Friday (except holidays). Work outside of standard business hours is available, but requires a written change order.

5.4 Access

VectorUSA has access to all areas required to perform the proposed scope of work in a timely manner.

5.5 Schedule

VectorUSA plans to implement this project in a continuous fashion. If any additional mobilization is required, as a result of a change (not caused by VectorUSA) in the project schedule, it will be addressed with a written change order.

5.6 Adequate Room

The client must provide adequate room for the installation of the proposed security appliance in the communications closets. The FortiGate will be installed in an existing 2 or 4-post rack / cabinet. Vector assumes the proper electrical outlet is available for use.

5.7 Patch Cords

VectorUSA is not responsible for providing and installing voice and data patch cables outside of those listed in the Scope of Work above.

5.8 Existing Cable

VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., labeled, correct pin configurations, etc.). The client is responsible for providing technician(s) (e.g., cable vendor) to troubleshoot any wiring issues that may arise during installation.

VectorUSA will troubleshoot or resolve in-house wire issues, if requested by the client, in the form of a written change order.

5.9 Add & Delete

Any additional work requested outside of the SOW will be considered as separate work and addressed with a written change order. This proposal is not to be used as an "add & delete" schedule; it only applies to the work specified.

5.10 Defective Materials

If, due to problems with the existing hardware and/or materials provided by the client or other third parties, there is a delay and/or VectorUSA is unable to perform the work outlined in the SOW, it will be addressed with a written change order.

5.11 Data Circuits

It is the client's responsibility to ensure that data circuits are installed and operational in the communications room as needed. Time spent troubleshooting and correcting circuit issues will be addressed with a written change order.

5.12 Network Equipment

VectorUSA has based this proposal on the client's provision of all network switches/equipment. All network switches must be in place and operational prior to the cutover date.

In addition, the client's network equipment must meet the minimum standards set by the system's manufacturer. The client is responsible for remediation of any network equipment configuration (router, load balancer, switch, wireless) required for the operation of the Fortinet solution.

5.13 Server(s)

Unless outlined otherwise in the proposal, VectorUSA has based this proposal on the client's provision of the server(s) for all server applications. The server(s) must meet the minimum standards set by the system's manufacturer.

5.14 PC/Laptop(s)

VectorUSA has based this proposal on the client's provision of the PC(s)/Laptop(s) for all application software, unless noted otherwise in the proposal. The PC(s)/Laptop(s) must meet the minimum standards set by the system manufacturer.

5.15 Taxes

Taxes are calculated and billed based on tax rates effective at the date of invoice.

5.16 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to: 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

5.17 Proprietary Information

The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

DETAILED PRICING

FORTIGATE NGFW APPLIANCE

	Quantity	Unit Cost	Material	Labor	Total
FortiGate 1500D Appliance - Plus 1 Year 24x7 FortiCare &	1	48,165.00	48,165.00	0.00	48,165.00
Sub-Total			48,165.00	0.00	48,165.00

FORTIANALYZER NETWORK LOGGING

	Quantity	Unit Cost	Material	Labor	Total
FortiAnalyzer VM Base - 1GB/Day of Logs 500GB Cap	1	1,404.00	1,404.00	0.00	1,404.00
Upgrade License For 5GB/Day Of Logs & 1TB Device Quota	1	1,404.00	1,404.00	0.00	1,404.00
1 Year FortiCare 24x7 Contract [FortiAnalyzer]	1	840.75	840.75	0.00	840.75
Sub-Total			3,648.75	0.00	3,648.75

PROFESSIONAL SERVICES

	Quantity	Unit Cost	Material	Labor	Total
Discovery & Engineering	1	0.00	0.00	1,800.00	1,800.00
Physical Installation	1	0.00	0.00	375.00	375.00
Initial Configuration & Testing	1	0.00	0.00	2,400.00	2,400.00
Cutover & Day-One Support	1	0.00	0.00	600.00	600.00
Project Management & Documentation	1	0.00	0.00	600.00	600.00
Sub-Total			0.00	5,775.00	5,775.00

Project Sub-Total	51,813.75	5,775.00	57,588.75
Sales Tax			4,145.10
Project Total			61,733.85

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase order is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

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

Job Total $61,733.85

Christie Lange
Vector Resources, Inc. dba VectorUSA Authorized Signature

8-8-2016
Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

9/15/16
Date

Arturo Sanchez Macias
Print Name

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH CSM CONSULTING, INC. FOR E-RATE PROGRAM

BACKGROUND INFORMATION:
The E-rate program provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. It is one of four support programs funded through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services. In order to receive these services, it is necessary to file specific documentation on a timely manner. A service provider will assist the District with the preparation, review and filing of the required documentation. The District would like to retain the services of CSM Consulting, Inc. to assist with the E-rate Program from July 1, 2016 to June 30, 2017 and will automatic renew for successive one year terms.

The cost implications for these services is $16,000.00 which includes:

- Base Contract Amount $6,000.00
- 6% of Category Two applications submitted, not to exceed $10,000.00

Additional services are optional at hourly rates from $80.00 - $175.00 per hour.
Other expenses as per agreement.

RECOMMENDATION:
Approve/Ratify the E-rate Program Contract with CSM Consulting, Inc. at an estimated cost of $20,000.00 paid from E-Rate funds.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$20,000.00 (Amount)	E-Rate Funding (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

CSM E-RATE COMPLIANCE SERVICES Doc U Manage

CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **San Ysidro School District,** a local education agency ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.

C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES – SCOPE OF SERVICE

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:

    - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
    - Advise and coordinate the preparation and filing of:
        - Item 21 Attachments
        - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
        - Implementation Deadline Extension Request (ImDER)
        - Invoice Deadline Extension Request (IDER)
        - Service Provider Identification Number (SPIN)Change Requests
        - Service Substitution Requests
        - Service Certifications
        - Program Integrity Assurance (PIA)
        - Payment Quality Assurance (PQA) requests
    - Invoice reconciliation for previous funding year disbursements

2. Act as District's main point of contact with the SLD.

3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC's Form 471 filing deadline.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.

4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. COST

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

   Base contract amount ("Base Amount") of **$6,000** plus;

   An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **$10,000** ("C2 Amounts").

   Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

   Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

   The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

IV. MISCELLANEOUS

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2016, or upon execution (whichever is later), through June 30, 2017. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.

2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.

3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.

4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
   A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	$175 per hour
Information Technology Consultant/Director	$150 per hour
Lead Consultant	$120 per hour
Specialist	$80 per hour

   An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate

and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services

Doc U Manage

5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is $1,249.00.

   Please check the appropriate box for designation of service ☐ **Yes** ☐ **No**

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.

7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability**. The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.

12. **Authority**. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.

13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in _____, _____ This_____ day of _____, 2016.

_____, **Vice President**
David T. Cichella

_____, Title Deputy Superintendent

Arturo Sanchez Macias Print Name
San Ysidro School District

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this _____day of _____, 2016 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation ("Consultant") and **San Ysidro School District**, a local education agency ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018, 2019 are resolved or June 30, 2020. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

San Ysidro School District

Name: _____

Print Name: Arturo Sanchez Macias

Title: Deputy Superintendent

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH FRONTLINE FOR AESOP ATTENDANCE SYSTEM

BACKGROUND INFORMATION:
The District currently has over 560 employees who access the AESOP Attendance System to report their absences. It is imperative that the District have a system in place to track employees' attendance and substitutes' time for both certificated and classified employees. The AESOP System tracks employees' personal illness, personal necessity and vacation days, in addition to other work-related absences such as professional days, etc… It is on the AESOP system that substitute coverage is requested and linked to staff. The District has been using AESOP for over ten years and has been an effective attendance tool to collect, verify and reconcile time worked by staff and by over 100 substitute employees. The District recently transitioned to PeopleSoft for their payroll and financial system. AESOP records are useful to payroll staff to reconcile entries made in the PeopleSoft Payroll System.

RECOMMENDATION:
Approve/Ratify the agreement with FrontLine for AESOP Attendance System at an estimated cost of $10,764.00 from the general fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$10,764.00	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

frontline education

1400 Atwater Drive Malvern, PA 19355

Aesop Customer Agreement

CD8978
08/03/2016
P: 610-722-9745 | F: 888-492-0337

Customer:

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

Contact: Blanca Barrera
Title: Accounts Payable
Phone: (619) 428-4476 x3005
Email: bbarrera@sysd.k12.ca.us

Agreement Details:

Pricing Expiration:
Account Manager: David Black

Initial Term: 2016-2017
Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Start Date: Custom (see Special Instructions) days after signed date
Subscription Billing Terms: Annually, based on 10 Months
Cancellation Terms: 30 Days Written Notice

Pricing Overview:

Startup Cost: One-Time cost due at signing — **$0.00**

Annual Subscription: Recurring cost — **$10,764.00**

Itemized Description	Unit Price	Qty	Mths	Total
Aesop Subscription - Employees needing replacement	$2.20	459	10	$10,098.00
Aesop Subscription - Employees not needing replacement	$0.74	90	10	$666.00

Amount Due at Signing (Startup Cost) **$0.00**

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES WITH THE ADDITIONAL TERMS ATTACHED HERETO AND INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms and conditions of this Agreement and the Additional Terms are confidential information of Frontline Technologies Group, LLC. ("Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Customer: San Ysidro School District

Name: Arturo Sanchez Macias
Signature:
Title: Deputy Superintendent
Date: 07-01-16

Frontline Technologies Group, LLC

Name:
Signature:
Title:
Date: 07-01-16

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms: Aesop renewal 2016-2017
7/1/16-6/30/17

frontline education
1400 Atwater Drive Malvern, PA 19355

Aesop Customer Agreement

CD8978
08/03/2016

P: 610-722-9745 | F: 888-492-0337

ADDITIONAL TERMS:

1. Subscription. Customer is purchasing a non-exclusive, non-transferable, non-assignable, terminable subscription ("Subscription") for use of Frontline's employee replacement system ("Aesop®") by Customer and those employees Customer registers on Aesop® as "Designated Employees."
2. Term. The Subscription shall begin upon the execution of this Agreement and continue through the Initial Term, set forth on the first page of this Agreement. If neither party has given the other at least thirty (30) days written notice of its intent not to renew prior to the end of the Initial Term or any Renewal Term, the Subscription shall automatically renew for the next year (each, a "Renewal Term").
3. Payment.
    1. The Startup Cost set forth on the first page of this Agreement will be invoiced to Customer by Frontline upon execution of this Agreement; but if Customer terminates this Agreement before completion of the implementation process, Frontline will refund the Startup Cost on a pro-rata basis, based on a six (6) week setup schedule. If for any reason Frontline's personnel travel to Customer's facility, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
    2. The Subscription set forth on the first page of this Agreement will be invoiced to Customer by Frontline based on the Customer Sign Date plus the number of days stated in the Subscription Start Date. Frontline will render a detailed invoice, showing the Subscription item unit price multiplied by the quantity, as set forth on the first page of this agreement. This will be multiplied by the number of months remaining in Customer's school year, prorating any partial months, to yield the actual annual subscription (the "Actual Annual Subscription"). There will be no charge for summer usage. The quantities of any annual subscription item of this Agreement are merely illustrative and are based on Customer's usage estimates. Should the number of employees change significantly during Startup or during the school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
    3. Before the start of the school year, Frontline will calculate the Subscription by multiplying the actual employees entered into Aesop® by the applicable Subscription item unit price, as amended from time to time. This will be multiplied by the ten (10) month school year to yield the Actual Annual Subscription. Should the number of employees on Aesop® change significantly during any school year, Frontline will recalculate the Actual Annual Subscription and render an invoice for the difference.
    4. Frontline reserves the right to increase any of the fees after the Initial Term, by providing at least thirty (30) days prior written notice of same to Customer.
4. Aesop® Assistance. Frontline shall provide Customer with commercially reasonable: (a) assistance in the initial installation and setup of Aesop®, and (b) ongoing telephone assistance regarding the use of Aesop® during the Initial Term and any Renewal Term during normal EST business hours Monday through Friday; but: (i) all telephone assistance rendered by Frontline shall only be to Customer's Aesop® Administrator; and (ii) Frontline shall not be required to provide "help desk" support for any questions or assistance that is not directly related to Aesop®.
5. Aesop® Operation. Customer acknowledges and agrees that it must properly enter data and information onto Aesop® in order for Aesop® to operate properly. Customer shall be responsible to verify the accuracy of any of Customer's data entered on Aesop®. Frontline makes no representation or warranty of any kind as to the availability, promptness, or reliability of any substitute employee actually contacted by Aesop®.
6. Aesop® Administrator. At all times, Customer must have an employee who has obtained Aesop® administrator certification training from Frontline and who is certified by Frontline as an Aesop® administrator ("Aesop® Administrator"). If the Aesop® Administrator ceases to serve as such, Customer shall promptly and at its expense have a new employee obtain Frontline Aesop® administrator certification and be designated as an Aesop® Administrator.
7. Vacancies. Customer may use Aesop® to obtain temporary employee when there is no absent employee (a "Vacancy"). Filling a Vacancy is treated by Aesop® as if it was a regular replacement for an absent employee and is billed at the Employee Rates.
8. Subscription Restrictions.
    1. Customer shall not assign, transfer, pledge, sub-license or otherwise encumber or dispose of any of Customer's rights or obligations under this Agreement.
    2. The Subscription does not extend to any individual or entity not a party to this Agreement, any employees of Customer who are not either the Designated Employees or the Aesop® Administrator, or any business, school or operation acquired by Customer by merger, consolidation, purchase, operation of law or otherwise, unless Frontline agrees in writing to the extension or assignment of the Subscription. No right is granted for the use or access of Aesop® by any third party. A transfer of control or ownership of Customer shall be considered a prohibited transfer of Customer's Subscription.
    3. Frontline may assign this Agreement to any third party acquiring all or substantially all of Frontline's assets or stock.
    4. Information regarding Customer's employees acquired by Frontline shall be confidential. Aggregated data not relating to individual employees of Customer acquired by Frontline in the course of performing this Agreement will be the sole property of Frontline.
9. Integration. In the event Customer integrates Aesop and a third-party product or service, whether with or without Frontline's Assistance, Customer understands and agrees: (a) that Frontline is authorized to provide Customer data to a specified third party or permit such third party to have access to Customer's data, as required to accomplish the integration services; and (b) Frontline is not responsible for, does not warrant, support, or make any representations regarding: (i) third-party products or services, (ii) Customer's data in the possession of third parties, including, without limitation, a third party's storage, use or misuse of Customer data, or (iii) Customer's uninterrupted access to a third party's services due to circumstances outside of the control of Frontline.
10. Limitation of Liability.
    1. **THE MAXIMUM LIABILITY OF FRONTLINE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS, OFFICERS AND DIRECTORS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF Aesop®, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY FRONTLINE SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO FRONTLINE DURING THE PAST TWELVE (12) MONTH PERIOD.**
    2. Upon termination of this Agreement for any reason, the provisions of this Section shall survive termination and continue in full force and effect.
11. Termination.
    1. Customer may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days prior written notice to Frontline. In the event Customer terminates this Agreement pursuant to this Section, Frontline shall be entitled to retain all monies received from Customer pursuant to this Agreement, to be paid for fees due up to the termination; and shall be relieved of further obligations to Customer. Frontline shall promptly return to Customer any data, confidential information, materials, records and other information furnished to Frontline by Customer. Frontline shall return to Customer, on a pro-rata basis, any fees paid in advance by Customer that were not earned as of the date of termination.
    2. Frontline may terminate this Agreement for any breach by Customer.
12. Public Disclosure. Customer grants to Frontline the right to publicly disclose the fact that Customer is using Aesop®, for Frontline's advertising and other promotional purposes.
13. Copyright and Trademarks. All intellectual property pertaining to Aesop®, including trademarks and copyrights, is and shall remain the sole property of Frontline and its affiliated companies.
14. Entire Agreement. This Agreement states the entire understanding reached between the parties hereto with respect to the subject matter contained herein and supersedes all prior or contemporaneous agreements, understandings, representations and warranties between the parties, and may not be amended except by written instrument executed by the parties hereto.

Please Email or Fax ALL PAGES of the signed agreement to:
dblack@frontlinetechnologies.com or 888.492.0337

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

AGENDA ITEM: ADDENDUM TO THE EPISCOPAL COMMUNITY SERVICES (ECS) HEAD START 2016-17 AGREEMENT

BACKGROUND INFORMATION:
The Episcopal Community Services Head Start has amended the Memorandum of Understanding (MOU) for the Preschool & Child Development Programs for fiscal year 2016-17 effective July 1, 2016. The changes and/or additions to the MOU that the ECS is recommending are items that the District is already in compliance with. The changes to the MOU are as follows:

- Immunization: Provider shall comply with new immunization requirements for employees that work with preschool students.
- Implement the Exit Pass Protocol
- Insure Bus Evacuation Drills
- Change Employee Compensation Cap

RECOMMENDATION:
Approve/Ratify the addendum to the ECS Head Start Agreement for fiscal year 2016-2017.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 Budget? ☐ Yes ☒ No

Requisition #

Funding Source	Preschool & Child Development ECS Head Start 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

HEAD START AND EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY51

Addendum

To Service Provider Agreement PY51

For Preschool and Child Development Programs San Ysidro School District

This addendum shall become effective as of July 1, 2016.

- **Item #5 Obligation of Provider (page 3) under 5.2 Medical Exam the following will be added:**

Immunization. Provider shall comply with California Health and Safety Code 1596.7995, effective September 1, 2016, regarding immunizations for persons employed or volunteering at pre-school centers.

- **Item #24 under Exhibit A - Description of Services (page 18) the following will be added:**

-Exhibit G (process on how to implement the Exit Pass Protocol).

Implement the Exit Pass protocol process

- **Item #25 under Exhibit A - Description of Services (page 20) the following will be added:**

Section H. Insure Bus Evacuation Drills are conducted by the District Transportation Department within the first 30 days from the first day of class.

- **Item Exhibit F - Employee Compensation Cap the following was changed:**

Level II employee is $183,300.00 per year. Has changed to:
Level II employee is $185,100.00 per year.

HEAD START AND EARLY HEAD START SERVICES PROVIDER AGREEMENT

Subcontract No. HSPY51

Episcopal Community Services "ECS"

By: _____ Dated: _____
Signature

Christopher Marics
Print

Chief Operating Officer
Title

PROVIDER – [_____]

By: _____ Dated: _____
Signature

_____
Print

EXHIBIT F

Employee Compensation Cap

Abstract
Funds awarded under the Head Start/Early Head Start grants cannot be used to pay the compensation of an individual either as a direct cost or any proration as indirect costs, at a rate in excess of Executive Level II. The rate of compensation for an Executive Level II employee is $185,100.00 per year. Every Head Start grantee and delegate is responsible for assuring its compliance with Section 653 of the Head Start Act. This provision applies to the salary and fringe benefits of any staff employed by a Head Start program who is paid, in whole or in part, with Head Start funds.

_____ _____
Name Date

_____
Title

_____
Organization

EXHIBIT G

The Child Exit Pass Process is designed with the intent that children never leave the site with anyone other than the approved adult. Staff must adhere to the process daily.

Exit Passes:

- The staff is the first checkpoint in ensuring active supervision and child safety during the critical period of sign-out/dismissal.
- The Exit Pass (will include the following - the child's first and last name, Teacher, classroom # and a photo of the child).
- Parent/guardians are not to independently select an Exit Pass Card. The staff that is assigned to monitor sign-out must hand the Exit Pass to the parent/guardian.
- If one adult is signing out two children, the adult must be handed two Exit Passes, one for each child.

Active Supervision by the Exit Greeter:

- Staff should not give an Exit Pass to an adult that is not on the authorization to pick up.
- The Exit Greeter is physically present at the designated exit gate/door from 5-10 minutes before dismissal until all children have left the site.
- Exit Greeter must visually and/or verbally verify that the appropriate child is leaving the site. Exit Greeter must receive the Exit Pass in hand. Exit Greeter must visually look at the Exit Pass to determine that the child's photo on the Exit Pass matches the child at the gate.
- If the Exit Greeter is someone who is not familiar with all children at the site, then the Exit Greeter must verbally ask the child his/her name, and ensure a match on the Exit Pass.
- If visual or verbal verification does not match, the adult and child are to be directed back to the Teacher.

Sign-outs/Dismissals Outside of Identified Exit Greeter Times:

- Occasionally, a child is picked up at a time outside of the times when the Exit Greeter is stationed at the exit gate/door, (i.e. parent picks up the child for a dentist appointment). In this case, an Exit Pass is given to the parent/guardian. The staff meets the parent/guardian and child prior to leaving the site to retrieve the Exit Pass and ensure that the appropriate child is leaving with the appropriate adult.

Child Exit Pass Implementation Plan Form:

Every Site Supervisor will fill out an Implementation Plan for your specific site (see attach form). Retain one at your site and send a copy to your Manager.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE CHILDREN'S INITIATIVE FOR THE CHILDHOOD INJURY PREVENTION PROJECT

BACKGROUND INFORMATION:
The Children's Initiative hosts The Childhood Injury Prevention Project which provides free educational trainings throughout San Diego County. Trainings are designed to increase knowledge of parents and professionals on how to prevent unintentional childhood injuries in young children. Trainings consist of two 90-minute sessions and include topics such as resiliency, independence, respect and cooperation in children. The curriculum is based on evidence-based best practices published by the American Academy of Pediatrics (AAP), University of California San Francisco's *Prevention of Injuries* training curriculum and works published by SafeKids.org. The objectives of the trainings are as follows:

- Increase knowledge of preventing unintentional injuries in young children.
- Increase knowledge to employ simple and effective practices to safeguard young children from injuries.
- Inform and equip parents and childcare sites with relevant, local resources to improve environmental safety.

The District's Children & Families Facilitator will coordinate the dates and locations for The Childhood Injury Prevention Project trainings. Childcare will be provided.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

The Children's Initiative

The Childhood Injury Prevention Project
Agreement 2016-17

The Childhood Injury Prevention Project provides free parent and childcare/preschool staff educational trainings throughout San Diego County. Trainings are designed to increase knowledge of parents and professionals on how to prevent unintentional childhood injuries in young children. Trainings consist of two 90-minute sessions (time includes set up, dinner, presentation, Q & A and clean up) and include topics such as resiliency, independence, respect and cooperation in children. The curriculum is based on evidence-based best practices published by the American Academy of Pediatrics (AAP), University of California San Francisco's *Prevention of Injuries* training curriculum, and works published by SafeKids.org. ***Trainings are totally FREE of cost to parents and child care centers.***

Training Objectives:

- Increase knowledge of preventing unintentional injuries in young children,
- Increase knowledge to employ simple and effective practices to safeguard young children from injuries,
- Inform and equip parents and childcare sites with relevant, local resources to improve environmental safety.

PROJECT OVERVIEW

It has been well-documented that unintentional injuries account for the most injuries and deaths among children ages 0-5 years; a goal has been set to provide parents & childcare staff with meaningful opportunities to:

- Be brought up to date with the most current injury-prevention information and skills
- Learn about the most common injuries and how to best prevent them
- Gain greater understanding of their child's developmental abilities and related injury-risks
- Learn effective strategies to reduce injuries through increased knowledge and access to prevention tools
- Give parents and childcare staff workers an opportunity to speak with an injury expert

PROGRAM RESPONSIBILITIES

ORIENTATION MEETING

Site directors from all participating after early childcare education sites will take part in a brief orientation meeting with a Children's Initiative staff member who will review and discuss details of the parent and staff trainings and their site's role in hosting the training. This meeting will take place at a convenient time at the childcare or preschool location.

Site Supervisors are responsible for:

- Communication with childcare personnel and location logistics (i.e. designated space for training)
- Promotion of training (i.e. encourage attendance and distribute flyers to parents of children enrolled in the childcare or preschool)
- Inform and designate specific staff to attend staff training ("train the trainer").
- Identify specific staff who will provide child care (compensation will be provided by the Children's Initiative) during the parent trainings.
- Gather attendee RSVP's – give best estimate of the number of attendees to The Children's Initiative's staff.
- Communication with The Children's Initiative (i.e. # of RSVP's, children and staff)

STAFFING TO BE PROVIDED FOR TRAININGS

Every participating program will identify two of their staff persons to care for the children during the parent trainings (the number of staff will be dependent on the number of children whose parent's participate in the training); these staff will be compensated $60 by The Children's Initiative for the duration of the training. Childcare will only be provided for children enrolled by the site.

** Supervision Disclaimer: Each site is responsible for setting supervision guidelines that support their organizations' policies & procedures.*

STAFF TRAININGS

Trainings will be located onsite and will begin after children have been picked up for the day. Staff will be provided with incentives and dinner. Each training is approximately **45 minutes** (which includes set up, dinner, presentation, Q & A and clean up). Trainings are completely **free of cost to parents and childcare sites.**

Please indicate your preferred dates & times:

Requested staff training time _____
Requested staff training date _____

Trainings can be offered in both English and Spanish; trainings will be held separately in each respective language.
Please choose requested language: ___English ___Spanish

PARENT TRAININGS

Trainings will be located at a designated area onsite and dinner service will begin 15 minutes before the training start time, an educational presentation to follow after. Each training is approximately **1.5 hours** (which includes set up, dinner, presentation, Q & A and clean up). Trainings are completely **free of cost to parents and childcare sites.**

Please indicate your preferred dates & times:

Requested parent training time 8:15AM & 12:30PM
Requested parent training date 8/15, 8/24 & 8/25 2016

Trainings can be offered in both English and Spanish; trainings will be held separately in each respective language.
Please choose requested language: X English X Spanish

DINNER & REFRESHMENTS: Dinner (i.e. Pat & Oscars, Rubio's, Pizza) and refreshments will be available at every training for all participating parents, their children and the staff caring for the children. Dinner will also be provided for staff participating in the staff train-the-trainer trainings.

CANCELLATIONS

If a site must reschedule a confirmed training, it is the responsibility of the site supervisor to give a **minimum of 72 hours** advance notice to a representative from the Children's Initiative.

The Children's Initiative

FOR ADDITIONAL INFORMATION / QUESTIONS, PLEASE CONTACT:

Roxanna Barajas-Arenas
Parent/Community Educator
The Childhood Injury Prevention Program
858.581.5885
Rbarajas-arenas@theci.org

The Children's Initiative

The Childhood Injury Prevention Program
ECE Site Agreement 2016-17

SAVE THIS COPY FOR CI CIPP STAFF

CONTACT INFORMATION

Site / Organization: San Ysidro School District Preschool & Child Development Programs
Contact Name: Lorena Varela-Reed Director of Child Development
Claudia Uribe Children & Families Project Facilitator

Contact Email: lvreed@sysd.k12.ca.us **Emergency Contact Phone #:** 619-428-2352
Contact Email: claudiau@sysd.k12.ca.us **Emergency Contact Phone #:** 619-890-8227

I have reviewed and agree to the terms above (please initial): LR
CU

Date 8/3/2016

PROGRAM LOGISTICS

Staff Training Start Time:_____

Staff training date:
_____ 1st Training
_____ 2nd Training (if needed)

Requested language: ___English ___Spanish

Parent Training Start Time: 8:15AM & 12:15PM

Requested training date:
8/18/2916 1st Training
8/24/2016 & 8/25/2016 2nd Training (if needed)

Requested language: _X_English _X_Spanish

THE CHILDHOOD INJURY PREVENTION PROJECT 2016-17

Agreement between The Children's Initiative (Sponsor) and
San Ysidro School District (District)

Both the Sponsor and the District (Parties) agree to the following:

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

- INSURANCE:
  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.

THE CHILDREN'S INITIATIVE	SAN YSIDRO SCHOOL DISTRICT
Firm Name	Firm Name
Signature of Authorized Agent	Signature
	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

BACKGROUND INFORMATION:
The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 529742) "Triple P" Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2016-17.

RECOMMENDATION:
Approve the Memorandum of Understanding with the Jewish Family Service to provide the "Triple P" Positive Parenting Program to children and families of the District during school year 2016-17 at no cost to the District.

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2016-17 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

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between JEWISH FAMILY SERVICE [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between JEWISH FAMILY SERVICE and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 529742] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

JEWISH FAMILY SERVICE will:

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
    - three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- JFS will provide incentives and program materials to participants.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

SAN YSIDRO SCHOOL DISTRICT will:

- SAN YSIDRO SCHOOL DISTRICT school sites will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT school sites that choose to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than $15 per hour (not to exceed a total of $250 per person) to provide supervision during child activity groups.
    - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
    - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both JEWISH FAMILY SERVICE Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. No religious or faith based information will be disseminated or promoted through the programs and services offered under this Agreement.

The term of this agreement is August 24, 2016 to June 30, 2017.

JEWISH FAMILY SERVICE

Signed:_____

Name: Joel Craddock, M.S., Ed.

Title: Divisional Director

Date:_____

For further information, please contact:
Lea Bush (858) 637-3378
8804 Balboa Avenue
San Diego, CA 92123

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Name: J. Arturo Sanchez Macias

Title: Deputy Superintendent

Date:_____

District Contact:
Lorena Varela-Reed, Director of Child Development
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 / (619) 428-2352

Board Approved: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA FOR THE EXPANDED FOOD & NUTRITION EDUCATION PROGRAM

BACKGROUND INFORMATION:
The Expanded Food and Nutrition Program (EFNEP) provided nutrition education to limited resources families with children since 1969. It is a unique collaboration with the U.S. Department of Agriculture, University of California Cooperative Extension and the County of San Diego at no cost to the District.

EFNEP will provide six to eight research-based parent workshops on the benefits of learning about food and nutrition in a supportive and fun environment. Parents will learn the following: ♦Healthy portion sizes ♦My Pryramid/MyPlate key messages ♦How to use the Nutrition Facts Label ♦How to plan family meals, create a grocery list, and compare brands when purchasing food ♦How to feed young children ♦Strategies for keeping food safe. Some sessions include cooking demonstrations and tasting, and most will include physical activitiy. Participation in EFNEP will also provide benefits such as improved self-confidence, motivation to make healthy lifestyle changes, and increased self-sufficiency.

The Preschool & Child Development Programs' Children & Families Facilitator will coordinate the dates and locations for the EFNEP Program. Childcare will be provided by preschool staff.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

University of California
Division of Agriculture and Natural Resources
Cooperative Extension

The Regents of the University of California, on behalf of its Cooperative Extension for San Diego County and the UCCE San Diego Expanded Food Nutrition Education Program, is hereby authorized during the period from August 23, 2016 to June 30, 2017 to use the following described facilities in the San Ysidro School District for the purpose of No Cost Education Workshops:

▪Preschool & Child Development Center (CDC) ▪Sunset Preschool ▪Ocean View Hills Preschool

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold the San Ysidro School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents or employees.

THE SAN YSIDRO SCHOOL DISTRICT shall defend, indemnify and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of San Ysidro School District, its officers, agents or employees.

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 of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Contact Persons:
Shirley Salado, EFNEP Program Manager, scsalado@ucanr.edu, Direct: (858) 822-7724
Lorena Varela-Reed, Coordinator of Preschool & Child Development Programs, lvreed@sysd.k12.ca.us (619) 428-2352

UNIVERSITY OF CALIFORNIA	**SAN YSIDRO SCHOOL DISTRICT**
Regents of University of California Division of Agriculture & Natural Resources Cooperative Extension - San Diego County Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH ASSISTANCE LEAGUE OF GREATER SAN DIEGO

BACKGROUND INFORMATION:
The Operation School Bell Program designed by the Assistance League of Greater San Diego will provide, at no cost to the District, new uniform style school clothing, shoes, books, school supply kits, and hygiene kits to students in K-6 grade who are referred by the schools in the San Ysidro School District. The Student and Family Service Manager is the coordinator for our District.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

assistance league®
Greater San Diego
50 YEARS OF COMMUNITY SERVICE

1. This agreement is entered into by Assistance League® of Greater San Diego, hereafter referred to as ALGSD, located at 108 University Avenue, San Diego, CA 92103, and San Ysidro School District, located at 4350 Otay Mesa Road, CA 92154, hereafter referred to as district.

2. Operation School Bell® is a philanthropic program designed by ALGSD to provide new uniform style school clothing, shoes, books, school supply kits, and hygiene kits to students in need (grades K-6), who are referred by the schools in San Ysidro School District.

3. Obligations of Assistance League

   A. ALGSD shall furnish the above named programs to students in the San Ysidro School District who are in grades K-6. Service will be provided to the school/district as needed until designated program funds are exhausted.

   B. ALGSD shall assume all financial obligations relative to the provision or purchase of the items described in 3A. No funds shall be provided to the district.

   C. Financial contributions to this program by ALGSD shall be made only as stipulated in the terms of this agreement.

   D. ALGSD shall maintain liability insurance coverage for this program. ALGSD shall defend, indemnify and hold the San Ysidro School District harmless against all claims and damages that are the fault of ALGSD.

   E. ALGSD shall evaluate the program every two years and ask for input from the school/district. This will include both quantitative and qualitative feedback.

4. Obligations of the school/district

   A. Maintain liability insurance coverage for this program. San Ysidro School District shall defend, indemnify and hold ALGSD harmless against all claims and damages that are the fault of the San Ysidro School District or any of it's schools or employees.

   B. Have school principal appoint a contact person to interface with ALGSD.

   C. School personnel shall screen prospective recipients or participants. All participants must be in the free/ reduced lunch program.

   D. The school shall make arrangements to transport students to the Operation School Bell® facility (or store) for outfitting. If the school arranges for fittings to be done on the school premises, it shall provide a room where the child can try on the clothing to assure proper fit and confidentiality and the school shall provide personnel for security and supervision.

108 University Avenue, San Diego, California 92103 (619) 298-7050 Fax (619) 298-9501
algsd1@gmail.com www.assistanceleaguegreatersandiego.org

5. Public relations

   A. ALGSD and San Ysidro School District shall have prominent identification with the program.

   B. ALGSD shall reserve the right to review and approve all publicity releases, brochures and other written material relative to the program, all of which shall mention ALGSD and San Ysidro School District.

   C. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to **Consent Regarding Photographs**. Attached)

6. Renewal and termination

   This agreement shall be renewed every three years.

   It is the intention of ALGSD to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving thirty, (30) days' written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

7. Signatures and dates:

_____ Date: _____

ALGSD President, Beverly Clay-Mac Namara

_____ Date: _____

ALGSD Recording Secretary, Martha Beckman

_____ Date: _____

ALGSD Philanthropic Chair, Karen Degischer

_____ Title :_____

San Ysidro School District Official Signature

_____ Date:_____

Printed Name

CONSENT REGARDING PHOTOGRAPHS

The release of a photograph into a publication requires the chapter to give careful consideration to the privacy rights of the individual in the photograph and to the obligations of the chapter. In accordance with National Policies for Chapters, a donor privacy policy that protects the rights of the individual appearing in the photograph as well as outlining the obligations of the chapter shall be in place.

Before a photograph of a nonmember is released or reproduced, permission from the individual appearing in the photograph is needed. In the case of a minor, the permission of the parent/guardian is required, even if the minor is the child of a chapter member.

In order to simplify this information, the word "photograph" shall refer to all types of reproduction of a person's likeness, including still and motion pictures, slides, webcasts, DVD and tape recordings (audio and visual).

Standard Consent Form – English

I give Assistance League® permission to publish in print, electronic or visual format the likeness or image of _____. I waive any rights of compensation or copyright ownership thereto.

Name of Participant: (please print) _____

Signature: _____

Name of Parent/Guardian (please print) _____
(if applicable)

Parent/Guardian Signature: _____
(if applicable)

Date: _____

Standard Consent Form – Spanish
(Forma Estándar Del Consentimiento De la Muestra)

Doy el permiso que Assistance League® de publicar en la impresión, electrónico, o formato visual la semejanza o la imagen de _____. Renuncio la cualquier derecha de la propiedad de la remuneración o del derecho de producción.

Nombre del participante (imprima por favor): _____

Firma: _____

Nombre del Padre/Guarda (imprima por favor): _____
(si es aplicable)

Firma del Padre/Guarda: _____
(si es aplicable)

Fecha: _____

* * *

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Nutrition Services
Pamela Lambert, Director

AGENDA ITEM: AGREEMENT WITH PROFESSIONAL GRAPHIC DESIGNER

BACKGROUND INFORMATION:
The Nutrition Services Department recognizes the importance of promoting our program to raise awareness and overcome common misperceptions about who the program is for, how it operates, and how accessible it is. The design of a new logo will symbolize our identity and mission to prepare and provide fresh, healthy and locally sourced foods to all students of San Ysidro School District.

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

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$360.00	Nutrition Services	13-00 5310-000 0000 3700 5600-005 085
(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 24th day of August, 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Lizbeth Rocha Company/Consultant	(760) 455-5019 Telephone Number
3319 Herman Ave., Apt. #8, San Diego, CA 92104 Address	lizbethrochaz@gmail.com Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: August 24, 2016 To: June 30, 2017

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 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 **$2,000,000** 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 **$4,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance 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

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

(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:	**Lizbeth Rocha**
Name:	Lizbeth Rocha
Title:	Graphic Designer
Address:	3319 Herman Ave., Apt. #8
City/State/Zip code:	San Diego, CA 92104
Telephone:	(760) 455-5019
Email:	lizbethrochaz@gmail.com

DISTRICT:	**San Ysidro School District**	
Name:	J. Arturo Sanchez Macias	Pamela Lambert
Title:	Deputy Superintendent	Director of Nutrition Services
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3018
Email:	arturo.macias@sysd.k12.ca.us	Pamela.lambert@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**
Lizbeth Rocha Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Lizbeth Rocha, Graphic Designer Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
(760) 455-5019 Phone Number	Board Approved

EXHIBIT A

The Nutrition Services Department is seeking the services of a Graphic Designer to design a new logo to represent the name "Harvest Cocina" which will characterize the food service operation at San Ysidro School District.

GRAPHIC DESIGNER – SCOPE OF SERVICES

The graphic design project will take from 10-12 hours total.

Hourly rate is $30 per hour. Estimated total $360.00

The services are broken down into three "Rounds":

- Round 1: Designer gives several logo options to choose from.
- Round 2: Designer works on editing and/or including suggested changes.*
- Round 3: Designer provides the final work in color and black/white.

*Round 2: If the designs/logos provided are not to the satisfaction of the District's Nutrition Services Department, the designer will create more logos at an hourly rate of $30 per hour.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO FOOD BANK FOR THE FOOD 4 KIDS PROGRAM

BACKGROUND INFORMATION:
The San Ysidro School District is partnering with the San Diego Food Bank (SDFB) to bring free nutritious food to our students and their families through the Food 4 Kids Program. SDFB will deliver the food to participating school sites once or twice a month. The food will be stored at the school sites and distributed to students who are referred to the Food 4 Kids Program. Parent/guardian consent is required before students are able to participate. This is a great collaborative effort and a great support to students and their families in need.

The Food 4 Kids Program has approved to have these services at Smythe Elementary School and is reviewing applications for La Mirada, Ocean View Hills, Vista Del Mar, and San Ysidro Middle Schools. Sunset and Willow Schools are already participating in a similar program through Feeding America San Diego. The District is working diligently to have Food 4 Kids Program at all schools.

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

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

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

food 4 kids

Food 4 Kids Memorandum of Understanding

Name of School SMYTHE ELEMENTARY

Address of School 1880 SMYTHE AVE., SAN YSIDRO, CA 92173

As a participant in the Food 4 Kids Backpack program, your school agrees to perform the following:

- Store food and backpacks off the floor in a secure location (e.g. tables, shelves, etc.)
- Identify students at your school who demonstrate food insecurity to participate in the Food 4 Kids Backpack Program.
- Staff members who have identified a student as "food insecure" will need to submit a referral form for each student.
- Students referred to participate in the Food 4 Kids Backpack Program will need parent or guardian consent/approval before beginning the program.
- Use both school records and the Food 4 Kids parent/guardian approval form to identify food allergies the student may have (peanuts, milk, etc.). Once the students' food allergies have been identified, the Food 4 Kids School Coordinator will flag their name and remove the corresponding products out of their backpack each week.
- Keep an ongoing "Food Distribution Record" to track number of bags distributed per week and track reoccurring missed pick ups per student.
- If signs of program neglect are demonstrated by a student, that student will be replaced with a new student.
- Give each qualified student a new backpack before they begin the program. Notify the San Diego Food Bank when a new student begins the program. A new backpack will be sent in the next food delivery.
- Distribute Food 4 Kids backpacks each Friday before students take off for the weekend or holiday break.
- Complete the Food 4 Kids Monthly Report and turn in by the 5th of each month. If the 5th falls on a holiday, reports must be submitted the following school working day or sooner. A friendly e-mail reminder will be sent to all schools to submit reports.
- Complete the Food 4 Kids Monthly Report and turn in by the 5th of each month. If the 5th falls on a holiday, reports must be submitted the following school working day or sooner. Monthly reports **not submitted** by the due date will postpone the next scheduled delivery.
- Cancel or reduce any unnecessary deliveries at least 2 days prior to delivery date. If the school has enough food leftover from a previous week or you need to reduce the order, an e-mail notification will be sent to the Food 4 Kids Supervisor.
- Keep the stock rotated using the oldest items first – first in, first out.

- Recruit volunteers or other teachers/staff to distribute the backpacks each Friday.
- If your school closes or chooses to discontinue participating with the Food Bank you will be required to return the storage cabinet (if you received one).

We understand we will receive food and backpacks from the San Diego Food Bank at no cost to the school to help you provide food to food-insecure children. We understand the food we receive for the Food 4 Kids program can only be used for that purpose.

We understand the food and backpacks cannot be sold, used for other school programs, used for fundraisers, given to staff, or used for any other purpose other than to provide food to food insecure children.

As the facilitator of the "Food 4 Kids" program, the San Diego Food Bank agrees to the following:

- Provide the Food 4 Kids School Coordinator with the necessary forms to help identify food insecure children, make referrals and keep accurate records.
- Provide your school with kid friendly nutritious food bags each month.
- Provide e-mail reminders to submit monthly reports.
- Provide e-mail reminders of next scheduled delivery.
- Deliver food sacks to your school one to two times per month.
- Provide your school with a storage cabinet for the food bags and backpacks (if needed only).
- Visit your school at least once a year to review proper reporting and distribution.
- Discuss ideas/suggestions pertaining to the improvement and/or overall effectiveness of the program.
- Provide off site support for the program and provide monitoring of the program

  Any neglect, violation or abuse of the program may result in the following:
  1. Written warning - with visit from Food Bank Coordinator
  2. Probation period - 60 to 90 days
  3. Inactivate - unable to participate in remainder of program for that school calendar year
  4. Terminate - no longer eligible to participate in Food 4 Kids

Signature of School Principal	8-2-16 Date
Laura Fuglie Food 4 Kids School Coordinator	8-2-16 Date
Daniela Solano SDFB Programs Representative	9.29.15 Date

San Diego Food Bank

FOOD 4 KIDS APPLICATION FORM

✓ **Yes, we would like to apply as a new school to participate in Food 4 Kids to receive food and backpacks to distribute to the chronically hungry students.**

____ Yes, our school participated last year and we are interested in participating in Food 4 Kids for the school year of 20____ - 20____.

____ No, we wish to no longer participate.

Name of School: Smythe Elementary		
Mailing Address: 1880 Smythe Ave.		
City: San Ysidro	State: CA	Zip: 92173
Principal Name: Joel Tapia	County: San Diego	
Principal's E-Mail Address: joel.tapia@sysd.k12.ca.us		
Street Address (physical location): SAME		
City:	State:	Zip:
Phone Number: (619) 428-4447	Fax Number: (619) 428-0041	
Food 4 Kids School Coordinator: (not necessary for first time applicants to fill out until approved)		
School Coordinator's E-Mail Address: Laura English laurae@sysd.k12.ca.us		
What is your average enrollment? 677		
How many kids would you consider to be chronically hungry? 250		
What percentage of your students are on the Free/Reduced Price Lunch Program? 100%		
I CERTIFY THAT THIS INFORMATION IS TRUE AND COMPLETE Signature of Principal:	Date: 8-2-16	

Return Application to: San Diego Food Bank 9850 Distribution Ave. San Diego, Ca 92121
Or FAX (858) 527-1457

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: AGREEMENT WITH FEEDING AMERICA SAN DIEGO

BACKGROUND INFORMATION:
The San Ysidro School District is partnering with the Feeding America San Diego to bring free nutritious food to our students and their families through the School Pantry Program. Feeding America San Diego will deliver the food to participating school sites. The food will be stored at the school sites and distributed to families on a bi-weekly basis. This is a great collaborative effort and a great support to students and their families in need.

Feeding America San Diego has approved to have these services at Sunset and Willow Schools for the term of August 1, 2016 to July 20, 2017. The District is working diligently to have these types of programs at all schools.

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

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

Financial Implications? ☐ Yes ☒ No

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

Requisition #

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

FEEDING AMERICA
San Diego

SCHOOL PANTRY PROGRAM PARTNERSHIP AGREEMENT
2016-2017

FEEDING AMERICA SAN DIEGO AGREES TO:

1. Identify and procure staple food items, produce, and supplies necessary for the operation of the School Pantry Program.
2. Provide or coordinate training opportunities for pantry coordinators staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
3. Schedule an Annual School Partner meeting to facilitate communication and information sharing between FASD and school partners.
4. Provide a primary contact for the School Pantry Program from FASD staff to provide oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
5. Provide CalFresh outreach and nutrition education and/or cooking demonstrations when available.
6. Ensure that program partner meets national and local School Pantry Program objectives and compliancy standards through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
7. Delivery monthly communication to all school partners relaying updates and network opportunities.

THE UNDERSIGNED PRINCIPAL OF Sunset School (NAME OF SCHOOL)—HEREINAFTER REFERRED TO AS "SCHOOL PARTNER"—AGREES TO ABIDE BY THE FOLLOWING FEEDING AMERICA SAN DIEGO POLICIES:

1. Ensure that the site complies with all applicable federal and local statutes, ordinances, and regulations.
2. Abide by all Feeding America and Feeding America San Diego compliancy standards regarding program administration and food safety.
3. Operate the School Pantry Program throughout the duration of the program year, which runs from August 1, 2016 to July 20, 2017.
4. Provide a primary and a secondary school coordinator, at least one of which who will be present at every distribution, who will serve as contacts for any issues related to the pantry.
5. Recruit and train 8-10 volunteers to support the operations of the program.
6. Host a bi-weekly distribution of groceries open to all families in the school using the "client choice" distribution model. The distribution dates and times will remain consistent during the course of the program year.

7. Distribute FASD product regardless of race, ethnicity, religion, gender, politics, or sexual orientation.

8. Submit monthly reports *(using link provided by FASD)* no later than the 5th of the month following the distribution (For example: The report for all distributions in April would be due no later than May 5th.)

9. Allow FASD staff to conduct, at a minimum, one annual monitoring visit to ensure proper food storage and handling in the pantry area.

10. Not allow FASD items to reenter commercial channels, which would include selling, transferring, or bartering items in exchange for money, property, or services. In addition, the food cannot be used for other school programs or given to staff or non-participating students.

11. Attend relevant trainings and meetings provided by FASD on an as needed basis, including the mandatory Annual School Partner Meeting.

12. Safely handle and store pantry food items in accordance to the "Quick Food Safety Guidelines" *(to be provided by FASD)*.

13. Make available to clients any nutrition education information that FASD provides.

14. Make available to clients FASD-supplied information about other food assistance programs, such as, CalFresh (formerly known as food stamps), and other emergency food pantries. In addition, the school partner will coordinate with FASD to host CalFresh workshops at the pantry site.

15. Post and/or distribute branding materials of FASD and school pantry. This can include, but is not limited to, any of the following: wall signage, brochures and reference info, branded bags, photo releases on pre-scheduled days, and permission to announce partnership in all mediums.

16. Receive product from FASD only in the quantity necessary for the program, as determined by FASD through numbers reported.

17. Not distribute food to any other agency or entity.

18. Respond, in a timely manner, to any requests by FASD for client stories, photos, or other requests for marketing purposes.

19. Abide by all FASD guidelines for pallet and RPC stacking and pick-up (*to be provided by FASD*).

20. Notify FASD immediately of any changes in staff or administration which could affect the operation of the School Pantry.

21. Ensure that all staff and volunteers coming into direct and regular* contact with children through the program are processed and cleared through a yearly background check. Proof of all background checks must be documented and will be verified by FASD staff during the monitoring visit.

*Regular contact is defined as three or more occurrences. Therefore, all volunteers who serve—or intend to serve—three or more times during one academic year must be background checked.

I have read, reviewed, understand, and agree to abide by all of the above terms. I understand that violation of any of the policies or conditions of this agreement may result in the loss of the program privileges. I understand that this agreement is voluntary and that either party may terminate the agreement by notifying the other party in writing not less than 30 days prior to the desired date.

School Principal Signature	8-3-16 Date
School Coordinator Signature	08/03/2016 Date
Programs Manager Signature	08/03/2016 Date

FEEDING AMERICA
San Diego

SCHOOL PANTRY PROGRAM PARTNERSHIP AGREEMENT 2016-2017

FEEDING AMERICA SAN DIEGO AGREES TO:

1. Identify and procure staple food items, produce, and supplies necessary for the operation of the School Pantry Program.
2. Provide or coordinate training opportunities for pantry coordinators staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
3. Schedule an Annual School Partner meeting to facilitate communication and information sharing between FASD and school partners.
4. Provide a primary contact for the School Pantry Program from FASD staff to provide oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
5. Provide CalFresh outreach and nutrition education and/or cooking demonstrations when available.
6. Ensure that program partner meets national and local School Pantry Program objectives and compliancy standards through annual monitoring inspections and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven business days.
7. Delivery monthly communication to all school partners relaying updates and network opportunities.

THE UNDERSIGNED PRINCIPAL OF Willow School (NAME OF SCHOOL)—HEREINAFTER REFERRED TO AS "SCHOOL PARTNER"—AGREES TO ABIDE BY THE FOLLOWING FEEDING AMERICA SAN DIEGO POLICIES:

1. Ensure that the site complies with all applicable federal and local statutes, ordinances, and regulations.
2. Abide by all Feeding America and Feeding America San Diego compliancy standards regarding program administration and food safety.
3. Operate the School Pantry Program throughout the duration of the program year, which runs from August 1, 2016 to July 20, 2017.
4. Provide a primary and a secondary school coordinator, at least one of which who will be present at every distribution, who will serve as contacts for any issues related to the pantry.
5. Recruit and train 8-10 volunteers to support the operations of the program.
6. Host a bi-weekly distribution of groceries open to all families in the school using the "client choice" distribution model. The distribution dates and times will remain consistent during the course of the program year.

FEEDING AMERICA San Diego
/aples St. Suite 135 San Diego, CA 92121 · (858) 452-3663 · (858) 768-7438 (fax) · www.feedingamericasd.org

7. Distribute FASD product regardless of race, ethnicity, religion, gender, politics, or sexual orientation.

8. Submit monthly reports *(using link provided by FASD)* no later than the 5th of the month following the distribution (For example: The report for all distributions in April would be due no later than May 5th.)

9. Allow FASD staff to conduct, at a minimum, one annual monitoring visit to ensure proper food storage and handling in the pantry area.

10. Not allow FASD items to reenter commercial channels, which would include selling, transferring, or bartering items in exchange for money, property, or services. In addition, the food cannot be used for other school programs or given to staff or non-participating students.

11. Attend relevant trainings and meetings provided by FASD on an as needed basis, including the mandatory Annual School Partner Meeting.

12. Safely handle and store pantry food items in accordance to the "Quick Food Safety Guidelines" *(to be provided by FASD).*

13. Make available to clients any nutrition education information that FASD provides.

14. Make available to clients FASD-supplied information about other food assistance programs, such as, CalFresh (formerly known as food stamps), and other emergency food pantries. In addition, the school partner will coordinate with FASD to host CalFresh workshops at the pantry site.

15. Post and/or distribute branding materials of FASD and school pantry. This can include, but is not limited to, any of the following: wall signage, brochures and reference info, branded bags, photo releases on pre-scheduled days, and permission to announce partnership in all mediums.

16. Receive product from FASD only in the quantity necessary for the program, as determined by FASD through numbers reported.

17. Not distribute food to any other agency or entity.

18. Respond, in a timely manner, to any requests by FASD for client stories, photos, or other requests for marketing purposes.

19. Abide by all FASD guidelines for pallet and RPC stacking and pick-up (*to be provided by FASD*).

20. Notify FASD immediately of any changes in staff or administration which could affect the operation of the School Pantry.

21. Ensure that all staff and volunteers coming into direct and regular* contact with children through the program are processed and cleared through a yearly background check. Proof of all background checks must be documented and will be verified by FASD staff during the monitoring visit.

*Regular contact is defined as three or more occurrences. Therefore, all volunteers who serve—or intend to serve—three or more times during one academic year must be background checked.

FEEDING AMERICA San Diego
Naples St. Suite 135 San Diego, CA 92121 · (858) 452-3663 · (858) 768-7438 (fax) · www.feedingamericasd.org

I have read, reviewed, understand, and agree to abide by all of the above terms. I understand that violation of any of the policies or conditions of this agreement may result in the loss of the program privileges. I understand that this agreement is voluntary and that either party may terminate the agreement by notifying the other party in writing not less than 30 days prior to the desired date.

School Principal Signature	Date
School Coordinator Signature	Date
Programs Manager Signature	Date

FEEDING AMERICA San Diego
/aples St. Suite 135 San Diego, CA 92121 · (858) 452-3663 · (858) 768-7438 (fax) · www.feedingamericasd.org

SAN YSIDRO SCHOOL DISTRICT

GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: MEMBERSHIP RENEWAL FOR THE SUPERINTENDENT FOR SCHOOL YEAR 2016-2017

BACKGROUND INFORMATION:
The Otay Mesa Chamber of Commerce is an active organization that promotes businesses. Membership to the Chamber includes networking opportunities, business referrals, information on important events and activities as well as promoting the District.

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

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$125.00	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

OTAY MESA
·CHAMBER OF COMMERCE·

9163 Siempre Viva Road, Suite I-2
San Diego, CA 92154
Telephone: 619/661-6111 Fax: 619/661-6178

INVOICE

7/7/2016

Attention: Julio Fonseca Ed.D.
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173

For: Otay Mesa Chamber of Commerce
ANNUAL MEMBERSHIP
Period
AUGUST 2016 - AUGUST 2017

Membership Dues: $125

For credit card payments, please complete the following form and fax to (619) 661-6178:

VISA_____ Master Card_____ American Express_____

Card No._____Exp Date:_____

Billing Zip Code:_____ Security Code:_____Name on Card:_____

Due Upon Receipt

Please send payment upon receipt to:
Otay Mesa Chamber of Commerce
9163 Siempre Viva Road, Suite I-2
San Diego, CA 92154

PLEASE INCLUDE A COPY OF THIS INVOICE WHEN YOU SUBMIT PAYMENT.

Tax I.D. Number: 330-278802

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: AGREEMENT WITH LORRAINE JOHNSON, PH.D., L.C.S.W.

BACKGROUND INFORMATION:
Dr. Lorraine Johnson will provide mental health services for eligible students under the Educationally Related Mental Health Services funded program. Dr. Johnson will provide individual and group counseling (per students' IEPs), crisis intervention, case management, case consultation & collaboration with IEP team and District staff. In addition, Dr. Johnson will maintain timely billing and statistical reporting for both agency and District need, collaboration and communication with school staff and outside providers (as permitted by HIPPA and State confidentiality laws), and travel to school site or school placement for purposes of providing services.

Cost implication will be $61.00 per hour x 13 weeks = $7,930.00.

RECOMMENDATION:
Approve the agreement with Lorraine R. Johnson, Ph.D., L.C.S.W. for school year 2016-17 at a not to exceed cost of $7,930.00 from the Educationally Related Mental Health Services (ERMHS) fund.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition #

$7,930.00	Educationally Related Mental Health Services	
(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., Superinendent
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 24th day of August 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Lorraine R. Johnson, Ph.D., L.C.S.W.
Company/Consultant

Telephone Number

2415 Kathleen Pl., San Diego, CA 92105
Address

rxdrj4u@cox.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: August 24, 2016 To: June 30, 2017

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 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 subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

(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:	
Name:	Lorraine R. Johnson, Ph.D., L.C.S.W.
Title:	Consultant
Address:	2415 Kathleen PL
City/State/Zip code:	San Diego, CA 92105
Telephone:	
Email:	rxdrj4u@cox.net

DISTRICT:	**San Ysidro School District**	
Name:	J. Arturo Sanchez Macias	Danielle Clark
Title:	Deputy Superintendent	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3032
Email:	arturo.macias@sysd.k12.ca.us	

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

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

CONSULTANT	**DISTRICT**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Lorraine R. Johnson, Ph.D., L.C.S.W.	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	Print Name, Title
Date:	Date
Phone Number	Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements
(Complete only if pertinent)

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

EXHIBIT A

Consultant will provide mental health services under the Educationally Related Mental Health Services funded program for eligible students. Consultant will be providing individual and group counseling (per students' Individual Educational Plan (IEP)), crisis intervention, case management, case consultation and collaboration with IEP team and District staff, maintain timely billing and statistical reporting for both agency and District need, collaboration and communication with school staff and outside providers (as permitted by HIPPA and State confidentiality laws), and travel to school site or school placement for purposes of providing services.

Estimated Total Cost:

Rate per Hour: $61.00
Number of Hours: 10 hours/week x 13 weeks
Total Estimated Cost: $7,930.00

//

Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Lorraine R. Johnson, Ph.D., L.C.S.W. Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: AGREEMENT WITH MY PT SAN DIEGO

BACKGROUND INFORMATION:
Physical Therapists work to decrease pain and help students return to daily activities. They teach students exercises designed to help them regain strength and range of motion, and also show them and families how to prevent future injuries. This type of service is per student's Individual Educational Plan.

Cost implications are: $5,000.00 (includes evaluation and consultations)

RECOMMENDATION:
Approve the agreement with My PT San Diego to provide physical therapy evaluations and consultations to a special education student per their Individual Educational Plan at a cost not to exceed $5,000.00 from Special Education funds.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$5,000.00	Special Education	
(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 24th day of August 2016, by and between the San Ysidro School District, hereinafter called the "District", and

My PT San Diego Company/Consultant	(619) 701-7489 Telephone Number
8614 Mission San Carlos Dr, Santee, CA 92071-6359 Address	cathy@myptsandiego.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.

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1.2 TERM

Initial Term:

From: August 24, 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.

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4.3 STANDARD OF CARE:
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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 **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance 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)*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

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

Verification of Coverage

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

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

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

(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 directed by District.

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

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

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

CONSULTANT:	**My PT San Diego**
Name:	Cathy Cortney
Title:	Physical Therapist Consultant
Address:	8614 Mission San Carlos Dr
City/State/Zip Code:	Santee, CA 92071-6359
Telephone:	(619) 701-7489
Email:	cathy@myptsandiego.com

DISTRICT:	**San Ysidro School District**	
Name:	J. Arturo Sanchez Macias	Danielle Clark
Title:	Deputy Superintendent	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3032
Email:	arturo.macias@sysd.k12.ca.us	

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

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

CONSULTANT

My PT San Diego
Firm Name

Signature of Authorized Agent

Cathy Cortney
Print Name, Title

Date:

(619) 701-7489
Phone Number

DISTRICT

San Ysidro School District
Firm Name

Signature

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

Date

Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements
(Complete only if pertinent)

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

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

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

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

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

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

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Services include:

- Physical therapy evaluation; and
- Physical Therapy Consultation

Total costs not to exceed $5,000.00.

//

My PT San Diego	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title

//

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: AGREEMENT WITH DEANNE BRIXEY MONTE FOR SCHOOL PSYCHOLOGIST CONSULTING SERVICES

BACKGROUND INFORMATION:
School Psychologist Consultant will be administering psychoeducational assessments, developing behavior interventional plans, managing school based strategies and interventions to address the special education needs of eligible students, measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children, interpreting results of psychological studies, and interpreting and applying state and federal codes.

Cost implication will be: $50.00 per hour x 200 hours = $10,000.00

RECOMMENDATION:
Approve the agreement with Deanne Brixey Monte, MA, MS, NCSP, LEP as a school psychologist consultant for 2016-2017 school year at a cost not to exceed $10,000.00 from special education funds.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$10,000.00	Special Education	
(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 24th day of August 2016, by and between the San Ysidro School District, hereinafter called the "District", and

Deanne Brixey Monte, MA, MA, NCSP, LEP
Company/Consultant

Telephone Number

1245 Torrey Pines Rd, La Jolla, CA 92037
Address

deemonte@me.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: August 24, 2016 To: June 30, 2017

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 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 [illegible] 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 **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance 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)*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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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:	
Name:	Deanne Brixey Monte, MA, MA, NCSP, LEP
Title:	Consultant
Address:	1245 Torrey Pines Rd, La Jolla, CA 92037
City/State/Zip Code:	La Jolla, CA 92037
Telephone:	
Email:	deemonte@me.com

DISTRICT:	**San Ysidro School District**	
Name:	J. Arturo Sanchez Macias	Danielle Clark
Title:	Deputy Superintendent	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3032
Email:	arturo.macias@sysd.k12.ca.us	

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

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

CONSULTANT	**DISTRICT**
	San Ysidro School District
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Deanne Brixey Monte, MA, MA, NCSP, LEP	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	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

Services include:

Administering psychoeducational assessments; developing behavior interventional plans; managing school based strategies and interventions to address the special education needs of eligible students; measuring and interpreting the intellectual, adaptive, academic, social and emotional development of children; interpreting results of psychological studies; and interpreting and applying state and federal codes.

Rate per Hour: $50.00 x 200 hours

Total costs not to exceed $10,000.00

//

Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title

//

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL FOR 2016-2017 SCHOOL YEAR

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

Students who reside in the San Ysidro School District may be recommended to attend Aseltine School, a State certified nonpublic school in San Diego, during 2016-2017 school year. The contract will allow San Ysidro students to attend Aseltine School subject to the approval by the Governing Board for the Individual Service Contract.

The cost implications are $194.28 per diem (all inclusive) x 210 = $40,798.80 x 3 students = $122,396.40

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Aseltine School for 2016-2017 school year at a cost of $122,396.40 from the Special Education funds.

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

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	
$122,396.40 (Amount)	Special Education (Name of funding source and/or location)	0100-6500-000-5750-1180-5800-009-054 (Funding account number)

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

Superintendent's Office Certification:

[signature]

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

ASELTINE SCHOOL

2016-2017
San Diego County Nonpublic Master Contract

Directions:

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

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

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APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2016-2017
Nonpublic
Master Contract

Main Document

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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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San Diego County Nonpublic Master Contract
Main Document

2016-2017

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2016-2017

This Master Contract is made and entered into

this 1st day of July, 202016 between the

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

hereinafter sometimes referred to as the "LEA," and

Aseltine School
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

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

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;

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

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:

Arturo Sanchez Macias, Deputy Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro	CA	92173
City	State	Zip

(619) 428-4476
Phone

(619) 428-6473
Facsimile

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

Notices to the CONTRACTOR shall be addressed to:

Florida May Padilla, Excutive Director
Name/Title

Aseltine School
Nonpublic School

4027 Normal St
Address

San Diego	CA	92103
City	State	Zip

(619) 296-2135
Phone

(619) 296-3013
Facsimile

chancock@aseltine.org
Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

SECTION 5: SIGNATURES

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

This contract is effective on July 1, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

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

LEA Board Approval DATE:_____

ASELTINE SCHOOL
No. 1

2016-2017
Nonpublic
Master Contract

Appendix A: Schools

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2016-2017

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

c. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.33% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 3.2 (a) conflicts with any other provision of this Agreement, this section 3.2 (a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example: Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

g. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

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

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 194.28

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	18.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Heatlh Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Physical Therapy (460)		

Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	included	
Parent Counseling (520)	included	
Social Work Services (525)	included	
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		

College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)	included	
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency b. Transportation-Parent	22.00	per trip
Bus Passes	36.00	pe mo (youth)

NOTES: bus passes $72.00/mo (adult rate) plus $2.00 fee for new/replacement cards

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 16 - 201 17 Contract Year.

Anticipated Student Start Date: July 1, 2016.

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

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

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

_____ _____
Signature Date

Arturo Sanchez Macias, Deputy Superintedent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
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INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 20117, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name _____ Phone Number 619-428-4476

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 330 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 194.28/diem
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** 194.28 **= PROJECTED BASIC EDUCATION COSTS (A)** 40,798.80

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x					18.00/hour
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent		X					22.00/trip
Bus Passes		x					36.00/mo

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 40,798.80

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ 40,798.80

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-	-DISTRICT-
Aseltine School	San Ysidro School District
(Name of Nonpublic School)	(Name of School District)
_____	_____
(Signature) (Date)	(Signature) (Date)
Florida May Padilla, Executive Director	Arturo Sanchez Macias, Deputy Superintendent
(Name and Title)	(Name of Superintendent or Authorized Designee)

ASELTINE SCHOOL
No. 2

2016-2017
Nonpublic
Master Contract

Appendix A: Schools

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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CONTRACT YEAR 2016-2017

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

c. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.33% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 3.2 (a) conflicts with any other provision of this Agreement, this section 3.2 (a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example: Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

g. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

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

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 194.28

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	18.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Heatlh Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Physical Therapy (460)		

Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	included	
Parent Counseling (520)	included	
Social Work Services (525)	included	
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		

College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)	included	
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency b. Transportation-Parent	22.00	per trip
Bus Passes	36.00	pe mo (youth)

NOTES: bus passes $72.00/mo (adult rate) plus $2.00 fee for new/replacement cards

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____ _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 16 - 201 17 Contract Year.

Anticipated Student Start Date: July 1, 2016.

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

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

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

_____ _____
Signature Date

Arturo Sanchez Macias, Deputy Superintedent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

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INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 20117, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name _____ Phone Number 619-428-4476

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 194.28/diem
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** 194.28 **= PROJECTED BASIC EDUCATION COSTS (A)** 40,798.80

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x					18.00/hour
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)		x		1/wk at 30 min	included		included
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent		X					22.00/trip
Bus Passes		x					36.00/mo

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 40,798.80

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ 40,798.80

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-

Aseltine School
(Name of Nonpublic School)

_____ _____
(Signature) (Date)

Florida May Padilla, Executive Director
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

_____ _____
(Signature) (Date)

Arturo Sanchez Macias, Deputy Superintendent
(Name of Superintendent or Authorized Designee)

ASELTINE SCHOOL
No. 3

2016-2017
Nonpublic
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San Diego County Office of Education
Student Services and Programs Division
Special Education Department

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CONTRACT YEAR 2016-2017

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

c. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.33% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 3.2 (a) conflicts with any other provision of this Agreement, this section 3.2 (a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example: Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

g. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aseltine School

The CONTRACTOR CDS NUMBER: 37 68338 6975270

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:16

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

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 194.28

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	18.00	hour
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Heatlh Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Physical Therapy (460)		

Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)	included	
Parent Counseling (520)	included	
Social Work Services (525)	included	
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		

College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)	included	
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency b. Transportation-Parent	22.00	per trip
Bus Passes	36.00	pe mo (youth)

NOTES: bus passes $72.00/mo (adult rate) plus $2.00 fee for new/replacement cards

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Florida May Padilla, Excutive Director
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Aseltine School

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 16 - 201 17 Contract Year.

Anticipated Student Start Date: July 1, 2016.

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

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

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

_____ _____
Signature Date

Arturo Sanchez Macias, Deputy Superintedent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Florida May Padilla, Excutive Director
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 20117, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Aseltine School

LEA Case Manager: Name _____ Phone Number 619-428-4476

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 360 during the regular school year
   240 during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 194.28/diem
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 210 **x Daily Rate** 194.28 **= PROJECTED BASIC EDUCATION COSTS (A)** 40,798.80

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x					18.00/hour
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

San Diego County Nonpublic Master Contract
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2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent		X					22.00/trip
Bus Passes		x					36.00/mo

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 40,798.80

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ 40,798.80

4. Other Provisions/Attachments:

_____

_____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

_____ _____
(Signature) (Date)

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

-CONTRACTOR-

Aseltine School
(Name of Nonpublic School)

_____
(Signature) (Date)

Florida May Padilla, Executive Director
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

_____
(Signature) (Date)

Arturo Sanchez Macias, Deputy Superintendent
(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH CAROLYN KARINEN, CCP-SLP FOR 2016-2017 SCHOOL YEAR

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

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

The cost implications are $75.00 per hour x 40 hours a week. The estimated total is $108,000.00 for school year 2016-17.

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Carolyn Karinen, CCP-SLP for school year 2016-2017 at an estimated cost of $108,000.00 from the Special Education funds.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$108,000.00	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

Carolyn Karinen, CCC-SLP

2016-2017
San Diego County Nonpublic Master Contract

Directions:

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

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

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MAIN DOCUMENT

APPENDIX A: SCHOOLS

APPENDIX B: AGENCIES

APPENDIX C: ROOM AND BOARD

Directions:

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

2016-2017
Nonpublic
Master Contract

Main Document

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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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San Diego County Nonpublic Master Contract
Main Document

2016-2017

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR **2016-2017**

This Master Contract is made and entered into

this 1st day of July, 2016 between the

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

hereinafter sometimes referred to as the "LEA," and

Carolyn Karinen, CCC-SLP
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

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

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;

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

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
J. Arturo Sanchez Macias, Deputy Superintendent Name/Title	Carolyn Karinen, CCC-SLP Name/Title
San Ysidro School District Local Education Agency	Carolyn Karinen, CCC-SLP Nonpublic School
4350 Otay Mesa Road Address	4319 Allen School Lane Address
San Ysidro / CA / 92173 City / State / Zip	Bonita / CA / 91902 City / State / Zip
(619) 428-4476 Phone	(619) 322-4330 Phone
(619) 428-6473 Facsimile	( ) Facsimile
arturo.macias@sysd.k12.ca.us Email Address	carolynkarinen@gmail.com Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

SECTION 5: SIGNATURES

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

This contract is effective on July 1, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE:_____
Authorized Representative Signature

Carolyn Karinen, CCC-SLP
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

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

LEA Board Approval DATE:_____

2016-2017
Nonpublic
Master Contract

Appendix B: Agencies

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

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

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

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR _____

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

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

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Carolyn Karinen, CCC-SLP

The CONTRACTOR NUMBER: 1A-37-177

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

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)	75.00	hour
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP		
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Health Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		

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

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

NOTES:

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

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE: _____
Authorized Representative Signature

Carolyn, Karinen, CCC-SLP
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH STAFF REHAB FOR 2016-2017 SCHOOL YEAR

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

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

The cost implications are $75.00 per hour x 40 hours a week for an estimated total of $108,000.00.

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Staff Rehab for school year 2016-2017 at an estimated cost of $108,000.00 from the Special Education funds.

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

Financial Implications? ☒ Yes ☐ No

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

Requisition # from PeopleSoft:

$108,000.00	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

Staff Rehab

2016-2017
San Diego County
Nonpublic
Master Contract

Directions:

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

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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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Directions:

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

2016-2017
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Main Document

San Diego County Office of Education
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San Diego County Nonpublic Master Contract
Main Document

2016-2017

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2016-2017

This Master Contract is made and entered into

this 1st day of July, 2016 between the

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

hereinafter sometimes referred to as the "LEA," and

Staff Rehab
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2016-2017

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

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

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;

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

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:	Notices to the CONTRACTOR shall be addressed to:
Arturo Sanchez Macias, Deputy Superintendent Name/Title	Sara Palmer, Founder & CEO Name/Title
San Ysidro School District Local Education Agency	Staff Rehab Nonpublic School
4350 Otay Mesa Road Address	5000 Birch Street Suite 3000 West Tower Address
San Ysidro / CA / 92173 City / State / Zip	Newport Beach / CA / 92660 City / State / Zip
(619) 428-4476 x 3004 Phone	(888) 835-0894 Phone
(619) 428-6473 Facsimile	((949) 258-5296 Facsimile
arturo.macias@sysd.k12.ca.us Email Address	spalmer@staffrehab.com Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

SECTION 5: SIGNATURES

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

This contract is effective on July 1, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☐ School ☒ Agency

_____ DATE: 7.19.16
Authorized Representative Signature

Sara Palmer, Founder & CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

2016-2017
Nonpublic
Master Contract

Appendix B: Agencies

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

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

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NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

CONTRACT YEAR 2016-2017

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

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

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

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

1.2 SUPPLIES AND EQUIPMENT

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

1.3 CALENDAR

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

1.4 PARENT VISITS/COMMUNICATION

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

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

1.5 OWNERSHIP

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

1.6 STAFF ABSENCES

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

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

SECTION 2: ATTENDANCE

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

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

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

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

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

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

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

SECTION 4: CONFLICT OF INTEREST

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

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

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

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

SECTION 5: FINANCIAL

5.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Staff Rehab

The CONTRACTOR NUMBER: 1A-30-199

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

RELATED SERVICES	RATE	PERIOD
Intensive Individual Services (340)		
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Language and Speech (415)		
Language and Speech (415) - SLP-A (Credentialed)		
Language and Speech (415) – Speech Therapy Assistant		
Language and Speech (415) – Bilingual SLP	75.00	hour
Language and Speech (415) - Assessment		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Heatlh Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Occupational Therapy (450)		
Occupational Therapy (450) – Certified OT Assistant		

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

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

NOTES:

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

SECTION 6: APPROVALS

CONTRACTOR
Nonpublic Agency

_____ DATE 7.19.16
Authorized Representative Signature

Sara Palmer, Founder & CEO
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEIN EDUCATION CENTER

BACKGROUND INFORMATION:
California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. *EC* Section 56034 defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

Students who reside in the San Ysidro School District may be recommended to attend Sam & Rose Stein Education Center, a State certified nonpublic school in San Diego, during 2016-2017 school year. The contract will allow San Ysidro students to attend Sam & Rose Stein Education Center subject to the approval by the Governing Board for the Individual Service Contract.

Cost implications are: $229.91 per diem (all inclusive) x 222 days = $51,040.02 (for one student)

RECOMMENDATION:
Approve/Ratify the San Diego County Nonpublic Master Contract with Stein Education Center for 2016-2017 school year at a total cost of $51,040.02 from the Special Education funds.

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

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

$51,040.02	Special Education	
(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

2016-2017
San Diego County Nonpublic Master Contract

Directions:

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

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

San Diego County Nonpublic Master Contract
Main Document

2016-2017

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MAIN DOCUMENT

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APPENDIX C: ROOM AND BOARD

Directions:

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

Stein Education Center

2016-2017
Nonpublic
Master Contract

Main Document

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

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

2016-2017

NONPUBLIC
MASTER CONTRACT

CONTRACT YEAR 2016-2017

This Master Contract is made and entered into

this 1st day of July, 2016 between the

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

hereinafter sometimes referred to as the "LEA," and

Stein Education Center
(Nonpublic,)

hereinafter referred to as "CONTRACTOR."

San Diego County Nonpublic Master Contract
Main Document

2016-2017

SECTION 1: AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1.1 MASTER CONTRACT

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

1.2 SUPERSEDES PRIOR CONTRACTS

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

1.3 MODIFICATIONS AND AMENDMENTS

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

1.4 INDIVIDUAL SERVICES AGREEMENT

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

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

1.5 NONPUBLIC CERTIFICATION OR WAIVER

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

1.6 TERM OF MASTER CONTRACT

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

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

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

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

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

1.7 COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS

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

a. Nondiscrimination

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

b. Sexual Harassment Policy

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

c. Corporal Punishment Prohibitions

(l) No public education agency, or nonpublic school or agency serving individuals pursuant to Education Code Section 56365 et seq., may authorize, order, consent to, or pay for any of the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain;
(2) Releasing noxious, toxic or otherwise unpleasant sprays, mists, or substances in proximity to the individual's face;
(3) Any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
(4) Any intervention which is designed to subject, used to subject, or likely to subject the individual to verbal abuse, ridicule or humiliation, or which can be expected to cause excessive emotional trauma;

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

d. Student Discipline

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

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

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

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

1.8 DEFINITIONS

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

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

SECTION 2: ADMINISTRATION OF CONTRACT

2.1 NOTICES

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

Notices mailed to the LEA shall be addressed to:

Arturo Sanchez Macias, Deputy Superintendent
Name/Title

San Ysidro School District
Local Education Agency

4350 Otay Mesa Road
Address

San Ysidro	CA	92173
City	State	Zip

(619) 428-4476 x 3004
Phone

(619) 428-6473
Facsimile

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

Notices to the CONTRACTOR shall be addressed to:

Chayo Chavez, M.S., Director of Education Program
Name/Title

Stein Education Center
Nonpublic School

6145 Decena Drive
Address

San Diego	CA	92120
City	State	Zip

(619) 281-5511 x 211
Phone

(619) 281-0453
Facsimile

cchavez@vistahill
Email Address

2.2 INDEPENDENT CONTRACTOR STATUS

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

2.3 SUBCONTRACT AND ASSIGNMENT

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

2.4 INDEMNIFICATION

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

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

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

2.5 INSURANCE

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

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

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

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

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

2.6 TRANSPORTATION

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

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

2.7 WAIVERS

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

2.8 SUCCESSORS IN INTEREST

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

2.9 SEVERABILITY

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

2.10 CONFLICTS OF INTEREST

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

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

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

2.11 INABILITY TO MEET CONTRACT REQUIREMENTS

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

2.12 DISPUTE RESOLUTION

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

2.13 DUE PROCESS AND COMPLAINT PROCEDURES

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

2.14 VENUE AND GOVERNING LAW

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

2.15 RIGHT TO REPORT MASTER CONTRACT VIOLATIONS

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

2.16 TERMINATION OF MASTER CONTRACT AND/OR INDIVIDUAL SERVICES AGREEMENT

a. Master Contract

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

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

b. Individual Services Agreement

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

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

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

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

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

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

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

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

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

2.18 FREE APPROPRIATE PUBLIC EDUCATION

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

2.19 TRANSITION TO A LRE

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

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

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

2.20 PUPIL PROGRESS

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

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

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

2.21 ASSESSMENTS

a. Individual Student Assessments

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

2.22 CONFIDENTIALITY OF RECORDS

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

2.23 FORWARDING OF EDUCATIONAL RECORDS

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

2.24 DATA REPORTING

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

SECTION 3: PERSONNEL

3.1 VERIFICATION OF CREDENTIALS, LICENSES AND OTHER QUALIFICATIONS

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

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

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

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

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

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

3.2 EMPLOYEE FINGERPRINTS AND TUBERCULOSIS TESTING

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

3.3 QUALIFICATIONS OF INSTRUCTIONAL AIDES AND TEACHER ASSISTANTS

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

3.4 REQUIREMENT TO REPORT

a. Child Abuse or Molestation

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

b. Missing Students

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

c. Student Injury

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

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

SECTION 4: FISCAL

4.1 BILLING AND PAYMENT

a. Invoices

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

b. Late Invoices

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

c. Payment

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

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

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

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

e. Late Payment

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

f. Medi-Cal Reimbursement

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

4.2 RIGHT TO WITHHOLD

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

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

4.3 INSPECTION AND AUDIT

a. Maintenance of Fiscal Records

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

b. Maintenance of Student Records

District of residence is the custodian of the student records.

c. LEA Access to Documents Related to the Master Contact

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

d. Audit Exceptions

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

e. Reasons for Unannounced Visits

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

SECTION 5: SIGNATURES

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

This contract is effective on July 1, 2016 and terminates at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

CONTRACTOR
Nonpublic ☒ School ☐ Agency

_____ DATE:_____
Authorized Representative Signature

Chayo Chavez, M.S., Director of Education Program
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE:_____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE:_____
Authorized Representative Signature

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

LEA Board Approval DATE:_____

2016-2017
Nonpublic
Master Contract

Appendix A: Schools

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

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

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NONPUBLIC MASTER CONTRACT
Appendix A: Schools

CONTRACT YEAR 2016-2017

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

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

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

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within 10 working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.3 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The Contractors educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The NPS offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the NPS, nonsectarian school.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.3 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

Independent study (California *Education Code [EC]* sections 51745(c)) An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

Shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred and eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds 180 billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide designated instruction and services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period.
By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. LEA and CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

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

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within 90 days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. CONTRACTOR will participate in the review of the Nonpublic schools and or agencies via the San Diego County Nonpublic Quality Review process on a four-year cycle. The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

c. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services.

CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation, and building safety.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty or more pupils or more than one classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before; during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a cumulative total of excused and unexcused absences for the year to date. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Excused Absences

The LEA shall be responsible for payment for days that verified pupil excused absence occurs because of the pupil's illness, visits to the doctor or dentist, death in the immediate family, or any other reason set forth in EC section 48205, up to the applicable percentage of the approved instructional days per the individual services agreement for each pupil. The applicable percentage shall be 3.33% of the approved instructional days during the term of this contract. The LEA may agree in writing to pay for additional days of excused absences on a case-by-case basis. LEA is not responsible for payment for a pupil's absences that occur for reasons other than those cited in EC section 48205. To the extent any provision of this section 3.2 (a) conflicts with any other provision of this Agreement, this section 3.2 (a) shall govern.

b. Excused Absences for Transferring Pupils

In the event a pupil transfers from one NPS to another during the term of this contract, that transfer shall not increase the total number of excused absence days to be paid by the LEA. To the extent a transferring pupil's reimbursed excused absences exceed the applicable percentage times the number of approved instructional days at CONTRACTOR's facility as of the effective date of the transfer, CONTRACTOR shall reimburse the LEA for the overpayment within 45 days of the transfer.

Example: Assume pupil Jane Doe attends NPS#1 from day 1 through day 113 and amasses 8 Excused Absences, and Jane Doe attends NPS#2 from day 114 through 200 and amasses 7 Excused Absences. Based on the days of attendance, NPS #1 is only entitled to reimbursement for 3.76 days and therefore, must refund to the LEA any overpayment for excused absences beyond the 3.76 days. NPS#2 is entitled to a maximum of 2.9 days of excused absence reimbursement, and would not be permitted to bill for any amount over 2.9 days of excused absence.

c. Unexcused Absences

If a pupil's absences exceed more than ten unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

CONTRACTOR shall notify the LEA case manager when a pupil has been absent for 10 consecutive school days. Failure by the CONTRACTOR to notify the LEA case manager within 5 days after the 10th consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth day of absence.

d. Change of Pupil's District of Residence

Within 5 days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.3 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

e. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

f. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRATOR's annual calendar. Make up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for Make-up days shall be monthly and shall accompany Contractor's regular monthly invoice. Contractor shall prepare a Register of Daily Attendance for Make-up days during the month showing all students who were in attendance. Total amount billed for Make-up days during the month will be shown as a separate line on Contractor's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to Contractor's invoicing shall apply to the Make-up day invoice.

g. Medication

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter mediation during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stein Education Center

The CONTRACTOR CDS NUMBER: 37-68338-6997969

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:1

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

a. General Program Tuition Rate

1) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: $229.91

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$92.70	daily
Individual and Small Group Instruction (Ages 3-5 only) (350)		
Adapted Physical Education (425)		
Adapted Physical Education Assessment (425)		
Health and Nursing: Specialized Physical Health Care LVN (435)		
Health and Nursing: Specialized Physical Health Care RN (435)		
Health and Nursing: Specialized Physical Health Care CRN (435)		
Health and Nursing: Other Services LVN (436)		
Health and Nursing: Other Services RN (436)		
Health and Nursing: Other Services CRN (436)		
Health and Nursing: Other Services Heatlh Aide/CNA (436)		
Assistive Technology Services (445)		
Assistive Technology Services Assessment (445)		
Physical Therapy (460)		

Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		

College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency b. Transportation-Parent	15.95	hour
Bus Passes	18.00	

NOTES: emergency transportation: each additional aide $15.95/hour

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

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic School

_____ DATE: _____
Authorized Representative Signature

Chayo Chavez, M.S., Director of Education Program
(Type) Name and Title

APPROVED AS TO FORM:

SELPA DIRECTOR

_____ DATE: _____
Authorized Representative Signature

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

LEA
Local Educational Agency

_____ DATE: _____
Authorized Representative Signature

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

LEA Board Approval DATE: _____

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2016-2017

INTERIM WRITTEN APPROVAL

For Provision of Special Education/Related Services and Payment

Pursuant to Section 1.1 of the Master Contract (Main Document),

the Local Education Agency (LEA) San Ysidro School District

provides to the CONTRACTOR Stein Education Center

interim written approval for CONTRACTOR to provide the agreed upon Special Education and/or Related Services

identified in the most recent IEP/IFSP of _____,
(Student Name)

at the rates set forth in Schools: Section 4.1 of the Master Contract for the 201 16 - 201 17 Contract Year.

Anticipated Student Start Date: July 1, 2016.

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

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

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

_____ _____
Signature Date

Arturo Sanchez Macias, Deputy Superintendent
Name/Title

Agreed to by the CONTRACTOR:

_____ _____
Signature Date

Chayo Chavez, M.S., Director of Education Program
Name/Title

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 20117, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Ysidro School District Nonpublic School Stein Education Center

LEA Case Manager: Name Danielle Clark Phone Number (619) 428-4476 x 3032

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

Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone (619) _____ (Residence) ( ) _____ (Business)

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   315 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   42 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 229.91
   (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

   Estimated Number of Days 222 **x Daily Rate** 229.91 **= PROJECTED BASIC EDUCATION COSTS (A)** 51,040.02

   B. RELATED SERVICES:

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

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services (445)							
Assistive Technology Services - Assessment (445)							
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							

San Diego County Nonpublic Master Contract
Appendix A: Schools
2016-2017

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency b. Transportation-Parent			parent/ each add'l aide		15.95		
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ 10,289.70

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/EDUCATION RELATED MENTAL HEALTH SERVICES/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ 61,329.72

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature) (Date)

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

-CONTRACTOR-

Stein Education Center
(Name of Nonpublic School)

(Signature) (Date)

Chayo Chavez, M.S., Director of Education Program
(Name and Title)

-DISTRICT-

San Ysidro School District
(Name of School District)

(Signature) (Date)

Arturo Sanchez Macias, Deputy Superintendent
(Name of Superintendent or Authorized Designee)

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Special Education
Danielle Clark, Director

AGENDA ITEM: AGREEMENT WITH SAN DIEGO CENTER FOR VISION CARE

BACKGROUND INFORMATION:
San Diego Center for Vision Care will be providing independent vision efficiency and visual perceptual evaluations, and vision therapy sessions for special education students per their Individual Education Plans (IEPs).

Cost implications are $5,000.00 for vision efficiency, visual perceptual evaluations, and vision therapy sessions.

RECOMMENDATION:
Approve the agreement with San Diego Center for Vision Care to provide independent vision efficiency and visual perceptual evaluations, and vision therapy sessions to special education students per their Individual Education Plans at a cost not to exceed $5,000.00 from Special Education Funds.

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

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$5,000.00	Special Education	0100-6500-000-5770-1190-5800-010-054
(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 23rd day of August, 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: July 1, 2016 To: June 30, 2017

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

2 FEES AND PAYMENTS

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

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

3. ADDITIONAL SERVICES.

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

4 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 **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance 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)*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(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:	**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**	
Name:	J. Arturo Sanchez Macias	Danielle Clark
Title:	Deputy Superintendent	Director of Special Education
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476 ext. 3032
Email:	arturo.macias@sysd.k12.ca.us	

6 ENTIRE AGREEMENT
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.

CONSULTANT	**DISTRICT**
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, Deputy Superintendent Print Name, Title
Date:	Date
(619) 464-7713 Phone Number	08-23-16 Board Approved

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1
Fingerprinting and Criminal Background Investigation Requirements
(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subConsultant, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name	Last 4-digits of SSN or CDL Number
_____	_____
_____	_____
_____	_____
_____	_____

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

SCOPE OF SERVICES

Services include:

• Initial Evaluation	$587.00
• Vision Therapy Sessions	$160.00
• Clinical Prep/Equipment Fees (one time fees)	$272.00
• Progress Evaluation Report	$85.00
• IEP Meetings	$170.00

Total costs not to exceed $5,000.00

//

San Diego Center for Vision Care	**San Ysidro School District**
Firm Name	Firm Name
Signature of Authorized Agent	Signature
Carl G. Hillier, OD FCOVD	J. Arturo Sanchez Macias, Deputy Superintendent
Print Name, Title	Print Name, Title

//

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: AGREEMENT WITH THE INSTITUTE FOR CRIMINAL JUSTICE TRAINING

BACKGROUND INFORMATION:
The goal of District is to ensure the safety and security of all educational stakeholders. It is the District's intent to improve the security and safety of our most valued assets, our students and staff.

The Institute for Criminal Justice Training (ICJT) will conduct a district-wide campus safety and vulnerability assessment with recommendations to improve school site safety for District students, campus employees, and visitors. Assist the development of individual campus Emergency Operations and Crisis Response Plans to provide definitive and consistent emergency response procedures consistent with industry best practices and identified vulnerabilities and safety needs at each site within the District.

The cost implications are at a not to exceed amount of $25,000.00:

- Direct Delivery of Service: $1,000.00 per 8-hour day or $150.00 per hour.
- Indirect (off-site) preparation processes, policies, evaluation tools and tasks specific to the District at $70 per hour
- Reimbursement for reasonable travel and per diem costs will be negotiated to the satisfaction of the District.

RECOMMENDATION:
Approve the agreement with the Institute for Criminal Justice Training in an amount not to exceed $25,000.00 for school year 2016-17 from the supplemental and concentration funds.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JAS

Financial Implications?	Are funds for this item included in the 2016-2017 Budget?	Requisition #
☒Yes ☐ No	☒ Yes ☐ No	N/A

$25,000.00	Supplemental and Concentration	
(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 _____ day of _____, by and between the San Ysidro School District, hereinafter called the "District", and

Institute for Criminal Justice Training
Company/Consultant

(619) 952-5103
Telephone Number

33335 Manchester Road, Temecula, CA 92592
Address

dvicjt@yahoo.com
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as ***Exhibit "A"*** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

1.2 TERM

Initial Term:

From: September 1, 2016 To: June 30, 2017

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES
District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS
Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 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 **$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** Insurance 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)*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

(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 directed by District.

5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

5.6 PROJECT STAFFING

Consultant shall provide adequate staff and resources to facilitate all Consultant activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, sub consultants, or independent consultants hired by Consultant under this Agreement. The only exception to Consultant's responsibility to protect, save, defend and hold harmless District is where a claim, liability, expense or damage occurs due to the sole negligence, or willful misconduct of District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant.

5.8 AMENDMENTS

This Agreement may not be amended except in writing signed by both Parties.

5.9 SEVERABILITY

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

5.10 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California, but only after dispute resolution as provided herein.

5.11 CONFLICT OF INTEREST

For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

Consultant agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Consultant shall not be permitted to have any contact with District pupils until such time as Consultant has verified in writing to the District that they have complied with Educational Code Section 45125.1. (**Please attach a copy of this verification.)**

Per Ed Code 49406 and Assembly Bill 1667, the district requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. Please submit TB Clearance to the Business Services Office.

This section may be waived if the District determines that the Consultant and/or its employees will have limited contact with District pupils or if Consultant and/or its employees will be supervised at all times by District employees.

District is waiving this requirement _____.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:
ALL DISTRICT FACILITIES ARE DRUG AND TOBACCO-FREE FACILITIES. ANY DRUG, ALCHOLOL AND/OR TOBACCO USE (SMOKED OR SMOKELESS) IS PROHIBITED AT ALL TIMES ON ALL AREAS OF THE DISTRICT FACILITIES.

5.14 NOTICES
All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) email or (c) by U.S. Mail, mailed certified mail with return receipt requested, addressed to the following entities.

CONSULTANT:	**Institute for Criminal Justice Training**
Name:	David Vialpando
Title:	President & CEO
Address:	33335 Manchester Road
City/State/Zip Code:	Temecula, CA 92592
Telephone:	(619) 952-5103
Email:	dvicjt@yahoo.com

DISTRICT:	**San Ysidro School District**	
Name:	J. Arturo Sanchez Macias	
Title:	Deputy Superintendent	
Address:	4350 Otay Mesa Road	
City/State/Zip code:	San Ysidro, CA 92173	
Telephone:	(619) 428-4476	
Email:	arturo.macias@sysd.k12.ca.us	

6 ENTIRE AGREEMENT
This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

7 WARRANTY OF AUTHORITY:
Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the District on behalf of which his or her signature is made.

CONSULTANT	**DISTRICT**
Institute for Criminal Justice Training Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
David Vialpando, President & CEO Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
Date:	Date
(619) 952-5103 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 Elementary School District

Safety Vulnerability Audit and

Emergency/Crisis Response Program Proposal

A business proposal prepared by:

David Vialpando, President & CEO Institute for Criminal Justice Training

Purpose:

Conduct a district-wide campus safety and vulnerability assessment with recommendations to improve school site safety for students, campus employees, and visitors. Assist in the development of individual campus **Emergency Operations and Crisis Response Plans** to provide definitive and consistent emergency response procedures consistent with industry best practices and identified vulnerabilities and safety needs at each campus within the San Ysidro Elementary School District.

Project Goals:

- Reduce safety risk factors and vulnerabilities while enhancing school site safety for students, employees, and visitors by conducting a thorough assessment and audit at each campus within the San Ysidro Elementary School District
- Coordinate the development of **Campus Emergency Operations and Crisis Response Plans** for each campus within the San Ysidro Elementary School District.
- Coordinate staff training related to emergency and crisis response, active shooter protocol, and personal safety awareness and practices
- Coordinate safety response drills for individual school sites involving local emergency responders and designated campus personnel
- Establish a process of periodic review and revision of campus emergency response protocols and procedures to incorporate industry best practices
- Develop a culture of safety awareness and preparation to ensure the safety of students, staff, and campus visitors during times of crisis

Areas of Emphasis:

- **School Site Threat and Hazard Assessment/Audit**
    - Identifying and addressing potential hazards, environmental vulnerabilities, and defective campus process, such as visitor check-in procedures, is the first step toward enhancing the safety of all persons on campus and ensuring that risks are minimized while protective factors are increased.

- **Development of Campus Emergency Operations and Crisis Response Plans**

    - Coordinate the collaborative development of individual campus **Emergency Operations and Crisis Response Plans** incorporating industry best practices. These plans will be thorough as to the spectrum of hazards and safety issues to be addressed, but simple enough in execution so as not to burden affected personnel with needless complexity during times of crisis. Contingencies and processes will be developed to address the following hazard types: Natural Hazards (natural disaster), Technological Hazards (chemical), and Human-Caused Hazards (intruder).

- **Staff Training and Practical Exercises**

    - The creation of effective crisis response protocols and procedures is only half the effort necessary to deal with emergency situations which may arise on campus. We will coordinate staff training and practical emergency response exercises involving designated personnel in order to practice the actions called for in our **Campus Emergency Operations and Crisis Response Plans**. The exercises will also give us the opportunity to evaluate our emergency response processes and threat procedures, and make adjustments as necessary to maximize their effectiveness. Continuity protocols will be implemented to ensure a process of continual practice, plan review, and modification as necessary to improve effectiveness, identify new threats, and incorporate best practices.

ICJT Compensation Rates:

- Direct Delivery of Service will be billed at the rate of $1,000 per 8-hour day, or $150.00 per hour
- Indirect (off-site) preparation processes, policies, evaluation tools, and tasks specific to the client organization will be billed at the rate of $70.00 per hour
- Reimbursement for reasonable travel and per diem costs will be negotiated to the satisfaction of the San Ysidro Elementary School District

Limitations:

This proposal represents a general assessment of estimated client needs and ICJT's suggested areas of emphasis to meet those needs. ICJT staff will meet with designated San Ysidro Elementary School District and individual campus personnel to identify specific program needs and priorities related to this project.

Confidentiality:

The assigned ICJT program manager and all involved ICJT employees will sign a standard Non-Disclosure Agreement (NDA) guaranteeing that all information and materials regarding the client organization will be kept secure and maximum confidentiality maintained.

Contact Information:

David Vialpando
President & CEO Institute for Criminal Justice Training (ICJT)
Website: www.icjt.us
33335 Manchester Rd.
Temecula, California 92592
(619) 952-5103
Email: dvicjt@yahoo.com

Resume available upon request. Profile of CEO can be accessed via LinkedIn

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: AGREEMENT WITH EAST L.A. CLASSIC THEATRE, INC. FOR BEYOND THE BELL BROADWAY AFTER SCHOOL PROGRAM

BACKGROUND INFORMATION:
During this past summer, the District provided a successful summer camp program at Willow School. The District would like to bring another innovative and creative educational program which will encourage students in 3rd to 8th grades to use the dramatic exploration of personal identity in order to develop an enthusiasm for language, communication and expression. Beyond the Bell Broadway implements the California visual and performing arts (VAPA) contents standards with the five strands: ▪ Artistic Perception ▪ Creative Expression ▪ Historical and Cultural Context ▪ Aesthetic valuing, and ▪ Connections, relations and applications.

The District would like to retain the services of East L.A. Classic Theatre, Inc., who is qualified to provide these services. The term of the agreement will be from August 29, 2016 to June 2, 2017.

RECOMMENDATION:
Approve the agreement with East L.A. Classic Theatre, Inc. for 2016-17 at a cost not to exceed $140,000.00 from the supplemental and concentration fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$140,000.00	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

East L.A. Classic Theatre, Inc
BEYOND THE BELL BROADWAY AFTER SCHOOL PROGRAM

1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017

CONTRACT FOR CONSULTANT SERVICES

This CONTRACT is made effective on August 29, 2016, and it is made by and between the East L.A. Classic Theatre, Inc. BEYOND THE BELL BROADWAY hereafter referred to as "CONSULTANT," and the San Ysidro School DISTRICT, hereafter referred to "DISTRICT."

WHEREAS, the CONSULTANT, who is specifically qualified to provide consulting services for educational purposes, desires to enter into this contract to provide services to the San Ysidro School DISTRICT.

NOW, THEREFORE, The CONSULTANT and the DISTRICT agree as follows:

AGREEMENTS

1. In consultation and cooperation with the San Ysidro School DISTRICT, the CONSULTANT shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

   Each 168-hour curriculum will be delivered within a 28-week period of the academic calendar requiring two (2) Teaching Artists meeting 2 times a week (Monday – Thursday) for three hour sessions of instruction. The curriculum will be adapted for grade level efficacy. Each participating school will consist of one class for 3rd through 8th, with a minimum of 20 and a maximum of 30 students.

   - **BEYOND THE BELL BROADWAY** will be specifically designed for 3rd through 8th grade students. Using selections of Broadway material from musicals such as The Lion King, Annie, Matilda, In the Heights, School of Rock the program will cover all components in the training and preparation of various musical numbers. The program will provide a series of three hours of instruction consisting of dancing, choral/solo singing, acting and production. It will culminate with fully produced musical numbers at each campus.

Attachments to this Agreement

A Proposal/Price Quotation
B District Support

Any attachment is hereby incorporated into this agreement and made a part of it. In the event of any conflict between the language in this Agreement any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The CONSULTANT will commence services under this agreement on August 29, 2016, and will diligently, properly and in compliance perform as required and complete the performance of services no later than June 2, 2017. Time shall be of the essence in the performance of this agreement. If the DISTRICT at any time during the term of this agreement becomes noncompliant with any of the terms and conditions. Hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the DISTRICT to properly perform under this Agreement, then the DISTRICT shall immediately notify the CONSULTANT in writing.

3. The CONSULTANT is an independent contractor. CONSULTANT will perform said services as an independent contractor and not as an employee of the DISTRICT. Accordingly, nothing in this Agreement shall be constructed as establishing a relationship of employer and employee, or principal and agent, between the DISTRICT and the CONSULTANT or between the DISTRICT and any of the CONSULTANT'S agents or employees. CONSULTANT is solely responsible for its own acts and the acts of its agents or employees as they relate to any services provided. CONSULTANT and its agents and employees shall not be entitled to any rights and or privileges of the DISTRICT and shall not be considered in any way to be employees of the DISTRICT. Each party acknowledges that the CONSULTANT is not an employee for state or federal tax purposes or any other purpose.

4. The DISTRICT will prepare and furnish to the CONSULTANT upon request such existing information as is reasonably necessary for the performance of the CONSULTANT. (See Attachment B) The CONSULTANT shall provide its own equipment, materials, supplies, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each Party shall cooperate with the other party.

5. The total amount to be paid to the CONSULTANT for the satisfactorily rendered services described herein inclusive of all expenses, supplies and materials pursuant to this agreement shall not exceed $140,000.00

6. The program is to be completed no later than June 2, 2017. This will include the final student performances coordinated with the DISTRICT. Payment shall be made to the CONSULTANT in the following equal payments:

25% **upon School Board approval of the contract**
25% on or before December 1, 2016
25% on or before March 1, 2017
25% upon completion of services, June 2, 2017

Payments are to be made:
East L.A. Classic Theatre Inc.
100 N. Citrus Street, Suite 301
West Covina, CA 91791

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by CONSULTANT under this Agreement shall be the sole and exclusive property of the CONSULTANT. No such materials produced, either in whole or in part under this Agreement shall be subject to private use, copyright or patent right by DISTRICT in the United States or in any country without the prior written consent of CONSULTANT. The DISTRICT may request permission to publish, disclose, distribute, transfer and use copyright or patent materials produced by CONSULTANT under this agreement.

8. Both parties may at any time and for any reason suspend performance by the CONSULTANT or terminate this Agreement and compensate CONSULTANT only for services rendered to the date of such suspension or termination. A 30-day written notice by both parties shall be sufficient to suspend or terminate any further performance of services by both parties. Unless otherwise identified, notice will be provided to both of the address of both parties shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.

9. The CONSULTANT agrees to and shall hold harmless and indemnity the DISTRICT, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR of any person, firm or corporation employed by the CONTRACTOR upon or in

connection with the services called for in the AGREEMENT except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, or their officers, employees, agents or volunteers.

b. Any injury to or death of persons or damage to property, sustained by the persons, firm or corporation, including the DISTRICT, rising out of, or in any way connected with services covered by this AGREEMENT whether said injury or damage occurs either on or off the DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, or their officers, employees, agents or volunteers.

The CONSULTANT, at CONSULTANT's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents or employees on any such claim, demand, or liability and shall pay or satisfy and judgment that may be rendered against the DISTRICT, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subConsultant or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **$2,000,000** the required occurrence limit. Proper endorsements should accompany the certificate of liability.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation (Employer's Insurance):** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. Coverage shall include **waiver of subrogation endorsement in favor of San Ysidro School District.**
4. **Professional Liability (Errors and Omissions):** Insurance 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)*
5. **Improper Sexual Conduct:** $1,000,000 per occurrence with an aggregate of not less than $2,000,000.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an **endorsement** to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN YSIDRO SCHOOL DISTRICT** as an **additional insured with endorsements attached.**

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11. The CONSULTANT shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support for a period of not less than three (3) years after final payment under this Agreement. The DISTRICT, its employees and agents and the Office of the State shall have the right to audit, examine, inspect and copy any and all of the CONSULTANT's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8536.7, the CONSULTANT is to hereby advise that every contract involving the expenditure of public funds in excess of ten thousand dollars ($10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. This Agreement is not assignable or delegable by either party.

13. The CONSULTANT shall comply with all applicable DISTRICT federal, state, and local laws, rules, regulations, policies, ordinances, and worker's compensation laws. The CONSULTANT represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in a way to this Agreement.

14. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the DISTRICT may unilaterally amend this agreement in writing to accomplish the following changes:

- Increase dollar amounts;
- Effect administrative changes; and
- Effect other changes as required by law

15. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

16. This Agreement shall be governed and construed by the laws of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Diego County, California.

17. CONSULTANT shall execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to DISTRICT.

18. Drug/ Alcohol/ Tobacco-Free facilities: All facilities are drug and tobacco-free facilities. Any drug, alcohol, tobacco (smoked, smokeless) is prohibited at all times on all areas of the DISTRICT facilities.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

East L.A. Classic Theatre, Inc. Firm Name	**San Ysidro School District** Firm Name
Signature of Authorized Agent	Signature
FRANK WILLIAMS, PRESIDENT Print Name, Title	J. Arturo Sanchez Macias, Deputy Superintendent Print Name, Title
08-18-2016 Date:	Date
(626) 688-8444 Phone Number	Board Approved
Email: FRANK@CAPITALDF.COM	
Address: 1055 West 7th Street, 33rd Floor Los Angeles, CA 90017	Address: 4350 Otay Mesa Road San Ysidro, CA 92173 (619) 428-4476 Arturo.macias@sysd.k12.ca.us
FEIN No.	

Attachment A. Proposal/Price Quotation

The program will cost $140,000.00 the 28-week academic calendar.
Break down of program cost:
The cost of one class of 168 hours each for approximately
20 to 30 students for the 28week program will be $20,000.00
This represents a cost of approx. $571.43 per student for Beyond the Bell Broadway,
$3.40 per instructional hour per student.

Attachment B. District Support

District Support will include and provide the following:

- * Access to each campus, principal, students, teachers and parents for proper recruitment and enrollment process prior to the instructional period of the contract.
- * Snack for all students
- * Dedicated space on each campus for the duration of the program
- * An MPR equipped with full capacity working lights, sound system and screen for viewing films. Also, full access to all technical equipment for the space.
- * No reset of classrooms for the duration of the program
- * Access to Piano and/or keyboards.
- * Access to multiple bathrooms
- * Access to custodial services
- * Access to Wi-Fi (for instructors only)
- * Access to secure storage in MPR and all Classrooms identified for the program.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Business Services and District Operations
J. Arturo Sanchez Macias, Deputy Superintendent

AGENDA ITEM: PROFESSIONAL MEMBERSHIP FOR DEPUTY SUPERINTENDENT

BACKGROUND INFORMATION:
Per the Deputy Superintendent's employment agreement Professional Activities Section 11.A, the District shall pay the membership dues in associations, as well as any community service organizations and/or other relevant local, state or national organizations as recommended by the Superintendent and approved by the Board.

The Superintendent is recommending that the Deputy Superintendent join the Association of California School Administrators (ACSA). Access to these resources will help enhance his governance skills and to fulfill leadership roles to support student success and expand his knowledge of critical issues confronting public education today.

RECOMMENDATION:
Approve/Ratify the membership for J. Arturo Sanchez Macias, Deputy Superintendent to the California Coalition for Adequate School Housing at a cost of $1,975.00 from the General Fund.

☐ Renewal ☒ New ☐ Amendment ☐ Ratify ☐ Other **Business Services Reviewed:** JAM

Financial Implications? ☒ Yes ☐ No

Are funds for this item available in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #

$1,975.00	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: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Administration
Julio Fonseca, Ed.D., Superintendent

AGENDA ITEM: AIR QUALITY RESEARCH STUDY

BACKGROUND INFORMATION:
Casa Familiar recently launched a new air quality research study in partnership with the University of Washington, San Diego State University, CalEPA, and the CA Office of Environmental Health Hazard Assessment. The study's purpose is to involve community members in collecting data on air quality in San Ysidro and to work with project scientists to develop strategies for reducing resident exposure to traffic-related air pollution.

The study's Community Steering Committee identified the San Ysidro School District as one of 13 key sites for air quality monitor placement in San Ysidro. Monitors will be placed at San Ysidro Middle, La Mirada and Willow schools. Data will be collected from August 2016 through August 2017.

RECOMMENDATION:
Approve participation in the Air Quality Research Study from August 2016 to August 2017 at no cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JRM

Financial Implications? ☐ Yes ☒ No

Are funds for this item included in the 2016-2017 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: Air Quality and Border Traffic Study

Project Statement

Invitation to participate: All San Ysidro residents are invited to participate in the launch of a new community project aimed at investigating the distribution of outdoor air pollution in the community. Community meetings are held at the San Ysidro Civic Center, 212 W. Park Avenue, San Ysidro, CA 92173. Please check the project website for meeting dates, updates and information: **http://deohs.washington.edu/syairstudy**

Statement of Purpose:
This two-year project, funded by the California Office of Environmental Health Hazard Assessment (OEHHA), has the primary objective of understanding the air pollution health risks faced by communities. San Ysidro as a border community located at the California/ Baja California border may face risks that are not felt by other California communities. Being close to the international border may result in exposure to pollution from lines of idling vehicles at the Ports of Entry, trade-related commercial trucks, and transport of pollutants from Mexico. Existing monitors may not be adequate to measure this impact. We will deploy a network of low-cost sensors in San Ysidro in order to: 1.) Measure how air pollution changes over time and space and; 2.) Identify areas of San Ysidro that are highly affected. The information collected will be used to identify the sources and levels of air pollution with the goal of developing mitigation strategies that might reduce exposure in the community.

Regular meetings between the project group and the community will ensure that community concerns are well understood and being addressed. This will be a 2-year project, and funding is provided by the State of California Office of Environmental Health Hazard Assessment.

Project Roles:
Community Partners, including Casa Familiar, will inform the main goals and objectives of this study. **In addition, the community will collaborate with scientists in selecting the location of the 12 monitoring sites.** Community partners will be key in disseminating results of the study, identifying mitigation strategies and leading future efforts to reduce air pollution impact in the San Ysidro area.

Scientists from the University of Washington and SDSU will provide both equipment and technical guidance to maximize the quality of data collected. Type of pollutants measured, location of the monitors and analysis methods will be selected to best address the concerns raised by community partners. The scientists will oversee data collection and analysis.

Project Outcomes:
Project results will be shared with community partners on an ongoing basis through meetings and a dedicated website. We expect that our results will increase the community understanding of the geographic differences in the community with traffic pollutants, origins of pollutants and potential hazards to the community. Additionally, we hope to increase community knowledge and empowerment and provide guidance on future solutions.

Contact information:
(English)
Jenny Quintana, Project Representative , SDSU Graduate School of Public Health (619-594-1688 - jquintan@mail.sdsu.edu)
Vanessa Galaviz, Project Representative, State CA OEHHA (916-323-9581-vanessa.galaviz@oehha.ca.gov)
Edmund Seto, Project Representative, University of Washington (206-543-1475 - eseto@uw.edu)
David Flores, Casa Familiar Development Director (619-428-1115 - davidf@casafamiliar.org)
Lisa Hoffman, Casa Familiar Program Manager (619-428-1115 - lisah@casafamiliar.org)
(Spanish)
Vanessa Galaviz, Project Representative, State CA OEHHA (916-323-9581-vanessa.galaviz@oehha.ca.gov)
David Flores, Casa Familiar Development Director (619-428-1115 - davidf@casafamiliar.org)
Lisa Hoffman, Casa Familiar Program Manager (619-428-1115 - lisah@casafamiliar.org)

Community Sampler Fact Sheet

Power Requirement

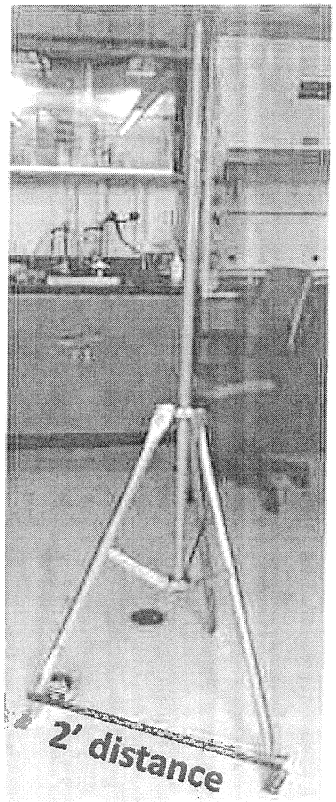
- Less than 1 amp per sampler (peak use). After assembly the exact figure will be provided.
- Each sampler has one power cord extending from the enclosure.

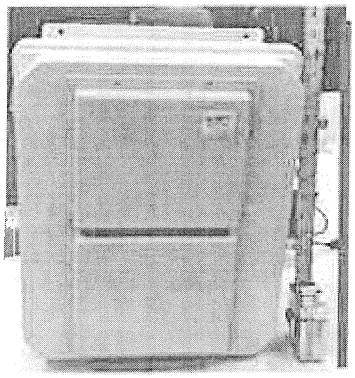
Size Requirement

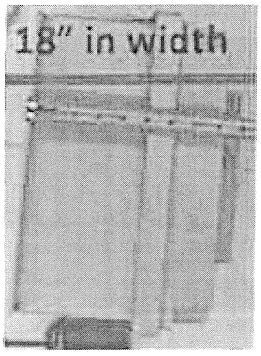
- Tripod feet are between 2-3 feet apart depending on desired angle.
- Maximum tripod height is 5'10".

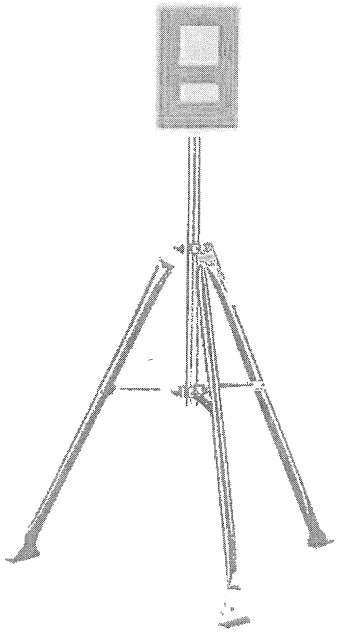
Proposed Set-up

- We propose to mount 3 samplers per tripod. Each sampler



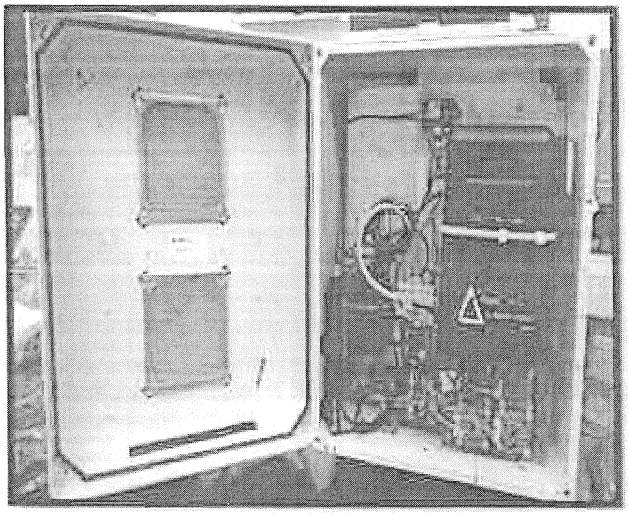






Next-Gen Community Air Monitor

- Non-regulatory research instruments
- Modified Dylos particle counter with 4-size bins measuring between PM 0.5 – 10 um.
- Alphasense electrochemical sensors for traffic-related gas pollutants (CO, NO, NO_2, O_3)
- Temperature and Relative Humidity
- Cellular network for real-time data transmission
- Internet server for storing and sharing data



Tasks and Activities	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Initial engagement with potential community and government partners																								
First community meeting: discuss project overview, purpose, objectives, and goals. Determine a process to engage community members through the duration of the project																								
Second community meeting: community mapping of monitoring sites. Needs assessment.																								
Site selection activities with community involvement																								
Third community meeting: celebrate monitor launching and introduce how data can be available to the community via the project website.							x		Out. 1&2												Out. 3&4			Out. 5,6,7,8
Air Monitoring deployment begins and start of data collection							x																	
Fourth community meeting: Describe preliminary findings																								
Air quality monitoring data analysis																								
Fifth community meeting: Data dissemination to community and next steps																								
Manuscript preparation																								

Tasks and Activities	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Initial engagement with potential community and government partners																								
First community meeting: discuss project overview, purpose, objectives, and goals. Determine a process to engage community members through the duration of the project																								
Second community meeting: community mapping of monitoring sites. Needs assessment.																								
Site selection activities with community involvement																								
Third community meeting: celebrate monitor launching and introduce how data can be available to the community via the project website.							x		Out. 1&2												Out. 3&4			Out. 5,6,7,8
Air Monitoring deployment begins and start of data collection							x																	
Fourth community meeting: Describe preliminary findings																								
Air quality monitoring data analysis																								
Fifth community meeting: Data dissemination to community and next steps																								
Manuscript preparation																								

DRO COMMUNITY AIR MONITORING STUDY - FINAL COMMUNITY SITE MONITOR LOCATIONS MAP

Middle School
Port of Entry
mentary School
minal/McDonalds
ez Comm. Ctr.
Elementary
Civic Center
tr. - Adult Ctr.
ementary School
t SY Neighborhood
iver Valley Estuary/
ach (Off Map)
/Otay Colocation

n San Diego
Off Map)

ool Grounds
s

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MOUNT CARMEL FOR TITLE II FUNDING AND SERVICES

BACKGROUND INFORMATION:
As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the District and Our Lady of Mt. Carmel School and the Private School Provisions in the No Child Left Behind (NCLB) Act of 2001: Districts receiving Federal financial assistance are required to provide services to eligible private schools children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public schools children and teachers participating in the program and they must be provided in a timely manner.

Our Lady of Mt. Carmel has requested assistance with professional development for their teachers and would like to have Mind Stream Educations, LCC provide these trainings throughout the 2016-2017 school year. The Professional Development Plan (Exhibit A) lists the trainings that Our Lady of Mt. Carmel can select from. The amount of these professional development sessions for school year 2016-17 shall not exceed $3,045.00.

RECOMMENDATION:
Approve/Ratify the Memorandum of Understanding with Our Lady of Mount Carmel School for Title II funds and services for the 2016-2017 school year at a cost not to exceed $3,045.00.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JAST

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	

Total Allocations		
$3,045.00	Title II 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

Memorandum of Understanding Title II

Provision of Title II - Professional Development to Private Schools

2016-2017 School Year

Section 1: General

The San Ysidro School District (SYSD) has been notified by Our Lady of Mt Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in Title II, Part A funds under the Elementary and Secondary Education Act for the 2016-2017 school year.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services to be provided by SYSD to Our Lady of Mt Carmel.

Section 2: How will the teachers' professional development needs be identified?

Teachers' professional development needs are identified through the accreditation process. For the 2016-2017 school year, Our Lady of Mt Carmel identified curriculum mapping as an area of need. In addition, the school is beginning the process of STEM implementation into its curriculum and has identified it as an area of need for professional development.

Term: July 1, 2016 and June 30, 2017

Section 3: What services will be provided?

Per a meeting held on August 12, 2016, Our Lady of Mt Carmel selected Mind Streams Education, LCC as the consultant who will provide professional development opportunities to Our Lady of Mt Carmel staff. The amount for these professional development sessions for school year 2016-17 shall **not exceed $3,045.00**.

Professional Development – Refer to Exhibit A (options):

- Informed Innovations in Instruction (Curriculum Mapping)
- Project Based Learning (Continuation from 2015-2016)
- The iPad as an Assessment Tool – Exploring Modern Learning and Evaluation Methods
- Hacking the Humanities: The iPad, Interdisciplinary Studies and Critical Thinking
- iPad in the Science Classroom
- Squishy Circuits (Science)

SYSD will provide the following:

- District shall pay Mind Streams Education, LCC for the selected services as described above and reflected on ***Exhibit A*** during this contract term. The amount shall not exceed $3,045.00 for the 2016-2017 school year.

- Mind Streams Education, LCC shall submit to the District an itemized invoice which indicates work completed by them. District shall review each invoice submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Memorandum of Understanding (MOU). District shall pay Mind Streams Education, LCC within a reasonable time and in accordance with this MOU.

Section 4: How, when, where, and by whom will the services be provided?

- A series of professional development workshops between August 1, 2016 and April 1, 2017 will be provided to all teachers serving SYSD students. Professional development activities will take place at various locations and be provided by Mind Streams Education, LCC.

Section 5: How will the services be assessed and how will this information be used to improve the program?

Representatives of SYSD and Our Lady of Mt Carmel shall meet during the month of April of the year in which services have been offered to discuss the delivery and effectiveness of professional development services provided to teachers. Effectiveness of professional development will be determined through an evaluation by Mind Streams Education, LCC, and numerous walk-throughs and 2 informal classroom visitations by the principal of Our Lady of Mt Carmel. The representatives shall determine if any changes are needed in the services during the current or next school year.

Section 6: Other provisions including contract services through potential third-party providers and reversion of funds stipulations

Any Service Agreement entered between Our Lady of Mt Carmel and Mind Streams Education, LCC (hereinafter referred to "Parties") is not the responsibility of SYSD. The Parties are independent and are not agents or employees of SYSD. The work to be performed shall be in accordance with the work agreed between the Parties and shall have no authority, express or implied, pursuant to this MOU to bind SYSD to any obligation whatsoever, except as specifically provided in this MOU. Any additional personnel performing the Services under this MOU on behalf of the Parties shall at all times be under their exclusive direction and control. Parties shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services as required by law.

SYSD and Our Lady of Mt Carmel shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

This MOU is 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 MOU conflicts with a provision or clause in the MOU, the provision or clause in this MOU shall control. This MOU may not be modified or altered except in writing signed by both parties hereto.

For Our Lady of Mt Carmel:

Signature: S. Eva Lujano Date: 8/15/16

Name: S. Eva Lujano Phone No: 619 428-2091

Title: Principal Email: franlvev@gmail

For San Ysidro School District

Signature: _____ Date: _____

Name: J. Arturo Sanchez Macias Phone No: (619) 428-4476

Title: Deputy Superintendent Email: arturo.macias@sysd.k12.ca.us

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FIAT Schools
2016-2017 Professional Development Plan
Submitted to San Ysidro School District
For Our Lady of Mt. Carmel
By Mind Streams Education, LLC
July 27, 2016

Informed Innovations in Instruction (Curriculum Mapping): August 16, 2016 & Date to be determined

Our Informed Innovations in Instruction (4IN) programs provide innovative, research-based professional development workshops focused on mapping up teachers' instructional practices and students' learning outcomes. Our 4IN workshops are founded on research-based key constructs of effective professional development for educators, best practices in adult learning and human development, social-constructivist learning, and the Vygotskian Zone of Proximal Development.

Cost (for two days) $1,200.00

Project Based Learning (Continuation from 2015-2016) August 18, 2016

The goal of this workshop is to empower traditional classroom teachers with the tools and techniques needed to effectively blend active learning online with dynamic learning in the classroom. Participants will leave with the skills needed to cultivate a community of inquiry online to complement and enhance the work done in the physical classroom. Explore the 1) power of discussion as a learning tool, 2) techniques for using mobile devices to encourage problem solving, research and collaboration, 3) flipped classroom as a vehicle to create time and space in the classroom and 4) strategies for weaving instructional mediums together.

Educators will leave this session confident being able to use the flexibility of the online space to extend learning, differentiate instruction, give every student a voice, and tap into the collective intelligence of their students while still maintaining their valued role as the teacher.

Cost $800.00

The iPad as an Assessment Tool – Exploring Modern Learning and Evaluation Methods

In a true 21st Century Classroom, it's not enough for teachers to ask students if they know something. Students must be able to find information, make sense of it, connect it with something they already know and, ultimately, use it to create something new. With over 1,400,000 apps on the Apple App Store there are countless ways to challenge students to analyze, synthesize, connect, create, and collaborate. Transform yourself into a modern day learner as you experience first-hand what the next generation of experiential, project and challenge based assessments look like thanks to the power and portability of the iPad.

FIAT Schools
2016-2017 Professional Development Plan
Submitted to San Ysidro School District
For Our Lady of Mt. Carmel
By Mind Streams Education, LLC
July 27, 2016

Cost $800.00

Hacking the Humanities: The iPad, Interdisciplinary Studies & Critical Thinking Dates to be determined

This session will demonstrate how iOS and other technologies can be used to enhance instruction and promote interdisciplinary studies. Participant will see how students in interdisciplinary classes are currently using educational technology to go beyond to apply critical thinking towards all academic areas.

Cost $800.00

iPad in the Science Classroom Dates to be determined

iPad inspires creativity and hands-on learning with features you won't find in any other educational tool on a device that students really want to use. Learn how to leverage the iPad in the science classroom to maximize its potential. The session is focused around 7-12th grade best practices for classroom use. Apps will be demonstrated that are useful for various hands-on environmental science, biology and physical science labs. Explore how to select the most effective apps for the classroom and ways to incorporate the iPad into teaching, learning and assessment processes. *this session requires participants to bring an iPad

Cost $800.00

Electricity Dates to be determined

- Squishy Circuits

Participants will learn how to instruct electrical properties and circuitry through hands-on science experiments and problem-based learning projects.

Cost $1,280.00

Total $5,680.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: VISUAL AND PERFORMING ARTS (VAPA) REQUEST FOR PROPOSALS - SELECTION

BACKGROUND INFORMATION:
The VAPA team will support teachers during their release time by preparing and implementing lessons that enrich students learning through VAPA and other disciplines such as STEM/STEAM. In addition, the VAPA team will collaborate with teachers during their Data Reflection Sessions to provide support/intervention as appropriate, as well as fulfill Physical Education requirements as needed. Teachers will be provided release time to work on data analysis, data driven common agreements, facilitated instructional planning and other professional learning collaborations.

On July 14, 2016, the District requested proposals from qualified and interested parties that would like to provide Visual and Performing Arts (VAPA) services to the District during school year 2016-17. A public notice was published in the San Diego Union-Tribune and posted on the District's website from June 30, 2016 to July 13, 2016. By July 15, 2016, the District had received proposals from two qualified organizations (THINK Together and East L.A. Classic Theatre, Inc.). After careful review of the proposals, it was determined that THINK Together was the better candidate that would provide VAPA services that would meet the District's needs.

RECOMMENDATION:
Approve the selection of THINK Together, Inc. as the organization to provide Visual and Performing Arts (VAPA) services for 2016-17 school year.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:**

Financial Implications?	Are funds for this item available in the 2016-2017 Budget?	Requisition #
☒ Yes ☐ No	☒ Yes ☐ No	196

TBD	Supplemental and Concentration	
(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
Request for Proposals – Visual and Performing Arts for 2016-17
THINK Together

Background

San Ysidro School District (SYSD) regularly releases teaching staff to conduct data analysis, facilitated instructional planning and other professional learning collaborations. The District has requested proposals from qualified applicants to provide visual and performing arts (VAPA) activities, as well as STEM/STEAM, academic intervention and physical education, to students during these teacher release times.

THINK Together, which has been selected to serve as SYSD's expanded learning partner operating After School Education and Safety (ASES) programs, has extensive experience in the delivery of VAPA and other enrichment activities that complement and support student learning. THINK Together utilizes a variety of curricula, including its own intellectual properties, to engage students in learning that promotes English language development, reading fluency, math skills, science and engineering exploration, nutrition education, physical fitness and social emotional well-being.

Program Delivery Strategy

THINK Together proposes to utilize the staff it employs to operate SYSD's ASES programs to work side-by-side with credentialed Lead Substitute Teachers to provide VAPA and other activities selected in consultation with school and district administrators to K-6 students during the hours when their regular classroom teachers are engaged in data reflection sessions or other professional development activities. This strategy will extend the hours of the after-school staff, effectively making them full-time, benefited employees. As such, the positions will be more attractive than typical part-time after-school jobs, and less likely to suffer the attrition that often accompanies youth services work.

Each of the six SYSD schools serving elementary students would receive one weekly 100-minute release session per grade level. The sample schedule below illustrates how this could be accomplished by three Lead Substitute Teachers, each focused on a particular content area and supported by 6-8 Program Leaders maintaining a supervision ratio of approximately one adult to twenty students. Each team would provide two grade level sessions per day, one during the morning hours and one after the lunch period.

Program Content

Visual and Performing Arts – Students will participate in four rotations over the course of the school year. Each rotation will include eight instructional sessions and one culminating session in which the students will present their learning.

- Rotation #1: August 1 – September 23, 2016, culminating session October 3-7, 2016
- Rotation #2: October 10 – December 9, 2016, culminating session December 12-16, 2016
- Rotation #3: January 10 – March 3, 2017, culminating session March 6-10, 2017
- Rotation #4: March 13 – May 19, 2017, culminating session May 22-26, 2017.

VAPA content will include both reader's theatre and art instruction. Students will spend one rotation in each theme per semester, and culminating sessions will include student performances and gallery walks.

- Reader's Theatre: THINK Together will utilize the **"Building Fluency through Reader's Theatre"** curriculum, published by Teacher Created Materials. Content is tiered for three grade levels, and includes suggestions for supporting English language learners. Each grade level offers a variety of stories and each Program Leader will work with a group of approximately 20 students to rehearse and perform them during the culminating session. Students may perform as readers, or support the performance by decorating sets, designing costumes, or creating props.
- Art Instruction: Staff will provide **"Meet the Masters,"** a standards-based art curriculum developed by professional art teachers. Content is grade-leveled and themed around 35 historic artists. Each unit is delivered in three steps, beginning with a multi-media assembly, followed by self-guided technique practice and, finally, art projects, which will be displayed during the culminating session. Students will be introduced to multiple artists during the rotation.

Alternative Content – Depending upon the needs of SYSD and/or individual schools, THINK Together also has the capacity to deliver STEM classes, physical education activities, and academic interventions for English/Language Arts and Mathematics.

- STEM Classes: Content focuses on four units of instruction, including Food Science, Earthquakes and Engineering, Forces of Flight, and Robotics. Students learn how to apply the scientific method for finding an answer to a question, as well as the engineering design process for finding a solution to a problem. Embedded throughout the STEM curriculum are opportunities to identify and define scientific terms and concepts, and students are encouraged to consider the types of jobs that are related to the tasks they are learning to perform.
- Physical Education: THINK Together utilizes the "CATCH (Coordinated Approach to Children's Health)" curriculum to engage students in moderate to vigorous physical activities. CATCH activities emphasize "whole group" participation, so that all students are moving rather than waiting their turn. Activities are designed to accommodate the full range of physical abilities and student interests.
- ELA Support: Among early elementary students, the ability to rapidly identify high frequency "sight words" is a foundational skill in reading fluency. Students practice daily with peers to master research-based word lists. The lists become progressively more advanced and students use "success folders" to track their progress toward grade-level proficiency. For upper elementary grades, "Close Reading" strategy is used to identify the main ideas of leveled reading passages, and to find evidence to answer text-dependent questions. Students read increasingly complex passages multiple times to distinguish themes, facts, and personal relevance.
- Math Support: "Automaticity" of math facts using basic number operations is promoted among early elementary students through daily practice with peers. Students memorize the relationships among numbers in "addition/subtraction" or "multiplication/division" families, which reduces cognitive demands as they attempt higher level tasks. Upper elementary students learn techniques to translate word problems into mathematical equations, including deciphering relevant numerical information, identifying operations, and recognizing variables. The object is not simply to find the answer, but to articulate the rationale behind one's approach to the problem.

Pricing

SYSD would have two pricing options. Option A would be for SYSD to provide the Lead Substitute Teacher from its existing district pool; Option B would be for THINK Together to hire and place the

credentialed Lead Substitute Teacher, which would reduce the administrative burden on district staff. In either case, special emphasis would be placed on the candidate's experience in the delivery of VAPA curricula.

SYSD's current daily rate for credentialed substitutes is approximately $150. The District incurs the additional costs of payroll taxes and related employee benefits. This proposal assumes a total cost to the district of $195 per substitute, per day (130% of the daily rate). This cost is not inclusive of the administrative time required to manage the substitute pool. THINK Together's cost for providing a Lead Substitute Teacher would be a flat, daily rate of $240. Additional Program Leaders provided by THINK Together would be billed at a rate of $100 per day ($22.50 per hour for 4.5 hours).

Option A: The cost of THINK Together's Program Leaders only would be $336,700, exclusive of materials, equipment and curriculum.

Option B: The full cost of providing the proposed solution would be **$461,020**, exclusive of materials, equipment and curriculum.

Other Costs: Based on our previous experience, we project the per school supply/materials costs to be about $3,000 for start-up and $500 annually. Any costs related to curriculum development or purchase would be negotiated in accordance with identified needs. **These quotes are estimates only,** based on our best assessment and planning. As programs roll out, there may be logistical issues or other preferred practices that impact labor costs.

Sample Schedule

SYSD VAPA Team Schedule

		CT 1 – Grades 4-6	CT 2 – Grades K-1	CT 3 – Grades 2-4	
Schools/Grade Levels	**MON**	**TUE**	**WED**	**THU**	**FRI**
Ocean View Hills - Fourth Grade	136 pupils				
Ocean View Hills - Fifth Grade	137 pupils				
Ocean View Hills - Sixth Grade			127 pupils		
La Mirada - Fourth Grade		161 pupils			
La Mirada - Fifth Grade		145 pupils			
La Mirada - Sixth Grade			136 pupils		
Smythe - Kindergarten	135 pupils				
Smythe - First Grade	146 pupils				
Smythe - Second Grade		138 pupils			
Smythe - Third Grade		155 pupils			
Vista del Mar - Kindergarten		113 pupils			
Vista del Mar - First Grade		124 pupils			
Vista del Mar - Second Grade				118 pupils	
Vista del Mar - Third Grade				144 pupils	
Sunset - Kindergarten			98 pupils		
Sunset - First Grade			105 pupils		
Sunset - Second Grade					118 pupils
Sunset - Third Grade					102 pupils
Sunset - Fourth Grade	133 pupils				
Sunset - Fifth Grade				131 pupils	
Sunset - Sixth Grade				110 pupils	
Willow - Kindergarten				117 pupils	
Willow - First Grade				110 pupils	
Willow - Second Grade			105 pupils		
Willow - Third Grade			129 pupils		
Willow - Fourth Grade	115 pupils				
Willow - Fifth Grade					135 pupils
Willow - Sixth Grade					130 pupils

Labor Budget						
Program Leaders Required at Supervision Ratio of ≈ 20:1	7 7 6	8 6 7	7 5 6	6 6 7	7 0 6	Total Pupils per week
Total pupils served per day	802	836	700	730	485	3,553
Total PLs Per Day	20	21	18	19	13	
Total CTs Per Day	3	3	3	3	2	**Weekly Labor Cost**
PL Cost per Day @ $100 each	$2,000.00	$2,100.00	$1,800.00	$1,900.00	$1,300.00	**$9,100.00**
CT Cost per Day @ $240 each	$720.00	$720.00	$720.00	$720.00	$480.00	**$3,360.00**
Total Labor Cost	**$2,720.00**	**$2,820.00**	**$2,520.00**	**$2,620.00**	**$1,780.00**	**$12,460.00**
					x 37 weeks* =	**$461,020.00**
					PLs only x 37 weeks* =	$336,700.00

*Includes one week for training/staff development

Projected materials & supplies = $18,000.00

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Facilities and Transportation
Victor Guzman, Director

AGENDA ITEM: AGREEMENT WITH CULVER-NEWLIN FOR FURNITURE AND ACCESSORIES VIA A "PIGGYBACK" AGREEMENT WITH HAWTHORNE SCHOOL DISTRICT BID #13-14-1

BACKGROUND INFORMATION:
Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the original "Piggyback" bid contract.

The District wishes to acquire services such as purchase, warranty and installation of furniture, accessories and related products/items under the Hawthorne School District's Bid No. 13-14-1 which was partially awarded to Culver-Newlin. The District would receive significant savings if purchased through this "Piggyback" contract. The contract's term is valid from July 1, 2016 to June 30, 2017.

RECOMMENDATION:
Approve/Ratify the agreement with Culver-Newlin for furniture and accessories via a "Piggyback" agreement with Hawthorne School District's Bid #13-14-1. All expenses will be paid from the general and redevelopment funds.

☐ Renewal ☒ New ☐ Ammendment ☐ Ratify ☐ Other Business Services Reviews: JRS

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition #:

TBD	General Fund / Redevelopment 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

HAWTHORNE SCHOOL DISTRICT
Furniture and Accessories Bid
BID NUMBER 13-14-1
1/29/14
Prepared By:

CULVER-NEWLIN
FURNITURE FOR SCHOOLS & OFFICES

Kevin Mack
Director of Sales & Marketing
520 E. Rincon Street
Suite# 102
Corona, CA 92879
(949) 597-0123 Phone
(949) 855-9577 Fax
(714) 321-4399 Cell
Web: Culver-Newlin.com

Hawthorne Furniture & Accessories Bid 13-14-1

1/29/2014

MISC. | DVBE | PRICING | BID FORMS | CULVER-NEWLIN

CULVER-NEWLIN
FURNITURE FOR SCHOOLS & OFFICES

Family owned and operated since 1963, Culver-Newlin is celebrating 50 years in the School and Office furniture industry, servicing Southern California's schools and businesses. With our new office, showroom, and distribution center located in Corona, we continue to provide the highest quality products available for your classroom, cafeteria, library/media center, computer lab, early childhood, science labs, music, food court, and outdoor furniture needs as well as offer complete furnishings for the modern and ergonomic workplace. Our sales team and design staff will assist you with space planning, product selection, budget quotations, specifications, and project management.

Customer service has been the foundation of our success for the past 50 years, performing at the highest level in the industry. Our new fleet of delivery trucks and installation team operates out of our new warehouse, office, and distribution facility centrally located in Southern California. We will continue to stock and stage key products during the year for your furniture needs and projects. Our deliveries will always be "set in place" unless otherwise requested.

Culver-Newlin thanks you for your business and we look forward to many more years of servicing the Southern California educational industry.

CULVER-NEWLIN

FURNITURE FOR SCHOOLS & OFFICES

CHAIRS AND SEATING
Classroom Chairs
Folding Chairs
Teacher Chairs
Preschool Chairs
Student Chair Desks
Computer Chairs
Plastic Chairs
Tablet Arm Chairs
Stools
Guest Chairs
Chair Carts
Music Chairs

BOARDS
Chalkboards
Easels
Marker Boards
Bulletin and Tack Boards
Digital Markerboard System

CARTS
Table Carts
Hospitality Carts
Computer Carts

STORAGE
Steel Cabinets
Bookcases
Literature Organizers
Music Storage
Trophy and Display Cases
Laboratory Cabinets
Chair Carts
Table Carts

STAGES
Choral or Band Risers
Portable Stage Units
Folding Mobile Stages
Skirting for Stages

PRESCHOOL AND DAY CARE
Preschool Storage
Preschool Rugs
Wood Furniture
Preschool Chairs
Infant and Toddler
Art
Preschool Tables
Naptime

MUSIC
Music Chairs
Music Stands
Mobile Music Storage Cabinets

RECEPTION/LOBBY
Reception and Lobby Chairs
Coat Racks
Literature Displays
Hospitality Carts
Indoor Directories and Signs
Trophy and Display Cases
Indoor Waste Receptacles
Outdoor Signs and Directories

LOCKER ROOM
Steel Baskets and Racks
Steel Lockers

LIBRARY
Book Carts
Circulation Desks
Computer Access Station
Library Chairs
Library Tables
Study Carrels
Library Tables and Chairs
Library Shelving

DESKS
Classroom Desks
Office Desks
Teacher Desks
Student Chair/Desks
Tablet Arm Desks
Computer Desks

AUDIO VISUAL
Screens
Projectors
Easels
AV Carts
AV Cabinets
Lecterns
Listening Centers and Headphones
Maps and Globes

TABLES
Cafeteria Tables
Classroom Tables
Conference Tables
Folding Tables
Science Bio Tables
Training Seminar Tables
Computer Tables
Table Carts
Round Tables
Activity/Group Study tables

COMPUTER FURNITURE
Computer Access Station
Computer Cabinets
Computer Carts
Computer Desks
Computer Keyboards Drawers
CPU Holders
Computer Chairs
Lan Station
Computer Workstations

SCIENCE LAB
Lab Stools
Lab Tables
Lab Storage

PARTITIONS
Partitions Systems
Wooden Partitions
Portable Classroom Systems

FILE CABINETS
Stackable Storage
Vertical Files
Fire-Proof Files
Mobile Lateral File Storage Cabinets
Modular Files and Cabinets
Lateral Files

PLAYGROUND & OUTDOOR

NOTE: Many installations may require Specialized Contractor's License
Culver-Newlin CSLB #968540 C61-D34

All installers must be employed by the awarded Contractor, unless the District requires prevailing wage. The dealer then may use a third party installation company to meet a District's requirement for prevailing wage. The third party company must meet the district guidelines in order to deliver items at school sites, such as finger printing, background checks.

1.41 Storage Fees

After a thirty day period, a Bidder may require a storage fee charge for holding the furniture and equipment due to delays in the project. The cost will be determined by the time and amount of furniture being stored. All fees will be negotiated between Bidder and District.

1.42 Re-delivery

If a re-delivery is required there may be an additional charge by the awarded Bidder. The additional fee will be agreed upon by the District and Bidder.

1.43 PIGGYBACK CLAUSE

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the Contractor,** other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to Section §20118 (K-12) and §20652 (Community Colleges) of the Public Contract Code.

The Hawthorne School District waives its right to require such other districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, to draw their warrants in the favor of the District as provided by said code sections.

Acceptance or rejection of this clause <u>will not</u> affect the outcome of this bid.

Piggyback Option granted: MS (Please initial)

OR

Piggyback Option not granted: _____ (Please initial)

This page must include with initials in blue ink and submitted with your completed bid package.

END OF SECTION

BID PROPOSAL FORM

TO: **HAWTHORNE SCHOOL DISTRICT**, a California School District, acting by and through its Board of Education ("District"), 14120 S. Hawthorne Boulevard, Hawthorne, California 90250.

FROM: CN School and Office Solutions dba Culver-Newlin
(Name of Bidder as listed on License)

520 E. Rincon Street Unit 102
(Address)

Corona, California 92879
(City, State, Zip Code)

(949) 597-0123
(Telephone)

(949) 8559577
(Fax)

Martin E Schlom, President Margaret Achlom, Secretary
(Name(s) of Bidder's Authorized Representative(s) & Title)

1.01 Bid Proposal.

A. **Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

BID #13-14-1 FURNITURE AND ACCESSORIES BID

GO TO APPENDIX A

B. **Acknowledgment of Bid Addenda.** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

***Initial only <u>one</u>* of the following:**

2 **Addenda Numbers** 1; 2; ____; ____; ____; ____ **were received, acknowledged (initial if applicable) and incorporated into this Proposal.**

OR

GP/V3/11-25-2013 ml

All installers must be employed by the awarded Contractor, unless the District requires prevailing wage. The dealer then may use a third party installation company to meet a District's requirement for prevailing wage. The third party company must meet the district guidelines in order to deliver items at school sites, such as finger printing, background checks.

1.41 Storage Fees

After a thirty day period, a Bidder may require a storage fee charge for holding the furniture and equipment due to delays in the project. The cost will be determined by the time and amount of furniture being stored. All fees will be negotiated between Bidder and District.

1.42 Re-delivery

If a re-delivery is required there may be an additional charge by the awarded Bidder. The additional fee will be agreed upon by the District and Bidder.

1.43 PIGGYBACK CLAUSE

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the Contractor,** other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to Section §20118 (K-12) and §20652 (Community Colleges) of the Public Contract Code.

The Hawthorne School District waives its right to require such other districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, to draw their warrants in the favor of the District as provided by said code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback Option granted: X (Please initial)

OR

Piggyback Option not granted: _____ (Please initial)

1.44 GOOD FINANCIAL STANDING WITH MANUFACTURER(S)

If awarded, the District may require a letter from the manufacturer(s) to ensure that dealer/distributor is in good financial standing and is an authorized dealer of the awarded manufacturer. If by chance a dealer/distributor is not an authorized dealer/distributor and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The District reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

This page must include with initials in blue ink and submitted with your completed bid package.

END OF SECTION (page revised 12/9/2013 – Addendum # 1)

Hawthorne School District
14120 S. Hawthorne Blvd.
Hawthorne, CA 90250

ADDENDUM NUMBER 1
Bid Number 13-14-1
Furniture and Accessories Bid
December 9, 2013

This addendum forms a part of the Contract documents and modifies the original Bidding Documents. The following revisions, clarifications, deletions and/or additions shall be made to the bid documents for Bid No. 13-14-1. All other requirements of the contract documents shall remain the same. **It is mandatory to acknowledge receipt of this addendum by inserting its number in the location provided for on the Bid Proposal.**

I. Clarification

The Hawthorne School District is providing clarification and revisions as a result of written questions received after the Mandatory Pre-Bidder's Conference.

1. Fleetwood is the manufacturer of Harmony Collection-Instrument and Music Storage Solutions.
2. Engineered Storage Systems (Cunningham Storage Systems), bid form has been revised to include sizes.
3. SICO was added as an additional line item at the end of the Revised Bid Proposal Form Submittal.
4. A MS Excel formatted spreadsheet has been uploaded for your convenience. Bids are not to be submitted electronically; this format is only for convenience as discussed in the Mandatory Pre-Bidder's Conference.

II. Revised Forms

1. Page 17 Instruction to Bidders is being replaced, adding Clause 1.44, awarded bidder(s) will be require to provide a letter from the manufacturers to insure all dealers/distributors are in good financial standing and are authorized dealer of the awarded manufacturer. Download form using Revisions for Addendum #1 and include it in your bid package.
2. Download Revised Bid Proposal Form Submittal with the modifications discussed in Section I above.

End of Addendum #1

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Maintenance, Operations, Facilities and Transportation
Victor Guzman, Director

AGENDA ITEM: AGREEMENT WITH FORENSIC ANALYTICAL CONSULTING SERVICES

BACKGROUND INFORMATION:
Forensic Analytical Consulting Services will perform various types of environmental testing throughout the District that will protect the District from possible environmental issues that may arise. Forensic Analytical Consulting Services will test various District sites before starting any major maintenance or construction projects. These services will be utilized on an "as needed" basis.

RECOMMENDATION:
Approve/Ratify the agreement with Forensic Analytical Consulting Services at an amount not to exceed $5,000.00 from the general fund.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☒ **Ratify** ☐ **Other** **Business Services Reviewed:** _____

Financial Implications? ☒ Yes ☐ No

Are funds for this item included in the 2016-2017 Budget? ☒ Yes ☐ No

Requisition # from PeopleSoft:

$5,000.00	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
4350 Otay Mesa Road, San Ysidro, CA 92173

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 18th day of August, by and between the San Ysidro School District, hereinafter called the "District", and

Forensic Analytical Consulting Services (FACS) Company/Consultant	858-247-1051 Telephone Number
5080 Shoreham Place Suite 205, San Diego, CA 92122 Address	ktrapane@forensicanalytical.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: August 24, 2016 To: June 30, 2017

The Initial Term of this Agreement as noted, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term only by written amendment. Should the Parties agree to extend the term of this Agreement; the Agreement can only be extended on a year-to-year basis with written approval unless otherwise indicated in writing and in accordance with the law.

2 FEES AND PAYMENTS

2.1 FEES

District shall pay Consultant for the specified services as reflected on ***Exhibit A*** during this contract term.

2.2 PAYMENTS

Consultant shall submit to District an itemized invoice which indicates work completed by Consultant. District shall review each invoice and/or receipts submitted to determine that the work performed and expenses incurred are in compliance with the provisions of this Agreement. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

3. ADDITIONAL SERVICES.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work as described herein. No such extra work may be undertaken unless a written order is first given by the District Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval or ratification of the Contract Officer. However, any increase in compensation beyond the Contract Sum, for services beyond what is contemplated in the Contract, must be approved or ratified by the Board of Education in a signed writing prior to any payment. Additionally, any other increases, extensions or renewals must be approved in writing by the Board of Education. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 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:	Forensic Analytical Consulting Services (FACS)
Name:	Karen Trapane
Title:	Director
Address:	5080 Shoreham Place Suite 205
City/State/Zip code:	San Diego, CA 92122
Telephone:	858-247-1051
Email:	ktrapane@forensicanalytical.com

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 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	**DISTRICT**
Forensic Analytical Consulting Services (FACS) Firm Name	SAN YSIDRO SCHOOL DISTRICT Firm Name
DocuSigned by: Sharon Reeves Signature of Authorized Agent	Signature
Sharon Reeves, COO Print Name, Title	Jose Arturo Sanchez Macias, Chief Operating Officer Print Name, Title
August 18, 2016 Date:	Date
858-247-1051 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

Statement of Work

2016 Standard Fee Schedule - CA

Labor

	Rate per hour
CIH/Principal Scientist	$220
Senior Project Manager	$170
Project Manager	$140
Project Specialist	$110
Technician	$ 95
Project Coordinator	$ 95
Administrative Support	$ 70
Deposition/Testimony	Rate x 1.5
Emergency Response (case-by-case basis)	Rate x 2
Overtime	Rate x 1.5

Laboratory Services

Microbiology

Non-Viable Air	$ 65
Non-Viable Bulk	$ 50
Standard turnaround time: 3 to 5 days	
Viable Air (Asp/Stachybotrys)	$ 70
Viable Air (Full Speciation)	$230
Viable Bulk (Asp/Stachybotrys)	$ 75
Viable Bulk (Full Speciation)	$280
Turnaround time: 10 to 14 days	
PCR (1 species)	$ 45
PCR (8 species)	$195
PCR (16 species)	$295
Standard turnaround time: 5 days	

Rush Services

Same Day	x 2.5
1-Day	x 2
2-Day	x 1.5

Miscellaneous

Mileage	Cost plus 15%
Reimbursables	Cost plus 15%
Equipment and Consumables	Cost plus 15%

Asbestos

PCM (air)	$ 14
PLM (bulk)	$ 16
Standard turnaround time: 3 to 5 days	
TEM (air)	$150
Standard turnaround time: 24 hours	

OTHER

AAS (individual metals)	$ 18
Standard turnaround time: 5 days	
Particle ID	$175
Standard turnaround time: 10 days	
Gravimetric	$ 30
Standard turnaround time: 24 hours	

Please contact us for a complete list of services.

SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: August 23, 2016

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT:
Educational Services
Tony Hua, Assistant Superintendent

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH SOUTH BAY COMMUNITY SERVICES FOR SCHOOL-BASED PREVENTION AND EARLY INTERVENTION (PEI)

BACKGROUND INFORMATION:
On February 11, 2016 the Governing Board approved the District's participation in the School-Based Prevention and Early Intervention (PEI) grant program with South Bay Community Services.

South Bay Community Services and the District will work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3rd grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego.

RECOMMENDATION:
Approve/Ratify the Memorandum of Understanding with South Bay Community Services to provide School-Based Prevention and Early Intervention (PEI) services during school year 2016-2017 at no cost to the District.

☐ **Renewal** ☒ **New** ☐ **Amendment** ☐ **Ratify** ☐ **Other** **Business Services Reviewed:** JASM

Financial Implications? ☐ Yes ☒ No

Are funds for this item available in the 2016-2017 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

MEMORANDUM OF UNDERSTANDING

This represents an agreement between **South Bay Community Services** (SBCS) and **San Ysidro School District** (SYSD). SBCS and SYSD intend to work together to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3rd grade residing in the South Region of San Diego County under the School Age Prevention and Early Intervention Services Program funded by the County of San Diego. To this end, each agency agrees to participate by coordinating/providing the following services:

South Bay Community Services agrees to provide:

- Act as lead agency for administration, fiscal management, and quality assurance of the project.
- Operate the social-emotional evidence-based early intervention program (Incredible Years) including the hiring, training, and supervision of program staff.
- Provide services to families using the Promotora model that includes prevention, community education and outreach.
- Services can only be provided on school campuses designated in SBCS' county contract.
- Incredible Years curriculum will be provided in classrooms as well as in small group settings with identified students and parents.
- Oversee data gathering and reporting.
- Provide access to non-confidential SBCS facility sites for the purpose of providing services to clients.
- Provide and share information with SYSD as a means to support youth/family participation, engagement, and progress under HIPAA guidelines.
- Participate in school and/or district meetings as required or needed.
- Facilitate as needed in-service trainings for district staff that assist schools in understanding the target population.
- Provide outreach activities at school sites as needed.
- Maintain regular communication with district representative regarding referrals, waitlist times, referral disposition, regional needs, and program updates.

San Ysidro School District agrees to provide:

- Provide SBCS program staff with appropriate office and programmatic space at client's school to provide services and outreach/education on county contracted school campuses on a year-round basis to students and their families.
- Implement a screening tool, selected by SBCS, to all PreK through 3rd grade students at identified schools.
- Refer appropriate students and parents to the program.
- Allow SBCS staff to provide services in-class as needed.
- Complete student evaluations/surveys as requested by SBCS.
- Provide and share information with SBCS as a means to support youth/family participation, progress, and evaluation under HIPAA guidelines. Information includes, but is not limited to attendance, grades, and behavioral reports.
- Participate in SBCS meetings as needed.
- Maintain regular communication with SBCS Program Director regarding referrals, referral outcomes, and other needs ensuring optimal collaboration.

This agreement is effective from July 1, 2016 through June 30, 2017, and for up to 4 option years through June 30, 2021. The agreement will be automatically renewed each year unless terminated sooner. This agreement terminates when County of San Diego Health & Human Services Agency funding for the project ends or either party may terminate this agreement by providing written notice of not less than thirty (30) days to the other party.

South Bay Community Services	San Ysidro School District
_____	_____
Kathryn Lembo, President/CEO	Julio Fonseca, Ed.D., Superintendent
Date: _____	Date: _____

Governing Board
Marcos A. Diaz, President
Rodolfo Linares, Vice-President
Steven Kinney, Clerk
Antonio Martinez, Member
Rosaleah Pallasigue, Member

San Ysidro School District

"Quality education and opportunity for all students to succeed."

Julio Fonseca, Ed.D.
Superintendent

Jose Arturo Sanchez Macias
Chief Operating Officer

February 8, 2016

Kathryn Lembo, President & CEO
South Bay Community Services
430 F Street
Chula Vista, CA 91910

Dear Ms. Lembo,

Please accept this Letter of Intent demonstrating that the San Ysidro School District intends to partner with South Bay Community Services to provide School-Based Prevention and Early Intervention (PEI) services for children in preschool through 3rd grade, and their families, at one to three qualifying schools in our district. The schools will serve a high concentration of low income Latino families who live in high risk communities. I am writing to express my wholehearted support of your application to the County of San Diego, HHSA, BHS, for funding to provide these services.

We support SBCS in this endeavor because of your agency's experience providing crucial services for at-risk children and their families, including the Community Assessment Teams (CAT), mental health services, domestic violence services, Community Services for Families, etc. The school-age PEI services will be a natural extension to the family-centered, strengths-based services that you already provide to our community.

San Ysdiro School District believes the goals and objectives of this program align with the priorities set forth by the County of San Diego and represents what our community needs. We are excited to collaborate with SBCS and support this application for the School-Based Prevention and Early Intervention Program.

Respectfully,

J Arturo Sanchez Macias
Chief Operating Officer

4350 Otay Mesa Road, San Ysidro, CA 92173-1685 • (619) 428-4476 Ext.3004 • Fax (619) 428-9355 • E-mail: arturo.macias@syad.k12.ca.us

San Ysidro School District "prohibits unlawful discrimination against and/or harassment of district employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender or sexual orientation, at any district site and/or activity." Board Policy 4030