

# San Ysidro School District Governing Board

## AGENDA

### #2

Thursday

September 10, 2015

Closed Session: 4:30 p.m.-6:00 p.m.

Open Session: 6:00 p.m.

#### **WELCOME**

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

Multicultural Complex  
4345 Otay Mesa Road  
San Ysidro

# BUSINESS

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:** Business Services

**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 are purchase orders incurred by the district during the period July 28, 2015 through August 26, 2015 (Report #2):  
▪ General Fund: A70200, A70202-A70243, A70247-A70252, A70255-A70260, A70262-A70269, A70271, A70273-A70288, A70290-A70296, A70298-A70300, A70302-A70304, A70306-A70308, A70310, A70312-A70343.  
▪ Child Development Fund: A70301  
▪ Cafeteria Fund: A70201, A70244-A70246, A70253-A70254, A70270, A70289, A70297, A70305, A70309, A70311  
▪ Building Fund: A70261

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Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** JKM

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

As listed above

(Name of funding source and/or location)

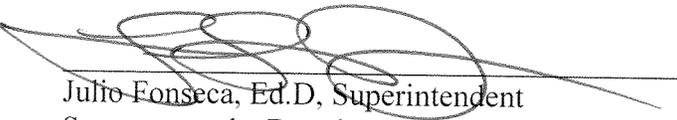
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(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

| PO DATE   | PO #   | VENDOR NAME                   | FUND NUMBER | REQUISITION INFORMATION | ORDER AMT. |
|-----------|--------|-------------------------------|-------------|-------------------------|------------|
| 7/28/2015 | A70200 | CALIFORNIA LATINO SCHOOL      | 3           | REGISTRATION FEE        | 1,924.75   |
| 7/30/2015 | A70202 | AMAZON.COM, INC.              | 3           | EQUIPMENT               | 655.99     |
| 7/30/2015 | A70203 | STAPLES, INC.                 | 3           | OFFICE SUP              | 293.68     |
| 7/30/2015 | A70204 | STAPLES, INC.                 | 3           | OFFICE SUP              | 70.19      |
| 7/31/2015 | A70205 | UNISOURCE WORLDWIDE INC.      | 3           | SCHOOL SUP.             | 1,108.40   |
| 7/31/2015 | A70206 | SIR SPEEDY PRINTING 02890     | 3           | OFFICE SUP              | 63.72      |
| 7/31/2015 | A70207 | SIR SPEEDY PRINTING 02890     | 3           | OFFICE SUP              | 191.16     |
| 8/3/2015  | A70208 | MAINTEX, INC                  | 3           | OFFICE SUP              | 179.01     |
| 8/3/2015  | A70209 | WESTERN GRAPHIX               | 3           | CUSTODIAL SUP.          | 2,468.20   |
| 8/3/2015  | A70210 | I B TROPHIES & AWARDS         | 3           | EQUIPMENT               | 23.22      |
| 8/3/2015  | A70211 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 78.83      |
| 8/3/2015  | A70212 | TIME AND ALARM SYSTEMS        | 6           | CONTRACTED SERVICES     | 190.00     |
| 8/3/2015  | A70213 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 149.02     |
| 8/3/2015  | A70214 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 164.98     |
| 8/3/2015  | A70215 | SCHOOL MATE                   | 3           | INST. SUP.              | 1,208.42   |
| 8/3/2015  | A70216 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 51.29      |
| 8/3/2015  | A70217 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 83.03      |
| 8/3/2015  | A70218 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 78.59      |
| 8/3/2015  | A70219 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 670.57     |
| 8/3/2015  | A70220 | SOUTHWEST SCHOOL & OFFICE     | 3           | SCHOOL SUP.             | 1,427.16   |
| 8/3/2015  | A70221 | OFFICE DEPOT                  | 3           | SCHOOL SUP.             | 4,369.98   |
| 8/3/2015  | A70222 | STANDARD STATIONERY SUPPLY CO | 3           | SCHOOL SUP.             | 848.23     |
| 8/4/2015  | A70223 | ANYTIME SIGN SOLUTION, INC    | 6           | CONTRACTED SERVICES     | 2,099.11   |
| 8/4/2015  | A70224 | PENSKE TRUCK LEASING          | 3           | CONTRACTED SERVICES     | 2,000.00   |
| 8/4/2015  | A70225 | MAX-ABILITY, INC.             | 6           | EQUIPMENT               | 5,227.20   |
| 8/4/2015  | A70226 | AMAZON.COM, INC.              | 3           | OFFICE SUP              | 44.00      |
| 8/4/2015  | A70227 | SAN DIEGO COUNTY              | 3           | OFFICE SUP              | 777.60     |
| 8/4/2015  | A70228 | BEAR COMMUNICATIONS, INC.     | 3           | CONTRACTED SERVICES     | 560.00     |
| 8/5/2015  | A70229 | DOMTAR PAPER CO. LLC          | 3           | SCHOOL SUP.             | 5,702.40   |
| 8/5/2015  | A70230 | US GAMES                      | 3           | SCHOOL SUP.             | 2,326.90   |
| 8/6/2015  | A70231 | OFFICE DEPOT                  | 6           | OFFICE SUP              | 300.00     |
| 8/6/2015  | A70232 | FEDEX                         | 6           | POSTAGE                 | 200.00     |
| 8/6/2015  | A70233 | N2Y INC                       | 6           | CONTRACTED SERVICES     | 2,430.00   |
| 8/6/2015  | A70234 | FEINER SUPPLY                 | 6           | INST. SUP.              | 437.40     |
| 8/6/2015  | A70235 | MEDICAL BILLING TECHNOLOGIES, | 6           | CONTRACTED SERVICES     | 1,000.00   |

| PO DATE   | PO #   | VENDOR NAME                   | FUND NUMBER | REQUISITION INFORMATION | ORDER AMT. |
|-----------|--------|-------------------------------|-------------|-------------------------|------------|
| 8/6/2015  | A70236 | AUDIOMETRICS                  | 3           | CONTRACTED SERVICES     | 135.00     |
| 8/6/2015  | A70237 | ECS IMAGING, INC              | 3           | EQUIPMENT               | 3,427.20   |
| 8/6/2015  | A70238 | GRAVIC REMARK PRODUCTS        | 3           | CONTRACTED SERVICES     | 2,250.00   |
| 8/6/2015  | A70239 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 70.59      |
| 8/6/2015  | A70240 | WIRELESS PRO'S                | 6           | OFFICE SUP              | 200.00     |
| 8/6/2015  | A70241 | LUZ E LARIOS CONSULTANT &     | 3           | CONTRACTED SERVICES     | 5,000.00   |
| 8/10/2015 | A70242 | BEST BUY                      | 3           | EQUIPMENT               | 950.39     |
| 8/10/2015 | A70243 | WAXIE SANITARY SUPPLY         | 3           | CUSTODIAL SUP.          | 651.94     |
| 8/10/2015 | A70247 | RUSS' BEE REMOVAL             | 6           | CONTRACTED SERVICES     | 100.00     |
| 8/10/2015 | A70248 | DION INTERNATIONAL TRUCK INC. | 3           | CONTRACTED SERVICES     | 5,522.50   |
| 8/10/2015 | A70249 | JOHNSON CONTROLS              | 6           | CONTRACTED SERVICES     | 2,423.00   |
| 8/10/2015 | A70250 | WESTERN GRAPHIX               | 3           | TRANSPORTATION EXPENSE  | 231.13     |
| 8/10/2015 | A70251 | SOUTH BAY FENCE, INC.         | 6           | CONTRACTED SERVICES     | 745.00     |
| 8/10/2015 | A70252 | OFFICE DEPOT                  | 3           | OFFICE SUP              | 50.13      |
| 8/12/2015 | A70255 | JENNIFER LIN WONG             | 3           | PROF. SERVICES          | 5,000.00   |
| 8/12/2015 | A70256 | EMPLOYMENT DEVELOPMENT DEPT.  | 3           | CONTRACTED SERVICES     | 269.25     |
| 8/12/2015 | A70257 | NEXUS IS, INC.                | 3           | PARTS                   | 500.00     |
| 8/13/2015 | A70258 | ASSI SECURITY, INC.           | 3           | CONTRACTED SERVICES     | 500.00     |
| 8/13/2015 | A70259 | BOYS & GIRLS CLUB             | 6           | PROF. SERVICES          | 23,633.53  |
| 8/13/2015 | A70260 | LEAL & TREJO APC              | 3           | LEGAL FEES              | 46,353.77  |
| 8/13/2015 | A70262 | WAXIE SANITARY SUPPLY         | 3           | CUSTODIAL SUP.          | 2,657.06   |
| 8/13/2015 | A70263 | JOHNSON CONTROLS              | 6           | CONTRACTED SERVICES     | 2,168.11   |
| 8/13/2015 | A70264 | JOHNSON CONTROLS              | 6           | CONTRACTED SERVICES     | 669.00     |
| 8/13/2015 | A70265 | COURTNEY TIRE SERVICE         | 6           | CONTRACTED SERVICES     | 1,000.00   |
| 8/13/2015 | A70266 | THE CITY LINK FOUNDATION      | 3           | CONTRACTED SERVICES     | 10,000.00  |
| 8/13/2015 | A70267 | RUSS' BEE REMOVAL             | 6           | CONTRACTED SERVICES     | 150.00     |
| 8/13/2015 | A70268 | HOWARD B. WIENER              | 3           | PROF. SERVICES          | 3,000.00   |
| 8/13/2015 | A70269 | WIRELESS PRO'S                | 6           | OFFICE SUP              | 300.00     |
| 8/13/2015 | A70271 | AMAZON.COM, INC.              | 3           | EQUIPMENT               | 1,164.07   |
| 8/17/2015 | A70273 | CASA DE PUEBLO                | 3           | PROF. SERVICES          | 190.00     |
| 8/17/2015 | A70274 | ACSA                          | 3           | REGISTRATION FEE        | 1,255.00   |
| 8/17/2015 | A70275 | SIR SPEEDY PRINTING 02890     | 3           | OFFICE SUP              | 59.00      |
| 8/17/2015 | A70276 | SUNTEX INTERNATIONAL INC      | 6           | INST. SUP.              | 588.00     |
| 8/17/2015 | A70277 | WILLIAM V. MAC GILL & CO.     | 6           | MEDICAL SUP.            | 286.20     |
| 8/17/2015 | A70278 | OFFICE DEPOT                  | 6           | OFFICE SUP              | 575.67     |

118.1

| PO DATE   | PO #   | VENDOR NAME                    | FUND NUMBER | REQUISITION INFORMATION | ORDER AMT. |
|-----------|--------|--------------------------------|-------------|-------------------------|------------|
| 8/17/2015 | A70279 | HOUGHTON MIFFLIN COMPANY       | 6           | INST. SUP.              | 17,497.30  |
| 8/17/2015 | A70280 | SIR SPEEDY PRINTING 02890      | 6           | OFFICE SUP              | 63.72      |
| 8/17/2015 | A70281 | FUN AND FUNCTION, LLC          | 6           | INST. SUP.              | 104.04     |
| 8/17/2015 | A70282 | STOTZ EQUIPMENT                | 3           | GROUND SUP.             | 3,000.00   |
| 8/17/2015 | A70283 | STAPLES, INC.                  | 3           | EQUIPMENT               | 382.63     |
| 8/17/2015 | A70284 | SAN DIEGO COUNTY SUPERINTENDEN | 3           | REGISTRATION FEE        | 25.00      |
| 8/18/2015 | A70285 | FUN AND FUNCTION, LLC          | 6           | INST. SUP.              | 983.76     |
| 8/18/2015 | A70286 | SIR SPEEDY PRINTING 02890      | 3           | OFFICE SUP              | 63.72      |
| 8/18/2015 | A70287 | OFFICE DEPOT                   | 3           | REFRESHMENTS            | 215.84     |
| 8/18/2015 | A70288 | DOMINO EVENTS                  | 3           | REGISTRATION FEE        | 1,300.00   |
| 8/18/2015 | A70290 | SIR SPEEDY PRINTING 02890      | 3           | OFFICE SUP              | 63.72      |
| 8/18/2015 | A70291 | JOHNSON CONTROLS               | 6           | CONTRACTED SERVICES     | 1,817.00   |
| 8/18/2015 | A70292 | SCHMIDT FIRE PROTECTION CO INC | 6           | CONTRACTED SERVICES     | 1,999.00   |
| 8/18/2015 | A70293 | SCHMIDT FIRE PROTECTION CO INC | 6           | CONTRACTED SERVICES     | 11,364.00  |
| 8/18/2015 | A70294 | SCHMIDT FIRE PROTECTION CO INC | 6           | CONTRACTED SERVICES     | 6,897.00   |
| 8/18/2015 | A70295 | SCHMIDT FIRE PROTECTION CO INC | 6           | CONTRACTED SERVICES     | 1,859.00   |
| 8/20/2015 | A70296 | XEROX CORPORATION              | 3-6         | CONTRACTED SERVICES     | 151,375.82 |
| 8/20/2015 | A70298 | AUTO UPHOLSTERY MASTERS        | 6           | CONTRACTED SERVICES     | 1,000.00   |
| 8/20/2015 | A70299 | PARADIGM HEALTHCARE SERVICES   | 3           | CONTRACTED SERVICES     | 24,875.00  |
| 8/20/2015 | A70300 | THE MARKETBOARD PEOPLE         | 3           | OFFICE SUP              | 648.00     |
| 8/20/2015 | A70302 | SOUTHLAND TECHNOLOGY, INC.     | 3           | OFFICE SUP              | 225.18     |
| 8/20/2015 | A70303 | KONE INC                       | 6           | CONTRACTED SERVICES     | 639.61     |
| 8/20/2015 | A70304 | OTAY MESA CHAMBER OF COMMERCE  | 3           | DUES & MEMBERSHIPS      | 125.00     |
| 8/21/2015 | A70306 | SAFETY-KLEEN SYSTEMS, INC.     | 6           | CONTRACTED SERVICES     | 7,094.00   |
| 8/21/2015 | A70307 | OFFICE DEPOT                   | 6           | OFFICE SUP              | 296.99     |
| 8/21/2015 | A70308 | OFFICE DEPOT                   | 6           | OFFICE SUP              | 21.59      |

| PO DATE   | PO #   | VENDOR NAME                    | FUND NUMBER | REQUISITION INFORMATION | ORDER AMT. |
|-----------|--------|--------------------------------|-------------|-------------------------|------------|
| 8/21/2015 | A70310 | BOYS & GIRLS CLUB              | 6           | CONTRACTED SERVICES     | 350,000.00 |
| 8/21/2015 | A70312 | MANSION ATHLETICS              | 3           | INST. SUP.              | 230.11     |
| 8/21/2015 | A70313 | SAN DIEGO COUNTY SCHOOL BOARDS | 3           | DUES & MEMBERSHIPS      | 149.14     |
| 8/21/2015 | A70314 | STANLEY CONVERGENT SECURITY    | 6           | CONTRACTED SERVICES     | 295.00     |
| 8/21/2015 | A70315 | STANLEY CONVERGENT SECURITY    | 6           | CONTRACTED SERVICES     | 251.00     |
| 8/21/2015 | A70316 | STANLEY CONVERGENT SECURITY    | 6           | CONTRACTED SERVICES     | 251.00     |
| 8/21/2015 | A70317 | STANLEY CONVERGENT SECURITY    | 6           | CONTRACTED SERVICES     | 348.30     |
| 8/21/2015 | A70318 | WAXIE SANITARY SUPPLY          | 3           | CUSTODIAL SUP.          | 6,891.83   |
| 8/21/2015 | A70319 | OFFICE DEPOT                   | 3           | OFFICE SUP              | 1,084.51   |
| 8/21/2015 | A70320 | ROYAL TRUCK BODY               | 6           | CONTRACTED SERVICES     | 935.27     |
| 8/21/2015 | A70321 | J&E PRO AUDIO LLC              | 3           | EQUIPMENT               | 382.31     |
| 8/21/2015 | A70322 | OFFICE DEPOT                   | 3           | OFFICE SUP              | 247.92     |
| 8/24/2015 | A70323 | ROCHESTER 100 INC.             | 3           | INST. SUP.              | 745.20     |
| 8/24/2015 | A70324 | OFFICE DEPOT                   | 3           | OFFICE SUP              | 1,441.96   |
| 8/24/2015 | A70325 | OFFICE DEPOT                   | 3           | OFFICE SUP              | 107.03     |
| 8/24/2015 | A70326 | KOMPAN, INC.                   | 6           | MAINT. SUP.             | 360.89     |
| 8/24/2015 | A70327 | KOMPAN, INC.                   | 6           | MAINT. SUP.             | 191.41     |
| 8/24/2015 | A70328 | SAN DIEGO ELECTRIC             | 6           | MAINT. SUP.             | 500.00     |
| 8/24/2015 | A70329 | DUNN-EDWARDS CORP.             | 6           | MAINT. SUP.             | 800.00     |
| 8/24/2015 | A70330 | PARADIGM HEALTHCARE SERVICES   | 6           | CONTRACTED SERVICES     | 6,000.00   |
| 8/24/2015 | A70331 | XEROX CORPORATION              | 3-6         | CONTRACTED SERVICES     | 35,542.80  |
| 8/24/2015 | A70332 | VORTEX INDUSTRIES, INC.        | 6           | CONTRACTED SERVICES     | 393.38     |
| 8/24/2015 | A70333 | STOTZ EQUIPMENT                | 3           | EQUIPMENT               | 8,634.60   |
| 8/26/2015 | A70334 | SCHOLASTIC BOOK FAIR           | 3           | INST. SUP.              | 2,246.51   |
| 8/26/2015 | A70335 | OFFICE DEPOT                   | 3           | OFFICE SUP              | 68.73      |
| 8/26/2015 | A70336 | OFFICE DEPOT                   | 3           | OFFICE SUP              | 70.44      |
| 8/26/2015 | A70337 | KOMPAN, INC.                   | 6           | EQUIPMENT               | 2,046.60   |
| 8/26/2015 | A70338 | TIME AND ALARM SYSTEMS         | 6           | CONTRACTED SERVICES     | 2,286.52   |
| 8/26/2015 | A70339 | SOUTHLAND TECHNOLOGY, INC.     | 3           | EQUIPMENT               | 24,693.98  |
| 8/26/2015 | A70340 | SOUTHLAND TECHNOLOGY, INC.     | 3           | EQUIPMENT               | 5,189.60   |
| 8/26/2015 | A70341 | SOUTHLAND TECHNOLOGY, INC.     | 3           | EQUIPMENT               | 7,256.50   |
| 8/26/2015 | A70342 | SOUTHLAND TECHNOLOGY, INC.     | 3           | EQUIPMENT               | 38,997.73  |
| 8/26/2015 | A70343 | SOUTHLAND TECHNOLOGY, INC.     | 3           | EQUIPMENT               | 366.03     |

Total for 3 & 6 894,421.79

| PO DATE   | PO #   | VENDOR NAME                    | FUND NUMBER | REQUISITION INFORMATION | ORDER AMT.        |
|-----------|--------|--------------------------------|-------------|-------------------------|-------------------|
| 8/20/2015 | A70301 | XEROX CORPORATION              | 12-6        | MAINTENANCE AGREEMENT   | 3,579.42          |
|           |        |                                |             | <b>Total for 12-6</b>   | <b>3,579.42</b>   |
| 7/29/2015 | A70201 | SALUM REVILLA ENTERPRISES LLC  | 13          | CONTRACTED SERVICES     | 2,160.00          |
| 8/10/2015 | A70244 | SAN DIEGO RESTAURANT SUPPLY    | 13          | EQUIPMENT               | 10,581.84         |
| 8/10/2015 | A70245 | ZONAR SYSTEMS                  | 13          | CONTRACTED SERVICES     | 431.76            |
| 8/10/2015 | A70246 | CDE,CASHIER'S OFFICE           | 13          | CAFETERIA FOOD          | 14,518.45         |
| 8/10/2015 | A70253 | P&R PAPER SUPPLY COMPANY, INC. | 13          | CAFETERIA PAPER GOODS   | 3,174.66          |
| 8/12/2015 | A70254 | OFFICE DEPOT                   | 13          | OFFICE SUP              | 393.39            |
| 8/13/2015 | A70270 | AMAZON.COM, INC.               | 13          | CAFETERIA SUP.          | 61.92             |
| 8/17/2015 | A70272 | SAN DIEGO RESTAURANT SUPPLY    | 13          | CAFETERIA SUP.          | 1,678.16          |
| 8/18/2015 | A70289 | SAN DIEGO RESTAURANT SUPPLY    | 13          | CAFETERIA SUP.          | 161.84            |
| 8/20/2015 | A70297 | INDIGO BRIDGE TECHNOLOGIES LLC | 13          | CONTRACTED SERVICES     | 347.00            |
| 8/20/2015 | A70305 | XEROX CORPORATION              | 13          | CONTRACTED SERVICES     | 842.40            |
| 8/21/2015 | A70309 | AMAZON.COM, INC.               | 13          | CAFETERIA SUP.          | 405.43            |
| 8/21/2015 | A70311 | P&R PAPER SUPPLY COMPANY, INC. | 13          | CAFETERIA PAPER GOODS   | 5,177.53          |
|           |        |                                |             | <b>Total for 13</b>     | <b>39,934.38</b>  |
| 8/13/2015 | A70261 | LEAL & TREJO APC               | 21-10       | LEGAL FEES              | 4,042.00          |
|           |        |                                |             | <b>Total for 21-10</b>  | <b>4,042.00</b>   |
|           |        |                                |             | <b>Grand Total</b>      | <b>941,977.59</b> |

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

**FROM:** Dr. Julio Fonseca  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services

**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 July 27, 2015 through August 21, 2015. Listing sheets #663 through #680. Payments were made with checks #12-432051 through #12-436899 for a total expenditure of \$832,489.03.

General Fund - \$656,470.53  
Cafeteria Fund - \$170,917.80  
Building Fund - \$4,262.00  
Child Development Fund- \$838.70

**RECOMMENDATION:**

Approve/Ratify expenditures incurred by the district during the period of July 27, 2015 through August 21, 2015. Listing sheets #663 through #680. Payments were made with checks #12-432051 through #12-436899 for a total expenditure of \$832,489.03.

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Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/20/2015 AT 20:39  
 DISTRICT: 033

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

PAGE 24  
 WARRANT DATE 08/21/2015

| VENDOR NUMBER           | VENDOR NAME       | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION                      |
|-------------------------|-------------------|----------------|----------------|----------------|----------------|-------------|---|
| 001641                  | XEROX CORPORATION | 12-436899      | 236.18         | 236.18         | 13-00          | 5310-000    | 3700-000 5600-005 085                     |
| 001641                  | XEROX CORPORATION | 12-436899      | 236.18         | 236.18         | 13-00          | 5310-000    | 3700-000 5600-005 085                     |
| *** TOTALS FOR FUND *** |                   |                |                |                |                |             | 236.18 (INVOICE)<br>236.18 (DISTRIBUTION) |

6580

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/20/2015 AT 20:39  
 DISTRICT: 033

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

PAGE 23  
 WARRANT DATE 08/21/2015

| VENDOR NUMBER           | VENDOR NAME       | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION  |
|-------------------------|-------------------|----------------|----------------|----------------|----------------|---------------|-----------------------|
| 001641                  | XEROX CORPORATION | 12-436898      | 472.36         | 472.36         | XEROX1         | A70301        |                       |
| 001641                  | XEROX CORPORATION | 12-436898      | 472.36         | 472.36         | 12-06 6105-000 | 0001 1000-000 | 5600-006 076          |
| *** TOTALS FOR FUND *** |                   |                |                |                |                |               |                       |
|                         |                   |                |                |                |                |               | 472.36 (INVOICE)      |
|                         |                   |                |                |                |                |               | 472.36 (DISTRIBUTION) |

679

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/20/2015 AT 20:39  
 DISTRICT: 033

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

PAGE 22  
 WARRANT DATE 08/21/2015

| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|-------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 004628        | FOLLETT SCHOOL SOLUTIONS, INC | 12-436892      |                | 9,701.02       | 841224         | A70183      |                       |
|               |                               |                | 9,701.02       | 9,701.02       | 06-00 6300-000 | 1110        | 1000-000 4100-000 025 |
| 004628        | FOLLETT SCHOOL SOLUTIONS, INC | 12-436892      |                |                |                |             |                       |
| 004678        | AMAZON.COM, INC.              | 12-436893      |                | 604.42         |                |             |                       |
|               |                               |                |                | 44.00          | AMAZON         | A70226      |                       |
|               |                               |                |                | 44.00          | 03-00 0000-000 | 0000        | 7100-000 4300-011 064 |
|               |                               |                |                | 560.42         | AMZ0N1         | A70202      |                       |
|               |                               |                |                | 560.42         | 03-00 0000-000 | 0000        | 7700-000 4400-000 067 |
| 004689        | ACCOUNTABLE HEALTHCARE        | 12-436894      |                |                |                |             |                       |
|               |                               |                |                | 2,800.00       | 047893         | A70116      |                       |
|               |                               |                |                | 2,800.00       | 06-00 6500-000 | 5770        | 1190-000 5800-010 054 |
|               |                               |                |                | 2,800.00       | 048216         | A70116      |                       |
|               |                               |                |                | 2,800.00       | 06-00 6500-000 | 5770        | 1190-000 5800-010 054 |
| 004791        | HOWARD B. WIENER              | 12-436895      |                |                |                |             |                       |
|               |                               |                |                | 3,000.00       | DSPUTE         | A70268      |                       |
|               |                               |                |                | 3,000.00       | 03-00 0000-000 | 0000        | 7100-000 5800-002 063 |
| 004793        | VERONICA ZACHARIE             | 12-436896      |                |                |                |             |                       |
|               |                               |                |                | 267.94         | VRNICA         |             |                       |
|               |                               |                |                | 267.94         | 06-00 6500-000 | 5770        | 1190-000 4300-001 054 |
| 004793        | VERONICA ZACHARIE             | 12-436896      |                |                |                |             |                       |
|               |                               |                |                | 166.28         | MARTHA         |             |                       |
|               |                               |                |                | 166.28         | 06-00 6500-000 | 5770        | 1190-000 4300-001 054 |
| 004794        | MARTHA MONTOYA                | 12-436897      |                |                |                |             |                       |
|               |                               |                |                | 55,584.66      |                |             |                       |
|               |                               |                |                | 35,691.37      |                |             |                       |

UNRESTRICTED  
 RESTRICTED

\*\*\* TOTALS FOR FUND \*\*\*

91,276.03 (INVOICE)  
 91,276.03 (DISTRIBUTION)

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

| VENDOR NUMBER | VENDOR NAME                    | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|---------------|--------------------------------|----------------|----------------|----------------|----------------|---------------|----------------------|
| 002578        | CLARK SECURITY PRODUCTS        | 12-436883      |                | 726.31         | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
|               |                                |                |                | 154.85         | 139304         | A70020        |                      |
|               |                                |                | 881.16         | 154.85         | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 002578        | CLARK SECURITY PRODUCTS        | 12-436883      |                | 1,536.00       | 06-00 8150-000 | A61175        |                      |
|               |                                |                |                | 1,536.00       | 06-00 8150-000 | 0000 8100-000 | 5600-005 070         |
|               |                                |                |                | 1,375.00       | 06-00 8150-000 | A61175        |                      |
|               |                                |                |                | 1,375.00       | 06-00 8150-000 | 0000 8100-000 | 5600-005 070         |
| 002963        | SCHMIDT FIRE PROTECTION CO INC | 12-436884      |                | 45.49          | 035629         |               |                      |
|               |                                |                |                | 45.49          | 03-00 0000-000 | 0000 0000-000 | 9320-000 000         |
|               |                                |                |                | 2.00           | 035640         |               |                      |
|               |                                |                |                | 2.00           | 03-00 0000-000 | 0000 0000-000 | 9320-000 000         |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-436885      | 47.49          | 46.78          | ROMEO          |               |                      |
|               |                                |                |                | 46.78          | 06-00 6500-000 | 5770 1190-000 | 4300-015 054         |
| 003497        | ROMEO DIACOSTA                 | 12-436886      |                | 190.00         | 405704         | A70273        |                      |
|               |                                |                |                | 190.00         | 03-00 0000-000 | 0000 7200-000 | 5600-005 064         |
| 003522        | CASA DE PUEBLO                 | 12-436887      |                | 448.75         | 16716          | A70235        |                      |
|               |                                |                |                | 448.75         | 06-00 5640-000 | 1110 1000-000 | 5600-005 052         |
| 004537        | MEDICAL BILLING TECHNOLOGIES,  | 12-436888      |                | 1,437.54       | 201731         | A70162        |                      |
|               |                                |                |                | 297.54         | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
|               |                                |                |                | 1,140.00       | 06-00 8150-000 | 0000 8100-000 | 5600-005 070         |
| 004548        | MONTGOMERY HARDWARE CO.        | 12-436889      | 448.75         | 3,100.00       | 8691           | A70081        |                      |
|               |                                |                |                | 3,100.00       | 06-00 6500-000 | 5001 3900-000 | 5600-005 052         |
|               |                                |                |                | 2,867.50       | 8716           | A70081        |                      |
|               |                                |                |                | 2,867.50       | 06-00 6500-000 | 5001 3900-000 | 5600-005 052         |
| 004578        | STAFF REHAB                    | 12-436890      | 1,437.54       | 961.40         | ESTHER         |               |                      |
|               |                                |                |                | 961.40         | 06-00 6500-000 | 5001 3900-000 | 5200-002 054         |
| 004578        | STAFF REHAB                    | 12-436890      |                | 961.40         | ESTHER         |               |                      |
|               |                                |                |                | 961.40         | 06-00 6500-000 | 5001 3900-000 | 5200-002 054         |

11B.2  
 4  
 38

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/20/2015 AT 20:39  
 DISTRICT: 033

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

PAGE 20  
 WARRANT DATE 08/21/2015

| VENDOR NUMBER | VENDOR NAME               | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|---------------|---------------------------|----------------|----------------|----------------|----------------|---------------|----------------------|
| 001452        | RUSS' BEE REMOVAL         | 12-436876      | 250.00         | 100.00         | 003276         | A70247        | 5600-005 070         |
| 001452        | RUSS' BEE REMOVAL         | 12-436876      |                | 100.00         | 06-00 8150-000 | 0000 8100-000 | 5600-005 070         |
| 001641        | XEROX CORPORATION         | 12-436877      |                | 150.00         | 003277         | A70267        | 5600-005 070         |
| 001641        | XEROX CORPORATION         | 12-436877      |                | 150.00         | 06-00 8150-000 | 0000 8100-000 | 5600-005 070         |
| 001641        | XEROX CORPORATION         | 12-436877      | 10,860.29      | 10,860.29      | XEROX2         | A70296        | 5600-006 064         |
| 001775        | STAPLES, INC.             | 12-436878      |                | 361.74         | 03-00 0000-000 | 0000 7100-000 | 5600-006 061         |
| 001775        | STAPLES, INC.             | 12-436878      |                | 361.74         | 03-00 0000-000 | 0000 7200-000 | 5600-006 062         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 361.85         | 03-00 0000-000 | 0000 7200-000 | 5600-006 071         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 361.74         | 03-00 0000-000 | 0000 8100-000 | 5600-006 069         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 819.38         | 03-00 0000-000 | 1110 1000-000 | 5600-006 012         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 1,213.55       | 03-00 0000-000 | 1110 1000-000 | 5600-006 016         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 1,044.58       | 03-00 0000-000 | 1110 1000-000 | 5600-006 018         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 1,761.02       | 03-00 0000-000 | 1110 1000-000 | 5600-006 020         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 1,042.51       | 03-00 0000-000 | 1110 1000-000 | 5600-006 022         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 1,516.95       | 03-00 0000-000 | 1110 1000-000 | 5600-006 024         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 1,291.75       | 03-00 0000-000 | 1110 1000-000 | 5600-006 025         |
| 001781        | ALBERT CABALLERO          | 12-436879      |                | 361.74         | 06-00 6500-000 | 5750 1110-000 | 5600-005 054         |
| 002151        | RANCHO AUTO & TRUCK PARTS | 12-436880      |                | 261.82         | 38802          | A70203        | 4300-011 074         |
| 002151        | RANCHO AUTO & TRUCK PARTS | 12-436880      |                | 261.82         | 03-00 0982-000 | 0000 3600-000 | 4300-011 074         |
| 002364        | JANET HUGHES              | 12-436881      |                | 58.81          | ALBERT         |               | 4300-001 012         |
| 002364        | JANET HUGHES              | 12-436881      |                | 58.81          | 03-00 0000-000 | 1110 1000-000 | 4300-001 012         |
| 002364        | JANET HUGHES              | 12-436881      |                | 6.66           | 239897         | A70016        | 4300-007 070         |
| 002364        | JANET HUGHES              | 12-436881      |                | 6.66           | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 002364        | JANET HUGHES              | 12-436881      |                | 154.05         | 240181         | A70016        | 4300-007 070         |
| 002364        | JANET HUGHES              | 12-436881      |                | 154.05         | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 002364        | JANET HUGHES              | 12-436881      | 1,326.45       | 1,326.45       | HUGHES         |               | 5800-017 012         |
| 002364        | JANET HUGHES              | 12-436881      |                | 1,326.45       | 03-00 0300-012 | 1110 1000-000 | 5800-017 012         |
| 002364        | SKS, INC.                 | 12-436882      |                | 2,059.70       | 272009         | A70062        | 4300-022 074         |
| 002364        | SKS, INC.                 | 12-436882      |                | 2,059.70       | 03-00 0982-000 | 0000 3600-000 | 4300-022 074         |
| 002364        | CLARK SECURITY PRODUCTS   | 12-436883      |                | 726.31         | 138784         | A70020        |                      |
| 002364        | CLARK SECURITY PRODUCTS   | 12-436883      |                | 726.31         | 03-00 0982-000 | 0000 3600-000 | 4300-022 074         |

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

| VENDOR NUMBER | VENDOR NAME                  | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|---------------|------------------------------|----------------|----------------|----------------|----------------|---------------|----------------------|
| 000370        | DUNN-EDWARDS CORP.           | 12-436869      |                | 304.46         | 058865         | A70028        | 4300-007 070         |
| 000370        | DUNN-EDWARDS CORP.           | 12-436869      | 304.46         |                | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 000379        | HAWTHORNE MACHINERY          | 12-436870      |                | 550.07         | 245668         | A70064        |                      |
| 000379        | HAWTHORNE MACHINERY          | 12-436870      |                | 16.68          | 03-00 0982-000 | 0000 3600-000 | 4300-023 074         |
| 000775        | REFRIGERATION SUPPLIES       | 12-436871      |                | 280.79         | 437.80         | A70064        |                      |
| 000775        | REFRIGERATION SUPPLIES       | 12-436871      | 280.79         |                | 03-00 0982-000 | 0000 3600-000 | 4300-023 074         |
| 000801        | GRAINGER                     | 12-436872      |                | 302.61         | 95.59          | A70064        |                      |
| 000801        | GRAINGER                     | 12-436872      |                | 108.09         | 03-00 0982-000 | 0000 3600-000 | 4300-023 074         |
| 000809        | OFFICE DEPOT                 | 12-436873      |                | 2,065.38       | 280.79         | 111051        |                      |
| 000809        | OFFICE DEPOT                 | 12-436873      | 2,065.38       |                | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 00117A        | UNITED STATES POSTAL SERVICE | 12-436874      |                | 115.84         | 108.09         | A70021        |                      |
| 00117A        | UNITED STATES POSTAL SERVICE | 12-436874      | 115.84         |                | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 777.60         | 113.91         | A70021        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 777.60         |                | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 1,753.76       | 80.61          | A70021        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 1,753.76       |                | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 1,753.76       | 108.09         | A70021        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 1,753.76       |                | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 115.84         | 78.59          | A70218        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 115.84         |                | 03-00 0000-000 | 0000 1000-000 | 4300-001 012         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 83.03          | 83.03          | A70217        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 83.03          |                | 03-00 0000-000 | 0000 1000-000 | 4300-001 012         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 51.29          | 51.29          | A70216        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 51.29          |                | 03-00 0000-000 | 0000 1000-000 | 4300-001 012         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 98.71          | 98.71          | A70231        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 98.71          |                | 06-00 5640-000 | 0000 3140-000 | 4300-010 052         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 1,753.76       | 1,753.76       | 991001        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 1,753.76       |                | 03-00 0000-000 | 0000 0000-000 | 9320-000 000         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 115.84         | 115.84         | BULK          |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 115.84         |                | 03-00 0000-000 | 0000 7100-000 | 5900-012 064         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 777.60         | 777.60         | 000255        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 777.60         |                | 03-00 0000-000 | 0000 7550-000 | 4300-050 073         |
| 001178        | SAN DIEGO COUNTY             | 12-436875      |                | 777.60         | 777.60         | A70227        |                      |
| 001178        | SAN DIEGO COUNTY             | 12-436875      | 777.60         |                | 03-00 0000-000 | 0000 7550-000 | 4300-050 073         |

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/20/2015 AT 20:39  
 DISTRICT: 033

VENDOR NUMBER VENDOR NAME

000073 SOUTHLAND TECHNOLOGY, INC.

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

WARRANT DATE 08/21/2015  
 PAGE 18

| WARRANT NUMBER                      | WARRANT AMOUNT | INVOICE NUMBER           | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|-------------------------------------|----------------|--------------------------|-------------|-----------------------|
| 12-436864                           |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 012 |
|                                     |                | 95.00 64249 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 024 |
|                                     |                | 95.00 64250 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 024 |
|                                     |                | 95.00 64251 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 024 |
|                                     |                | 142.50 64252 A70198      |             |                       |
|                                     |                | 142.50 03-00 0300-500    | 1110        | 1000-000 5600-007 022 |
|                                     |                | 95.00 64253 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 020 |
|                                     |                | 95.00 64254 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 020 |
|                                     |                | 95.00 64255 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 020 |
|                                     |                | 95.00 64256 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 025 |
|                                     |                | 95.00 64257 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 025 |
|                                     |                | 95.00 64258 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 025 |
|                                     |                | 95.00 64259 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 022 |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 022 |
| 000073 SOUTHLAND TECHNOLOGY, INC.   | 1,615.00       |                          |             |                       |
| 000073 SOUTHLAND TECHNOLOGY, INC.   |                |                          |             |                       |
| 000136 WAXIE SANITARY SUPPLY        |                | 95.00 64260 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 022 |
|                                     |                | 95.00 64261 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 020 |
|                                     |                | 500.00 64262 A70198      |             |                       |
|                                     |                | 500.00 03-00 0000-000    | 0000        | 7700-000 5600-005 067 |
|                                     |                | 95.00 64265 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 022 |
|                                     |                | 95.00 64266 A70198       |             |                       |
|                                     |                | 95.00 03-00 0300-500     | 1110        | 1000-000 5600-007 020 |
| 000073 SOUTHLAND TECHNOLOGY, INC.   | 880.00         |                          |             |                       |
| 000136 WAXIE SANITARY SUPPLY        |                | 690.82 441498 A70243     |             |                       |
|                                     |                | 690.82 03-00 0000-000    | 0000        | 8200-000 4300-020 022 |
| 000136 WAXIE SANITARY SUPPLY        |                |                          |             |                       |
|                                     |                | 690.82                   |             |                       |
| 000140 SAM & ROSE STEIN EDUCATION   |                |                          |             |                       |
|                                     |                | 4,852.98 STEIN A70079    |             |                       |
|                                     |                | 4,852.98 06-00 6500-000  | 5750        | 1180-000 5800-009 054 |
| 000140 SAM & ROSE STEIN EDUCATION   | 4,852.98       |                          |             |                       |
| 000158 PARADIGM HEALTHCARE SERVICES |                |                          |             |                       |
|                                     |                | 24,875.00 2643 A70299    |             |                       |
|                                     |                | 24,875.00 03-00 0490-000 | 0000        | 3140-000 5800-010 052 |
| 000158 PARADIGM HEALTHCARE SERVICES | 24,875.00      |                          |             |                       |

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/20/2015 AT 20:39  
 DISTRICT: 033

VENDOR NUMBER VENDOR NAME

000043 PRUDENTIAL OVERALL

000043 PRUDENTIAL OVERALL

000073 SOUTHLAND TECHNOLOGY, INC.

000073 SOUTHLAND TECHNOLOGY, INC.

000073 SOUTHLAND TECHNOLOGY, INC.

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

PAGE 17  
 WARRANT DATE 08/21/2015

| WARRANT NUMBER | AMOUNT   | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|----------------|----------|----------------|-------------|-----------------------|
| 12-436862      | 149.70   | 520521         | A70058      |                       |
|                | 149.70   | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|                | 23.40    | 520522         | A70058      |                       |
|                | 23.40    | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 12-436862      | 173.10   |                |             |                       |
| 12-436863      | 201.96   | A64254         | A70199      |                       |
|                | 201.96   | 03-00 0300-500 | 1110        | 1000-000 4300-016 016 |
|                | 52.92    | S64084         | A70199      |                       |
|                | 52.92    | 03-00 0300-500 | 1110        | 1000-000 4300-016 016 |
|                | 205.19   | S64238         | A70199      |                       |
|                | 205.19   | 03-00 0300-500 | 1110        | 1000-000 4300-016 016 |
|                | 205.19   | S64239         | A70199      |                       |
|                | 205.19   | 03-00 0300-500 | 1110        | 1000-000 4300-016 016 |
|                | 679.32   | S64240         | A70199      |                       |
|                | 679.32   | 03-00 0300-500 | 1110        | 1000-000 4300-016 016 |
|                | 701.99   | S64244         | A70199      |                       |
|                | 701.99   | 03-00 0300-500 | 1110        | 1000-000 4300-016 020 |
|                | 701.99   | S64255         | A70199      |                       |
|                | 701.99   | 03-00 0300-500 | 1110        | 1000-000 4300-016 022 |
|                | 701.99   | S64259         | A70199      |                       |
|                | 701.99   | 03-00 0300-500 | 1110        | 1000-000 4300-016 020 |
|                | 701.99   | S64260         | A70199      |                       |
|                | 701.99   | 03-00 0300-500 | 1110        | 1000-000 4300-016 022 |
|                | 680.39   | S64265         | A70199      |                       |
|                | 680.39   | 03-00 0300-500 | 1110        | 1000-000 4300-016 020 |
|                | 680.39   | S64266         | A70199      |                       |
|                | 680.39   | 03-00 0300-500 | 1110        | 1000-000 4300-016 022 |
|                | 95.00    | 64084          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 4300-016 020 |
|                | 690.00   | 64179          | A61376      |                       |
|                | 690.00   | 06-00 7091-000 | 4760        | 1000-000 5600-007 016 |
|                | 95.00    | 64238          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 4400-000 022 |
|                | 95.00    | 64239          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 5600-007 016 |
|                | 95.00    | 64240          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 5600-007 016 |
| 12-436863      | 6,583.32 |                |             |                       |
| 12-436864      | 95.00    | 64241          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 5600-007 020 |
|                | 142.50   | 64242          | A70198      |                       |
|                | 142.50   | 03-00 0300-500 | 1110        | 1000-000 5600-007 020 |
|                | 95.00    | 64243          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 5600-007 020 |
|                | 95.00    | 64244          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 5600-007 020 |
|                | 95.00    | 64245          | A70198      |                       |
|                | 95.00    | 03-00 0300-500 | 1110        | 1000-000 5600-007 022 |

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/17/2015 AT 20:52  
 DISTRICT: 033

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

PAGE 10  
 WARRANT DATE 08/18/2015

| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|-------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 004398        | AMERICAN PRODUCE DISTRIBUTORS | 12-435912      |                | 790.30         | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
| 004398        | AMERICAN PRODUCE DISTRIBUTORS | 12-435912      | 5,900.80       | 920.40         | 13-00 5310-000 | 0000        | 3700-000 4700-001 025 |

\*\*\* TOTALS FOR FUND \*\*\*  
 65,730.46 (INVOICE)  
 65,730.46 (DISTRIBUTION)

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

| VENDOR NUMBER | VENDOR NAME                    | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|--------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 000717        | HOLLANDIA DAIRY INC.           | 12-435906      |                | 9,796.50       | 558404         | A70099      |                       |
|               |                                |                |                | 1,066.74       | 13-00 5310-000 | 0000        | 3700-000 4700-001 012 |
|               |                                |                |                | 1,894.09       | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                                |                |                | 1,787.03       | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                                |                |                | 2,215.06       | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                                |                |                | 890.44         | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
|               |                                |                |                | 1,082.21       | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
|               |                                |                |                | 860.93         | 13-00 5310-000 | 0000        | 3700-000 4700-001 025 |
| 000717        | HOLLANDIA DAIRY INC.           | 12-435906      | 9,796.50       |                |                |             |                       |
| 000786        | P&R PAPER SUPPLY COMPANY, INC. | 12-435907      |                | 3,273.71       | 043822         |             |                       |
|               |                                |                |                | 3,273.71       | 13-00 5310-000 | 0000        | 0000-000 9320-000 000 |
| 000786        | P&R PAPER SUPPLY COMPANY, INC. | 12-435907      |                | 48.33          | 252648         | A70134      |                       |
|               |                                |                |                | 48.33          | 13-00 5310-000 | 0000        | 3700-000 4300-026 085 |
|               |                                |                |                | 1,328.40       | 253056         | A70134      |                       |
|               |                                |                |                | 1,328.40       | 13-00 5310-000 | 0000        | 3700-000 4300-026 085 |
| 000887        | SAN DIEGO RESTAURANT SUPPLY    | 12-435908      | 1,376.73       |                |                |             |                       |
| 002419        | CINTAS CORPORTION NO. 3        | 12-435909      |                | 223.95         | 033425         | A70175      |                       |
|               |                                |                |                | 223.95         | 13-00 5310-000 | 0000        | 3700-000 5800-010 085 |
| 002419        | CINTAS CORPORTION NO. 3        | 12-435909      |                | 3,651.73       | 1122           | A70135      |                       |
|               |                                |                |                | 3,651.73       | 13-00 5310-000 | 0000        | 3700-000 5800-010 018 |
| 003524        | ACE COOLING & FREEZING         | 12-435910      |                | 41,458.62      | 776510         | A70136      |                       |
|               |                                |                |                | 3,404.51       | 13-00 5310-000 | 0000        | 3700-000 4700-001 012 |
|               |                                |                |                | 7,141.40       | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                                |                |                | 6,812.75       | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                                |                |                | 7,653.41       | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                                |                |                | 6,912.09       | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
|               |                                |                |                | 9,534.46       | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
|               |                                |                |                | 48.42          | 904580         | A70129      |                       |
|               |                                |                |                | 48.42          | 13-00 5310-000 | 0000        | 3700-000 4700-002 085 |
| 004397        | US FOODS - LOS ANGELES         | 12-435911      | 41,507.04      |                |                |             |                       |
| 004397        | US FOODS - LOS ANGELES         | 12-435911      |                | 5,900.80       | 804013         | A70090      |                       |
|               |                                |                |                | 716.90         | 13-00 5310-000 | 0000        | 3700-000 4700-001 012 |
|               |                                |                |                | 844.70         | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                                |                |                | 908.70         | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                                |                |                | 1,165.70       | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                                |                |                | 554.10         | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
| 004998        | AMERICAN PRODUCE DISTRIBUTORS  | 12-435912      |                |                |                |             |                       |

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/13/2015 AT 20:40  
 DISTRICT: 033

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

PAGE 33  
 WARRANT DATE 08/14/2015

| VENDOR NUMBER           | VENDOR NAME           | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|-------------------------|-----------------------|----------------|----------------|----------------|----------------|---------------|----------------------|
| 004226                  | BLUE COAST CONSULTING | 12-435534      |                | 220.00         | 000003         | A61295        |                      |
| 004226                  | BLUE COAST CONSULTING | 12-435534      | 220.00         | 220.00         | 21-10 9010-000 | 0000 8100-000 | 5800-010 022         |
| 004732                  | LEAL & TREJUD APC     | 12-435535      |                | 4,042.00       | 15547          | A70261        |                      |
| 004732                  | LEAL & TREJUD APC     | 12-435535      | 4,042.00       | 4,042.00       | 21-10 9010-000 | 0000 8100-000 | 5800-002 071         |
| *** TOTALS FOR FUND *** |                       |                | 4,262.00       |                |                |               |                      |
|                         |                       |                |                | 4,262.00       |                |               | (INVOICE)            |
|                         |                       |                |                | 4,262.00       |                |               | (DISTRIBUTION)       |

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

| VENDOR NUMBER | VENDOR NAME               | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|---------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 002539        | ZONAR SYSTEMS             | 12-435532      |                | 431.76         | SI2461         |             |                       |
|               |                           |                | 431.76         | 431.76         | 13-00 5310-000 | A70245      | 3700-000 5600-005 085 |
| 002539        | ZONAR SYSTEMS             | 12-435532      |                | 431.76         | 13-00 5310-000 |             |                       |
| 004775        | AFFORDABLE GREASE PUMPING | 12-435533      |                | 1,605.00       | 140329         |             |                       |
|               |                           |                |                | 65.00          | 13-00 5310-000 | A70117      | 3700-000 5800-010 018 |
|               |                           |                |                | 340.00         | 13-00 5310-000 |             | 3700-000 5800-010 020 |
|               |                           |                |                | 430.00         | 13-00 5310-000 |             | 3700-000 5800-010 022 |
|               |                           |                |                | 340.00         | 13-00 5310-000 |             | 3700-000 5800-010 024 |
| 004775        | AFFORDABLE GREASE PUMPING | 12-435533      | 1,605.00       | 430.00         | 13-00 5310-000 |             | 3700-000 5800-010 025 |

\*\*\* TOTALS FOR FUND \*\*\*

2,036.76 (INVOICE)  
 2,036.76 (DISTRIBUTION)

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/13/2015 AT 20:40  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO

WARRANT DATE 08/14/2015  
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FUND 12-06: CHILD DEVELOPMENT FUND

| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|---------------|-------------------------------|----------------|--------|----------------|----------------|---------------|----------------------|
| 001102        | ORIENTAL TRADING COMPANY, INC | 12-435531      | 366.34 | 366.34         | 189001         | A61366        |                      |
| 001102        | ORIENTAL TRADING COMPANY, INC | 12-435531      | 366.34 | 366.34         | 12-06 9024-000 | 0001 1000-000 | 4300-333 076         |

\*\*\* TOTALS FOR FUND \*\*\*

366.34

366.34 (INVOICE)  
 366.34 (DISTRIBUTION)

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/13/2015 AT 20:40  
 DISTRICT: 033

VENDOR NUMBER VENDOR NAME

01641A XEROX CORPORATION  
 04780A JENNIFER LIN WONG

04780A JENNIFER LIN WONG

UNRESTRICTED  
 RESTRICTED

\*\*\* TOTALS FOR FUND \*\*\*

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

WARRANT DATE 08/14/2015

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| WARRANT NUMBER | AMOUNT   | INVOICE NUMBER        | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|----------------|----------|-----------------------|---------------|----------------------|
| 12-435529      | 3,142.55 |                       |               |                      |
| 12-435530      | 230.00   | 230.00 MILAGE         | A70255        |                      |
|                |          | 230.00 03-00 0000-000 | 0000 7200-000 | 5800-010 064         |

69,211.32  
 42,155.75

111,367.07 (INVOICE)  
 111,367.07 (DISTRIBUTION)

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

| VENDOR NUMBER | VENDOR NAME              | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|--------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 004571        | DOMTAR PAPER LLC         | 12-435520      | 5,702.40       | 03-00 0000-000 | 0000           | 0000        | 0000-000 9320-000 000 |
| 004571        | DOMTAR PAPER LLC         | 12-435520      | 5,702.40       | 06-00 8668     | A70081         | 5001        | 3900-000 5600-005 052 |
| 004578        | STAFF REHAB              | 12-435521      | 3,100.00       | 06-00 06-00    | 6500-000       | 5001        | 3900-000 5600-005 052 |
| 004689        | ACCOUNTABLE HEALTHCARE   | 12-435522      | 2,800.00       | 06-00 047579   | A70116         | 5770        | 1190-000 5800-010 054 |
| 004689        | ACCOUNTABLE HEALTHCARE   | 12-435522      | 2,800.00       | 06-00 06-00    | 6500-000       | 5770        | 1190-000 5800-010 054 |
| 004727        | THE CITY LINK FOUNDATION | 12-435523      | 2,375.00       | CITYLN         | A70266         | 0000        | 3600-000 5600-005 074 |
| 004727        | THE CITY LINK FOUNDATION | 12-435523      | 2,375.00       | 03-00 03-00    | 0982-000       | 0000        | 3600-000 5600-005 074 |
| 004732        | LEAL & TREJO APC         | 12-435524      | 46,353.77      | 15548          | A70260         | 0000        | 7100-000 5800-002 063 |
| 004780        | JENNIFER LIN WONG        | 12-435525      | 1,625.00       | 15549          | A70260         | 0000        | 7100-000 5800-002 063 |
| 004780        | JENNIFER LIN WONG        | 12-435525      | 1,625.00       | 03-00 03-00    | 0000-000       | 0000        | 7100-000 5800-002 063 |
| 004783        | MAX-ABILITY, INC.        | 12-435526      | 2,154.60       | 15550          | A70260         | 0000        | 7100-000 5800-002 063 |
| 004783        | MAX-ABILITY, INC.        | 12-435526      | 2,154.60       | 03-00 03-00    | 0000-000       | 0000        | 7100-000 5800-200 063 |
| 004784        | TIME AND ALARM SYSTEMS   | 12-435527      | 190.00         | 15551          | A70260         | 0000        | 7200-000 5800-150 054 |
| 004784        | TIME AND ALARM SYSTEMS   | 12-435527      | 190.00         | 03-00 03-00    | 0000-000       | 0000        | 7200-000 5800-150 054 |
| 004789        | BOYS & GIRLS CLUB        | 12-435528      | 23,633.53      | 000001         | A70154         | 0000        | 7200-000 5800-010 064 |
| 004789        | BOYS & GIRLS CLUB        | 12-435528      | 23,633.53      | 03-00 03-00    | 0000-000       | 0000        | 7200-000 5800-010 064 |
| 004789        | BOYS & GIRLS CLUB        | 12-435528      | 23,633.53      | 06-00 06-00    | 6500-000       | 5770        | 1190-000 4400-000 054 |
| 004789        | BOYS & GIRLS CLUB        | 12-435528      | 23,633.53      | 06-00 06-00    | 9065-005       | 1110        | 1000-000 5800-000 061 |
| 004789        | XEROX CORPORATION        | 12-435529      | 3,142.55       | 06-00 06-00    | 9065-005       | 1110        | 1000-000 5800-000 061 |
| 004789        | XEROX CORPORATION        | 12-435529      | 3,142.55       | 03-00 03-00    | 0000-000       | 0000        | 7200-000 5600-001 073 |

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/13/2015 AT 20:40  
 DISTRICT: 033

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

WARRANT DATE 08/14/2015  
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| VENDOR NUMBER | VENDOR NAME                  | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 000043        | PRUDENTIAL OVERALL           | 12-435495      |                | 23.40          | 03-00 518983   | A70058      | 8200-000 4300-014 069 |
| 000043        | PRUDENTIAL OVERALL           | 12-435495      | 23.40          |                |                |             |                       |
| 000136        | WAXIE SANITARY SUPPLY        | 12-435496      |                | 1,549.17       | 06-00 388245   | A70086      | 8100-000 5600-005 070 |
| 000195        | ELIZABETH ORIGINALES         | 12-435497      |                | 1,065.06       | 06-00 390965   | A70088      | 8100-000 5600-005 070 |
| 000195        | ELIZABETH ORIGINALES         | 12-435497      | 15.98          |                |                |             |                       |
| 000284        | ELIUD LAGARDA                | 12-435498      |                | 34.93          | 03-00 0000-000 |             | 1000-000 4300-001 061 |
| 000284        | ELIUD LAGARDA                | 12-435498      | 34.93          |                |                |             |                       |
| 000775        | REFRIGERATION SUPPLIES       | 12-435499      |                | 74.73          | 06-00 110767   | A70014      | 8100-000 4300-007 070 |
| 000775        | REFRIGERATION SUPPLIES       | 12-435499      | 154.28         |                |                |             |                       |
| 000809        | OFFICE DEPOT                 | 12-435500      |                | 105.56         | 03-00 140001   | A70184      | 1000-000 4300-011 012 |
| 001079        | PENSKE TRUCK LEASING         | 12-435501      |                | 21.59          | 03-00 70002    | A70184      | 1000-000 4300-011 012 |
| 001079        | PENSKE TRUCK LEASING         | 12-435501      | 662.34         |                |                |             |                       |
| 001079        | PENSKE TRUCK LEASING         | 12-435502      |                | 102.08         | 03-00 870001   | A70184      | 1000-000 4300-011 012 |
| 001079        | PENSKE TRUCK LEASING         | 12-435502      | 634.22         |                |                |             |                       |
| 001079        | PENSKE TRUCK LEASING         | 12-435501      |                | 404.99         | 03-00 994001   | A70189      | 1000-000 4300-011 012 |
| 001079        | PENSKE TRUCK LEASING         | 12-435501      |                | 404.99         | 03-00 994001   | A70189      | 1000-000 4300-011 064 |
| 001079        | PENSKE TRUCK LEASING         | 12-435501      |                | 662.34         | 03-00 839888   | A70224      | 7200-000 5600-005 071 |
| 001079        | PENSKE TRUCK LEASING         | 12-435501      | 662.34         |                |                |             |                       |
| 001079        | HOME DEPOT CREDIT SERVICES   | 12-435502      |                | 13.70          | 06-00 020815   | A70017      | 8100-000 4300-007 070 |
| 001079        | HOME DEPOT CREDIT SERVICES   | 12-435502      | 13.70          |                |                |             |                       |
| 001079        | UNITED STATES POSTAL SERVICE | 12-435503      |                | 785.18         |                |             | INTERD                |

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| VENDOR NUMBER | VENDOR NAME                  | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 000409        | SAN DIEGO UNION-TRIBUNE      | 12-434711      |                | 1,905.30       | 406729         | A70185      | 3700-000 5800-010 085 |
| 000409        | SAN DIEGO UNION-TRIBUNE      | 12-434711      | 1,905.30       | 1,905.30       | 13-00 5310-000 | 0000        | 3700-000 5800-010 085 |
| 002976        | FEDEX                        | 12-434712      |                | 34.50          | 083980         | A70096      | 3700-000 5600-005 085 |
| 002976        | FEDEX                        | 12-434712      | 34.50          | 34.50          | 13-00 5310-000 | 0000        | 3700-000 5600-005 085 |
| 003524        | ACE COOLING & FREEZING       | 12-434713      |                | 1,275.11       | 66163          | A70118      | 3700-000 5800-010 016 |
| 003524        | ACE COOLING & FREEZING       | 12-434713      | 1,275.11       | 1,275.11       | 13-00 5310-000 | 0000        | 3700-000 5800-010 085 |
| 004203        | MEXAM ENTERPRISES, INC.      | 12-434714      |                | 106.38         | 139838         | A70102      | 3700-000 4300-026 085 |
| 004203        | MEXAM ENTERPRISES, INC.      | 12-434714      | 106.38         | 106.38         | 13-00 5310-000 | 0000        | 3700-000 4300-026 085 |
| 004233        | SERVICE SOLUTIONS GROUP, LLC | 12-434715      |                | 2,211.70       | 007436         | A70132      | 3700-000 5800-010 020 |
| 004233        | SERVICE SOLUTIONS GROUP, LLC | 12-434715      | 2,211.70       | 2,211.70       | 13-00 5310-000 | 0000        | 3700-000 5800-010 020 |

\*\*\* TOTALS FOR FUND \*\*\*  
 5,532.99 (INVOICE)  
 5,532.99 (DISTRIBUTION)

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| VENDOR NUMBER | VENDOR NAME              | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION      |
|---------------|--------------------------|----------------|----------------|----------------|----------------|-------------|---------------------------|
| 000069        | CITY TREASURER           | 12-434439      |                | 20,175.73      | 03-00          | 0000        | 8200-000 5500-004 069     |
| 000069        | CITY TREASURER           | 12-434439      | 20,175.73      |                |                |             |                           |
| 001532        | UNISOURCE WORLDWIDE INC. | 12-434440      |                | 807.17         | 03-00          | 0000        | 7550-000 4300-050 073     |
| 001532        | UNISOURCE WORLDWIDE INC. | 12-434440      | 807.17         |                |                |             |                           |
| 004772        | EMERGENCY PREPAREDNESS   | 12-434441      |                | 81,000.00      | 03-00          | 0000        | 7200-000 5800-010 064     |
| 004772        | EMERGENCY PREPAREDNESS   | 12-434441      | 81,000.00      |                |                |             |                           |
| 01641A        | XEROX CORPORATION        | 12-434442      |                | 3,896.09       | 03-00          | 0000        | 7200-000 5600-001 073     |
| 01641A        | XEROX CORPORATION        | 12-434442      | 3,896.09       |                |                |             |                           |
|               | UNRESTRICTED             |                | 105,878.99     |                |                |             |                           |
|               | RESTRICTED               |                | .00            |                |                |             |                           |
|               | TOTALS FOR FUND          |                | 105,878.99     |                |                |             | 105,878.99 (INVOICE)      |
|               |                          |                |                |                |                |             | 105,878.99 (DISTRIBUTION) |

\*\*\* TOTALS FOR FUND \*\*\*

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/07/2015 AT 20:12  
 DISTRICT: 033

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

PAGE 25  
 WARRANT DATE 08/10/2015

| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|-------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 004398        | AMERICAN PRODUCE DISTRIBUTORS | 12-434220      |                | 496.85         | 13-00 5310-000 | 0000        | 3700-000 4700-001 025 |
| 004398        | AMERICAN PRODUCE DISTRIBUTORS | 12-434220      | 9,632.60       |                |                |             |                       |
| 004462        | GALASSO'S BAKERY              | 12-434221      |                | 3,000.05       | 520805         | A70097      |                       |
|               |                               |                |                | 323.95         | 13-00 5310-000 | 0000        | 3700-000 4700-001 012 |
|               |                               |                |                | 581.70         | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                               |                |                | 609.35         | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                               |                |                | 721.00         | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                               |                |                | 283.20         | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
| 004462        | GALASSO'S BAKERY              | 12-434221      | 3,000.05       | 480.85         | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
| 004464        | EDUCATION MANAGEMENT          | 12-434222      |                |                |                |             |                       |
|               |                               |                |                | 5,990.00       | 25774          | A70174      |                       |
|               |                               |                |                | 5,990.00       | 13-00 5310-000 | 0000        | 3700-000 5600-005 085 |
|               |                               |                |                | 500.00         | 26056          | A70157      |                       |
|               |                               |                |                | 500.00         | 13-00 5310-000 | 0000        | 3700-000 5800-010 085 |
| 004464        | EDUCATION MANAGEMENT          | 12-434222      | 6,490.00       |                |                |             |                       |
| 004529        | CALIFORNIA SCHOOL NUTRITION   | 12-434223      |                |                |                |             |                       |
|               |                               |                |                | 60.00          | 073115         | A70176      |                       |
|               |                               |                |                | 60.00          | 13-00 5310-000 | 0000        | 3700-000 5200-003 085 |
| 004529        | CALIFORNIA SCHOOL NUTRITION   | 12-434223      | 60.00          |                |                |             |                       |

\*\*\* TOTALS FOR FUND \*\*\*

77,189.57

77,189.57 (INVOICE)  
 77,189.57 (DISTRIBUTION)

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| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|-------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 000717        | HOLLANDIA DAIRY INC.          | 12-434215      |                | 5,556.27       | 555727         | A70099      | 3700-000 4700-001 012 |
|               |                               |                |                | 755.65         | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                               |                |                | 1,010.29       | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                               |                |                | 947.17         | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                               |                |                | 1,137.08       | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
|               |                               |                |                | 552.85         | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
|               |                               |                |                | 629.09         | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
|               |                               |                |                | 524.14         | 13-00 5310-000 | 0000        | 3700-000 4700-001 025 |
| 000717        | HOLLANDIA DAIRY INC.          | 12-434215      | 5,556.27       |                |                |             |                       |
| 000778        | SAFEWAY INC.                  | 12-434216      |                | 172.46         | 138442         | A70072      | 3700-000 4700-002 085 |
|               |                               |                |                | 172.46         | 13-00 5310-000 | 0000        | 3700-000 4700-002 085 |
| 000778        | SAFEWAY INC.                  | 12-434216      | 172.46         |                |                |             |                       |
| 002771        | SMART & FINAL                 | 12-434217      |                | 74.94          | 162585         | A70128      | 3700-000 4700-002 085 |
|               |                               |                |                | 74.94          | 13-00 5310-000 | 0000        | 3700-000 4700-002 085 |
| 002771        | SMART & FINAL                 | 12-434217      | 74.94          |                |                |             |                       |
| 004091        | PRUDENTIAL OVERALL SUPPLY     | 12-434218      |                | 410.00         | 515679         | A70126      | 3700-000 5600-005 012 |
|               |                               |                |                | 50.00          | 13-00 5310-000 | 0000        | 3700-000 5600-005 016 |
|               |                               |                |                | 70.00          | 13-00 5310-000 | 0000        | 3700-000 5600-005 018 |
|               |                               |                |                | 70.00          | 13-00 5310-000 | 0000        | 3700-000 5600-005 020 |
|               |                               |                |                | 50.00          | 13-00 5310-000 | 0000        | 3700-000 5600-005 022 |
|               |                               |                |                | 50.00          | 13-00 5310-000 | 0000        | 3700-000 5600-005 024 |
| 004091        | PRUDENTIAL OVERALL SUPPLY     | 12-434218      | 410.00         |                |                |             |                       |
| 004397        | US FOODS - LOS ANGELES        | 12-434219      |                | 51,793.25      | 519940         | A70136      | 3700-000 4700-001 012 |
|               |                               |                |                | 5,548.68       | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                               |                |                | 6,733.34       | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                               |                |                | 9,373.73       | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                               |                |                | 10,927.78      | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
|               |                               |                |                | 6,606.19       | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
|               |                               |                |                | 12,603.53      | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
| 004397        | US FOODS - LOS ANGELES        | 12-434219      | 51,793.25      |                |                |             |                       |
| 004398        | AMERICAN PRODUCE DISTRIBUTORS | 12-434220      |                | 575.35         | 716035         | A70119      | 3700-000 4700-002 085 |
|               |                               |                |                | 575.35         | 13-00 5310-000 | 0000        | 3700-000 4700-002 085 |
|               |                               |                |                | 9,057.25       | 722027         | A70090      | 3700-000 4700-001 012 |
|               |                               |                |                | 1,145.40       | 13-00 5310-000 | 0000        | 3700-000 4700-001 016 |
|               |                               |                |                | 1,825.40       | 13-00 5310-000 | 0000        | 3700-000 4700-001 018 |
|               |                               |                |                | 1,811.20       | 13-00 5310-000 | 0000        | 3700-000 4700-001 020 |
|               |                               |                |                | 1,623.10       | 13-00 5310-000 | 0000        | 3700-000 4700-001 022 |
|               |                               |                |                | 1,041.50       | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |
|               |                               |                |                | 1,113.80       | 13-00 5310-000 | 0000        | 3700-000 4700-001 024 |

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 08/06/2015 AT 21:53  
 DISTRICT: 033

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

PAGE 48  
 WARRANT DATE 08/07/2015

| VENDOR NUMBER | VENDOR NAME               | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #                | ACCOUNT DISTRIBUTION |
|---------------|---------------------------|----------------|----------------|----------------|----------------|----------------------------|----------------------|
| 004788        | JASPERTRONICS             | 12-433531      |                | 4,157.00       | 0362           | A61223                     |                      |
| 004788        | JASPERTRONICS             | 12-433531      | 4,157.00       | 4,157.00       | 06-00 9010-071 | 1110 1000-000 4400-000 071 |                      |
| 04781A        | LUZ E LARIOS CONSULTANT & | 12-433532      |                | 756.40         | 125EXP         | A70241                     |                      |
| 04781A        | LUZ E LARIOS CONSULTANT & | 12-433532      | 756.40         | 756.40         | 03-00 0000-000 | 0000 7200-000 5800-010 064 |                      |
|               | UNRESTRICTED              |                | 308,478.44     |                |                |                            |                      |
|               | RESTRICTED                |                | 21,418.57      |                |                |                            |                      |

\*\*\* TOTALS FOR FUND \*\*\*

329,897.01 (INVOICE)  
 329,897.01 (DISTRIBUTION)

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

| VENDOR NUMBER | VENDOR NAME                | WARRANT NUMBER | WARRANT AMOUNT | INVOICE NUMBER        | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|----------------------------|----------------|----------------|-----------------------|-------------|-----------------------|
| 004323        | MCGREGOR AND ASSOCIATED    | 12-433523      |                | 379.10 SY1508         | A70143      |                       |
| 004323        | MCGREGOR AND ASSOCIATED    | 12-433523      | 379.10         | 03-00 0300-100        | 0000        | 7200-000 5600-005 071 |
| 004550        | CAROLINA TAPIA             | 12-433524      |                | 8.05 TAPIA            |             |                       |
| 004550        | CAROLINA TAPIA             | 12-433524      | 8.05           | 03-00 0000-000        | 0000        | 7200-000 5200-002 016 |
| 004556        | DASH MEDICAL GLOVE INC.    | 12-433525      |                | 759.79 942294         | A70179      |                       |
| 004556        | DASH MEDICAL GLOVE INC.    | 12-433525      | 759.79         | 03-00 0000-000        | 1110        | 1000-000 4300-010 012 |
| 004571        | DOMTAR PAPER LLC           | 12-433526      |                | 108.54 03-00 0000-000 |             | 1000-000 4300-010 016 |
| 004571        | DOMTAR PAPER LLC           | 12-433526      | 5,702.40       | 03-00 0000-000        | 1110        | 1000-000 4300-010 018 |
| 004730        | FORTRESS SYSTEMS           | 12-433527      |                | 108.54 03-00 0000-000 |             | 1000-000 4300-010 020 |
| 004730        | FORTRESS SYSTEMS           | 12-433527      | 170.00         | 03-00 0000-000        | 1110        | 1000-000 4300-010 022 |
| 004739        | MWILLIS INC.               | 12-433528      |                | 108.54 03-00 0000-000 |             | 1000-000 4300-010 024 |
| 004739        | MWILLIS INC.               | 12-433528      | 4,429.74       | 03-00 0000-000        | 1110        | 1000-000 4300-010 025 |
| 004753        | ROBERT BERKSTRESSER        | 12-433529      |                | 170.00 68185          | A70170      |                       |
| 004753        | ROBERT BERKSTRESSER        | 12-433529      | 43.20          | 03-00 0982-000        | 0000        | 3600-000 5600-005 074 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      |                | 4,429.74 201501       | A70153      |                       |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 43.20          | 03-00 0000-000        | 0000        | 7200-000 5800-010 064 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 012 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 016 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 018 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 020 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 022 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 024 |
| 004781        | LUZ E LARIOS, CONSULTANT & | 12-433530      | 10,162.50      | 06-00 3010-000        | 1110        | 1000-000 5800-010 025 |

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| VENDOR NUMBER | VENDOR NAME                 | -----<br>NUMBER | -----<br>WARRANT<br>AMOUNT | -----<br>AMOUNT | -----<br>INVOICE<br>NUMBER | -----<br>PURCH<br>ENC # | -----<br>ACCOUNT<br>DISTRIBUTION |
|---------------|-----------------------------|-----------------|----------------------------|-----------------|----------------------------|-------------------------|----------------------------------|
| 003420        | NEXUS IS, INC.              | 12-433514       |                            | 1,618.75        | 03-00 0300-500             | 1110                    | 1000-000 5600-007 020            |
|               |                             |                 |                            | 1,618.75        | 03-00 0300-500             | 1110                    | 1000-000 5600-007 022            |
|               |                             |                 |                            | 1,618.75        | 03-00 0300-500             | 1110                    | 1000-000 5600-007 024            |
|               |                             |                 |                            | 1,618.75        | 03-00 0300-500             | 1110                    | 1000-000 5600-007 025            |
|               |                             |                 |                            | 1,618.75        | 03-00 0300-500             | 1110                    | 1000-000 5600-007 080            |
| 003420        | NEXUS IS, INC.              | 12-433514       | 12,950.00                  |                 |                            |                         |                                  |
| 003888        | STANLEY CONVERGENT SECURITY | 12-433515       |                            | 357.36          | 398001                     | A70138                  |                                  |
|               |                             |                 |                            | 357.36          | 03-00 0000-000             | 0000                    | 8100-000 5600-006 071            |
|               |                             |                 |                            | 46,752.00       | 481589                     | A70138                  |                                  |
|               |                             |                 |                            | 46,752.00       | 03-00 0000-000             | 0000                    | 8100-000 5600-006 071            |
|               |                             |                 |                            | 7,896.00        | 483620                     | A70138                  |                                  |
|               |                             |                 |                            | 7,896.00        | 03-00 0000-000             | 0000                    | 8100-000 5600-006 071            |
| 003888        | STANLEY CONVERGENT SECURITY | 12-433515       | 55,005.36                  |                 |                            |                         |                                  |
| 003909        | TEAMTALK NETWORK            | 12-433516       |                            | 278.46          | 42622                      | A70061                  |                                  |
|               |                             |                 |                            | 278.46          | 03-00 0982-000             | 0000                    | 3600-000 5600-005 074            |
| 003909        | TEAMTALK NETWORK            | 12-433516       | 278.46                     |                 |                            |                         |                                  |
| 003979        | SYLVIA MUNDZ                | 12-433517       |                            | 101.03          | SYLVIA                     |                         |                                  |
|               |                             |                 |                            | 101.03          | 03-00 0000-000             | 0000                    | 7200-000 5200-002 071            |
| 003979        | SYLVIA MUNDZ                | 12-433517       | 101.03                     |                 |                            |                         |                                  |
| 003996        | RUSSELL PLUMBING            | 12-433518       |                            | 455.00          | 291852                     | A70177                  |                                  |
|               |                             |                 |                            | 455.00          | 06-00 8150-000             | 0000                    | 8100-000 5600-005 070            |
| 003996        | RUSSELL PLUMBING            | 12-433518       | 455.00                     |                 |                            |                         |                                  |
| 004056        | OPTIMUM FLOORCARE           | 12-433519       |                            | 972.00          | 396570                     | A70055                  |                                  |
|               |                             |                 |                            | 972.00          | 06-00 8150-000             | 0000                    | 8100-000 5600-005 070            |
| 004056        | OPTIMUM FLOORCARE           | 12-433519       | 972.00                     |                 |                            |                         |                                  |
| 004073        | HAWTHORNE LIFT SYSTEMS      | 12-433520       |                            | 1,548.00        | 045871                     | A70167                  |                                  |
|               |                             |                 |                            | 1,548.00        | 06-00 8150-000             | 0000                    | 8100-000 5600-005 070            |
|               |                             |                 |                            | 1,242.00        | 045872                     | A70167                  |                                  |
|               |                             |                 |                            | 1,242.00        | 06-00 8150-000             | 0000                    | 8100-000 5600-005 070            |
| 004073        | HAWTHORNE LIFT SYSTEMS      | 12-433520       | 2,790.00                   |                 |                            |                         |                                  |
| 004084        | RUSSELL SIGLER, INC         | 12-433521       |                            | 621.66          | 007916                     | A70181                  |                                  |
|               |                             |                 |                            | 621.66          | 06-00 8150-000             | 0000                    | 8100-000 4300-007 070            |
| 004084        | RUSSELL SIGLER, INC         | 12-433521       | 621.66                     |                 |                            |                         |                                  |
| 004031        | PRO POWER                   | 12-433522       |                            | 214.81          | 102709                     | A70057                  |                                  |
|               |                             |                 |                            | 214.81          | 03-00 0300-070             | 0000                    | 8200-000 4300-014 069            |
| 004031        | PRO POWER                   | 12-433522       | 214.81                     |                 |                            |                         |                                  |

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| VENDOR NUMBER | VENDOR NAME                    | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|--------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 002909        | AT&T                           | 12-433506      | 1,914.12       |                |                |             |                       |
| 002913        | GYM CLOSET                     | 12-433507      |                | 693.21         | 207261         | A70070      |                       |
| 002913        | GYM CLOSET                     | 12-433507      | 693.21         | 693.21         | 03-00 0000-000 | 1110        | 1000-000 4300-001 020 |
| 002932        | M D CARPETS                    | 12-433508      |                | 129.60         | MDCARP         | A70182      |                       |
| 002932        | M D CARPETS                    | 12-433508      | 129.60         | 129.60         | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 002976        | FEDEX                          | 12-433509      |                | 28.86          | FEDEX          | A70009      |                       |
| 002976        | FEDEX                          | 12-433509      | 28.86          | 28.86          | 03-00 0000-000 | 0000        | 7200-000 5900-012 071 |
| 003087        | HARRELL'S LLC                  | 12-433510      |                | 109.84         | 827147         | A70063      |                       |
| 003087        | HARRELL'S LLC                  | 12-433510      | 1,620.30       | 109.84         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 003145        | VALLEY INDUSTRIAL SPECIALTIES  | 12-433511      |                | 449.47         | 829997         | A70063      |                       |
| 003145        | VALLEY INDUSTRIAL SPECIALTIES  | 12-433511      | 281.75         | 449.47         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 003311        | SAN DIEGO COUNTY SUPERINTENDEN | 12-433512      |                | 242.56         | 829998         | A70063      |                       |
| 003311        | SAN DIEGO COUNTY SUPERINTENDEN | 12-433512      |                | 242.56         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      |                | 403.60         | 830290         | A70063      |                       |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      | 2,543.78       | 403.60         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      |                | 414.83         | 830291         | A70063      |                       |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      |                | 414.83         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 003145        | VALLEY INDUSTRIAL SPECIALTIES  | 12-433511      |                | 281.75         | 217927         | A70022      |                       |
| 003145        | VALLEY INDUSTRIAL SPECIALTIES  | 12-433511      | 281.75         | 281.75         | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 003311        | SAN DIEGO COUNTY SUPERINTENDEN | 12-433512      |                | 40.00          | A60971         | A60971      |                       |
| 003311        | SAN DIEGO COUNTY SUPERINTENDEN | 12-433512      | 40.00          | 40.00          | 06-00 6500-000 | 5770        | 1110-000 5200-003 054 |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      |                | 2,277.24       | 028912         |             |                       |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      | 2,543.78       | 2,277.24       | 03-00 0000-000 | 0000        | 0000-000 9320-000 000 |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      |                | 266.54         | 030031         | A70166      |                       |
| 003377        | SOUTHWEST SCHOOL & OFFICE      | 12-433513      |                | 266.54         | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 00320         | NEXUS IS, INC.                 | 12-433514      |                | 12,950.00      | 086926         | A70151      |                       |
| 00320         | NEXUS IS, INC.                 | 12-433514      |                | 1,618.75       | 03-00 0300-500 | 1110        | 1000-000 5600-007 012 |
| 00320         | NEXUS IS, INC.                 | 12-433514      |                | 1,618.75       | 03-00 0300-500 | 1110        | 1000-000 5600-007 016 |
| 00320         | NEXUS IS, INC.                 | 12-433514      |                | 1,618.75       | 03-00 0300-500 | 1110        | 1000-000 5600-007 018 |

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

| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|-------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 001795        | WILLY'S ELECTRONIC SUPPLY CO. | 12-433496      | 15.70          |                |                |             |                       |
| 001870        | KIRK'S RADIATOR               | 12-433497      |                | 2,127.60       | 27732          | A70172      |                       |
| 001870        | KIRK'S RADIATOR               | 12-433497      | 2,127.60       |                | 03-00 0982-000 | 0000        | 3600-000 4300-060 074 |
| 002227        | FRONTLINE TECHNOLOGIES GROUP  | 12-433498      |                | 5,000.00       | 39753          | A70150      |                       |
| 002227        | FRONTLINE TECHNOLOGIES GROUP  | 12-433498      | 5,000.00       |                | 03-00 0000-000 | 0000        | 7200-000 5800-010 071 |
| 002355        | I B TROPHIES & AWARDS         | 12-433499      |                | 23.22          | 6558           | A70210      |                       |
| 002355        | I B TROPHIES & AWARDS         | 12-433499      | 23.22          |                | 03-00 0000-000 | 1110        | 1000-000 4300-001 025 |
| 002578        | CLARK SECURITY PRODUCTS       | 12-433500      |                | 238.04         | 135329         | A70020      |                       |
| 002578        | CLARK SECURITY PRODUCTS       | 12-433500      | 238.04         |                | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 002650        | IMPERIAL SPRINKLER SUPPLY     | 12-433501      |                | 172.77         | 332753         | A70053      |                       |
| 002650        | IMPERIAL SPRINKLER SUPPLY     | 12-433501      | 172.77         |                | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 002682        | BENCHMARK EDUCATION COMPANY   | 12-433502      |                | 2,204.24       | 336457         | A70053      |                       |
| 002682        | BENCHMARK EDUCATION COMPANY   | 12-433502      | 2,204.24       |                | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 002714        | RED SCHOOLHOUSE SOFTWARE      | 12-433503      |                | 25,571.00      | 16087          | A70146      |                       |
| 002714        | RED SCHOOLHOUSE SOFTWARE      | 12-433503      | 25,571.00      |                | 03-00 0000-001 | 1110        | 1000-000 5800-006 061 |
| 002770        | FLEETWASH INC                 | 12-433504      |                | 121.52         | 555182         | A60957      |                       |
| 002770        | FLEETWASH INC                 | 12-433504      | 121.52         |                | 03-00 0982-000 | 0000        | 3600-000 5600-005 074 |
| 002836        | WESTAIR GASES & EQUIPMENT INC | 12-433505      |                | 23.33          | 165715         | A70043      |                       |
| 002836        | WESTAIR GASES & EQUIPMENT INC | 12-433505      | 23.33          |                | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 002909        | AT&T                          | 12-433506      |                | 1,914.12       | PHONES         |             |                       |
| 002909        | AT&T                          | 12-433506      | 1,914.12       |                | 03-00 0000-000 | 0000        | 8200-000 5900-003 069 |

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| VENDOR NUMBER | VENDOR NAME                    | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|--------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 001510        | EWING IRRIGATION               | 12-433490      |                | 167.45         | 26606          | A70051      |                       |
|               |                                |                | 1,460.54       | 167.45         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|               |                                |                |                | 502.50         | 42508          | A70051      |                       |
|               |                                |                |                | 502.50         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|               |                                |                |                | 216.00         | 60363          | A70051      |                       |
|               |                                |                |                | 86.88          | 68154          | A70051      |                       |
|               |                                |                |                | 86.88          | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|               |                                |                |                | 110.81         | 83385          | A70051      |                       |
|               |                                |                |                | 110.81         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|               |                                |                |                | 69.10          | 83386          | A70051      |                       |
|               |                                |                |                | 69.10          | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 001510        | EWING IRRIGATION               | 12-433490      | 1,460.54       |                |                |             |                       |
| 001531        | E3 DIAGNOSTICS                 | 12-433491      |                | 135.00         | 762496         | A70236      |                       |
|               |                                |                | 135.00         | 135.00         | 03-00 0000-000 | 0000        | 7200-000 5600-006 052 |
| 001531        | E3 DIAGNOSTICS                 | 12-433491      |                |                |                |             |                       |
| 001532        | UNISOURCE WORLDWIDE INC.       | 12-433492      |                | 1,629.45       | 673546         | A70006      |                       |
|               |                                |                | 6,063.07       | 1,629.45       | 03-00 0000-000 | 0000        | 7550-000 4300-050 073 |
|               |                                |                |                | 4,433.62       | 679341         |             |                       |
|               |                                |                |                | 4,433.62       | 03-00 0000-000 | 0000        | 0000-000 9320-000 000 |
| 001678        | ANITA GILLCHREST               | 12-433493      |                | 142.86         | ANAGIL         |             |                       |
|               |                                |                | 171.55         | 142.86         | 03-00 0000-000 | 0000        | 7200-000 4300-010 052 |
|               |                                |                |                | 28.69          | ANITA          |             |                       |
|               |                                |                |                | 28.69          | 06-00 6500-000 | 5001        | 3900-000 5200-002 054 |
| 001725        | SPINITAR/PRESENTATION PRODUCTS | 12-433494      |                | 465.78         | 340713         | A70011      |                       |
|               |                                |                | 465.78         | 465.78         | 03-00 0000-000 | 1110        | 1000-000 4300-001 012 |
| 001755        | WILLIAM V. MAC GILL & CO.      | 12-433495      |                | 4,675.19       | 526662         | A70180      |                       |
|               |                                |                | 4,675.19       | 667.88         | 03-00 0000-000 | 1110        | 1000-000 4300-010 012 |
|               |                                |                |                | 667.88         | 03-00 0000-000 | 1110        | 1000-000 4300-010 016 |
|               |                                |                |                | 667.88         | 03-00 0000-000 | 1110        | 1000-000 4300-010 018 |
|               |                                |                |                | 667.88         | 03-00 0000-000 | 1110        | 1000-000 4300-010 020 |
|               |                                |                |                | 667.88         | 03-00 0000-000 | 1110        | 1000-000 4300-010 022 |
|               |                                |                |                | 667.88         | 03-00 0000-000 | 1110        | 1000-000 4300-010 024 |
|               |                                |                |                | 667.91         | 03-00 0000-000 | 1110        | 1000-000 4300-010 025 |
| 001755        | WILLIAM V. MAC GILL & CO.      | 12-433495      | 4,675.19       |                |                |             |                       |
| 001795        | WILLY'S ELECTRONIC SUPPLY CO.  | 12-433496      |                | 15.70          | 289656         | A70190      |                       |
|               |                                |                |                | 15.70          | 03-00 0000-000 | 0000        | 7700-000 4300-002 067 |

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| VENDOR NUMBER | VENDOR NAME                  | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|------------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 001161        | HOME DEPOT CREDIT SERVICES   | 12-433485      |                | 68.52          | 012011         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 12.60          | 012012         | A70054      | 8100-000 4300-007 070 |
|               |                              |                |                | 12.60          | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|               |                              |                |                | 95.22          | 012018         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 63.96          | 020127         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 63.96          | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
|               |                              |                |                | 24.51          | 021116         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 24.51          | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
|               |                              |                |                | 324.98         | 021854         | A70034      | 7700-000 4300-002 067 |
|               |                              |                |                | 324.98         | 03-00 0000-000 | 0000        | 7700-000 4300-002 067 |
|               |                              |                |                | 70.08          | 561349         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 70.08          | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
|               |                              |                |                | 11.25          | 561505         | A70054      | 8200-000 4300-014 069 |
|               |                              |                |                | 11.25          | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
|               |                              |                |                | 43.17          | 573184         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 43.17          | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
|               |                              |                |                | 32.58          | 573581         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 32.58          | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
|               |                              |                |                | 86.01          | 582623         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 86.01          | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
|               |                              |                |                | 177.93         | 593538         | A70017      | 8100-000 4300-007 070 |
|               |                              |                |                | 177.93         | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 001161        | HOME DEPOT CREDIT SERVICES   | 12-433485      | 1,010.81       |                |                |             |                       |
| 00117A        | UNITED STATES POSTAL SERVICE | 12-433486      |                |                |                |             |                       |
|               |                              |                |                | 102.90         | BULK           |             | 1000-000 5900-012 016 |
|               |                              |                |                | 102.90         | 03-00 0000-000 | 1110        | 1000-000 5900-012 016 |
|               |                              |                |                | 528.52         | BULK1          |             | 2100-000 5900-012 061 |
|               |                              |                |                | 528.52         | 03-00 0000-000 | 0000        | 2100-000 5900-012 061 |
| 00117A        | UNITED STATES POSTAL SERVICE | 12-433486      | 631.42         |                |                |             |                       |
| 001278        | JOHNSON CONTROLS             | 12-433487      |                |                |                |             |                       |
|               |                              |                |                | 762.32         | 414578         | A70195      | 8100-000 5600-005 070 |
|               |                              |                |                | 762.32         | 06-00 8150-000 | 0000        | 8100-000 5600-005 070 |
| 001278        | JOHNSON CONTROLS             | 12-433487      | 762.32         |                |                |             |                       |
| 001438        | REPUBLIC SERVICES #509       | 12-433488      |                |                |                |             |                       |
|               |                              |                |                | 12,875.89      | TRASH          |             | 8200-000 5500-005 069 |
|               |                              |                |                | 12,875.89      | 03-00 0000-000 | 0000        | 8200-000 5500-005 069 |
| 001438        | REPUBLIC SERVICES #509       | 12-433488      | 12,875.89      |                |                |             |                       |
| 001452        | RUSS' BEE REMOVAL            | 12-433489      |                |                |                |             |                       |
|               |                              |                |                | 175.00         | 003270         | A70171      | 8100-000 5200-003 070 |
|               |                              |                |                | 175.00         | 06-00 8150-000 | 0000        | 8100-000 5200-003 070 |
| 001452        | RUSS' BEE REMOVAL            | 12-433489      | 175.00         |                |                |             |                       |
| 001510        | EWING IRRIGATION             | 12-433490      |                |                |                |             |                       |
|               |                              |                |                | 307.80         | 26605          | A70051      | 8200-000 4300-014 069 |
|               |                              |                |                | 307.80         | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |

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| VENDOR NUMBER | VENDOR NAME                   | WARRANT NUMBER | WARRANT AMOUNT | AMOUNT    | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|-------------------------------|----------------|----------------|-----------|----------------|-------------|-----------------------|
| 000409        | SAN DIEGO UNION-TRIBUNE       | 12-433478      |                | 418.01    | 03-00 0000-000 | 0000        | 7100-000 4300-011 064 |
| 000409        | SAN DIEGO UNION-TRIBUNE       | 12-433478      | 418.01         |           |                |             |                       |
| 000506        | DION INTERNATIONAL TRUCK INC. | 12-433479      |                | 5,522.50  | 19029          | A70083      |                       |
| 000506        | DION INTERNATIONAL TRUCK INC. | 12-433479      | 5,522.50       |           | 03-00 0982-000 | 0000        | 3600-000 5600-005 074 |
| 000624        | HYDRO-SCAPE PRODUCTS, INC.    | 12-433480      |                | 21.60     | 408200         | A70038      |                       |
| 000624        | HYDRO-SCAPE PRODUCTS, INC.    | 12-433480      | 21.60          |           | 03-00 0300-070 | 0000        | 8200-000 4300-014 069 |
| 00067A        | SAN DIEGO GAS & ELECTRICT     | 12-433481      |                | 67,636.65 | ELECTR         |             |                       |
| 00067A        | SAN DIEGO GAS & ELECTRICT     | 12-433481      | 67,636.65      |           | 03-00 0000-000 | 0000        | 8200-000 5500-001 069 |
| 000775        | REFRIGERATION SUPPLIES        | 12-433482      |                | 336.73    | 03-00 0000-000 | 0000        | 8200-000 5500-002 069 |
| 000775        | REFRIGERATION SUPPLIES        | 12-433482      | 336.73         |           | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 000801        | GRAINGER                      | 12-433483      |                | 20.09     | 050203         | A70021      |                       |
| 000801        | GRAINGER                      | 12-433483      |                | 20.09     | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 000801        | GRAINGER                      | 12-433483      |                | 241.61    | 429728         | A70021      |                       |
| 000801        | GRAINGER                      | 12-433483      |                | 241.61    | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 000801        | GRAINGER                      | 12-433483      |                | 137.37    | 569342         | A70021      |                       |
| 000801        | GRAINGER                      | 12-433483      |                | 137.37    | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 000801        | GRAINGER                      | 12-433483      |                | 5.15      | 784407         | A70021      |                       |
| 000801        | GRAINGER                      | 12-433483      |                | 5.15      | 06-00 8150-000 | 0000        | 8100-000 4300-007 070 |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 909.47    | 087001         | A70089      |                       |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 909.47    | 03-00 0000-000 | 1110        | 1000-000 4300-011 016 |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 583.18    | 426001         | A70087      |                       |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 583.18    | 06-00 8150-000 | 0000        | 8100-000 4300-011 070 |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 1,568.55  | 474001         |             |                       |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 1,568.55  | 03-00 0000-000 | 0000        | 0000-000 9320-000 000 |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 1,344.60  | 665001         |             |                       |
| 000809        | OFFICE DEPOT                  | 12-433484      |                | 1,344.60  | 03-00 0000-000 | 0000        | 0000-000 9320-000 000 |

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| VENDOR NUMBER | VENDOR NAME                  | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|---------------|------------------------------|----------------|----------------|----------------|----------------|---------------|----------------------|
| 000073        | SOUTHLAND TECHNOLOGY, INC.   | 12-433471      |                | 95.00          | 64096          | A70198        |                      |
|               |                              |                | 1,894.82       | 95.00          | 03-00 0300-500 | 1110 1000-000 | 5600-007 020         |
| 000073        | SOUTHLAND TECHNOLOGY, INC.   | 12-433471      |                |                |                |               |                      |
| 000080        | STATE BOARD OF EQUALIZATION  | 12-433472      |                | 52.76          | DIESEL         |               |                      |
|               |                              |                | 52.76          | 52.76          | 03-00 0982-000 | 0000 3600-000 | 4300-022 074         |
| 000098        | NORA MACIAS-SANTOS           | 12-433473      |                |                |                |               |                      |
|               |                              |                | 38.70          | 38.70          | 03-00 0000-000 | 1110 1000-000 | 4300-001 012         |
| 000117        | UNITED STATES POSTAL SERVICE | 12-433474      |                |                |                |               |                      |
|               |                              |                | 614.86         | 614.86         | POSTAL         |               |                      |
|               |                              |                |                | 7.23           | 03-00 0000-000 | 0000 2100-000 | 5900-012 054         |
|               |                              |                |                | 220.90         | 03-00 0000-000 | 0000 7100-000 | 5900-012 064         |
|               |                              |                |                | 231.58         | 03-00 0000-000 | 0000 7200-000 | 5900-012 071         |
|               |                              |                |                | 34.48          | 03-00 0000-000 | 0000 2100-000 | 5900-012 061         |
|               |                              |                |                | 17.36          | 03-00 0000-000 | 0000 7200-000 | 5900-012 062         |
|               |                              |                |                | 103.31         | 03-00 0982-000 | 0000 3600-000 | 5900-012 074         |
| 000117        | UNITED STATES POSTAL SERVICE | 12-433474      |                |                |                |               |                      |
|               |                              |                | 614.86         | 1,447.85       | 400055         | A70156        |                      |
|               |                              |                |                | 1,447.85       | 03-00 0000-000 | 0000 8200-000 | 4300-020 022         |
|               |                              |                |                | 2,307.93       | 414973         | A70085        |                      |
|               |                              |                |                | 2,307.93       | 06-00 8150-000 | 0000 8100-000 | 5600-005 070         |
| 000136        | WAXIE SANITARY SUPPLY        | 12-433475      |                |                |                |               |                      |
|               |                              |                | 3,755.78       |                |                |               |                      |
| 000370        | DUNN-EDWARDS CORP.           | 12-433476      |                |                |                |               |                      |
|               |                              |                |                | 311.08         | 057342         | A70028        |                      |
|               |                              |                |                | 311.08         | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
|               |                              |                |                | 61.70          | 058222         | A70028        |                      |
|               |                              |                |                | 61.70          | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
|               |                              |                |                | 41.26          | 058254         | A70028        |                      |
|               |                              |                |                | 41.26          | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
|               |                              |                |                | 28.41          | 058343         | A70028        |                      |
|               |                              |                |                | 28.41          | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
|               |                              |                |                | 61.91          | 142218         | A70028        |                      |
|               |                              |                |                | 61.91          | 06-00 8150-000 | 0000 8100-000 | 4300-007 070         |
| 000370        | DUNN-EDWARDS CORP.           | 12-433476      |                |                |                |               |                      |
|               |                              |                | 504.36         |                |                |               |                      |
| 00079         | HAWTHORNE MACHINERY          | 12-433477      |                |                |                |               |                      |
|               |                              |                |                | 8,327.64       | 120541         | A70164        |                      |
|               |                              |                |                | 5,387.64       | 03-00 0982-000 | 0000 3600-000 | 4300-023 074         |
|               |                              |                |                | 2,940.00       | 03-00 0982-000 | 0000 3600-000 | 5600-005 074         |
| 00079         | HAWTHORNE MACHINERY          | 12-433477      |                |                |                |               |                      |
|               |                              |                | 8,327.64       |                |                |               |                      |
| 00079         | HAWTHORNE MACHINERY          | 12-433477      |                |                |                |               |                      |
|               |                              |                |                |                |                |               |                      |
| 00079         | SAN DIEGO UNION-TRIBUNE      | 12-433478      |                |                |                |               |                      |
|               |                              |                |                | 418.01         | UNION          | A70147        |                      |

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| VENDOR NUMBER | VENDOR NAME                | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION       |
|---------------|----------------------------|----------------|----------------|----------------|----------------|-------------|----------------------------|
| 000043        | PRUDENTIAL OVERALL         | 12-433467      |                | 23.40          | 515681         | A70058      |                            |
|               |                            |                |                | 23.40          | 03-00          | 0300-070    | 0000 8200-000 4300-014 069 |
|               |                            |                |                | 23.40          | 517208         | A70058      |                            |
|               |                            |                |                | 23.40          | 03-00          | 0300-070    | 0000 8200-000 4300-014 069 |
| 000043        | PRUDENTIAL OVERALL         | 12-433467      | 46.80          |                |                |             |                            |
| 000044        | QUILL CORP.                | 12-433468      |                | 739.77         | 996021         | A70002      |                            |
|               |                            |                |                | 739.77         | 03-00          | 0000-000    | 1110 1000-000 4300-001 016 |
| 000067        | SAN DIEGO GAS & ELECTRIC   | 12-433469      |                | 63,043.90      | GASELE         |             |                            |
|               |                            |                |                | 185.24         | 03-00          | 0000-000    | 0000 8200-000 5500-002 069 |
|               |                            |                |                | 62,858.66      | 03-00          | 0000-000    | 0000 8200-000 5500-001 069 |
| 000067        | SAN DIEGO GAS & ELECTRIC   | 12-433469      | 63,043.90      |                |                |             |                            |
| 000069        | CITY TREASURER             | 12-433470      |                | 1,000.00       | VISTAT         | A70077      |                            |
|               |                            |                |                | 1,000.00       | 06-00          | 6500-000    | 5750 1110-000 5600-005 054 |
| 000069        | CITY TREASURER             | 12-433470      | 1,000.00       |                |                |             |                            |
| 000073        | SOUTHLAND TECHNOLOGY, INC. | 12-433471      |                | 464.40         | S63937         | A70199      |                            |
|               |                            |                |                | 464.40         | 03-00          | 0300-500    | 1110 1000-000 4300-016 020 |
|               |                            |                |                | 52.92          | S64094         | A70199      |                            |
|               |                            |                |                | 52.92          | 03-00          | 0300-500    | 1110 1000-000 4300-016 020 |
|               |                            |                |                | 95.00          | 63870          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 63871          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 63872          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 022 |
|               |                            |                |                | 95.00          | 63873          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 022 |
|               |                            |                |                | 95.00          | 63937          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 190.00         | 63938          | A70198      |                            |
|               |                            |                |                | 190.00         | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 63939          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 63940          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 63941          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 63942          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 142.50         | 64094          | A70198      |                            |
|               |                            |                |                | 142.50         | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |
|               |                            |                |                | 95.00          | 64095          | A70198      |                            |
|               |                            |                |                | 95.00          | 03-00          | 0300-500    | 1110 1000-000 5600-007 020 |

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

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 07/30/2015 AT 20:09  
 DISTRICT: 033

| VENDOR NUMBER           | VENDOR NAME                  | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION     |
|-------------------------|------------------------------|----------------|----------------|----------------|----------------|-------------|--------------------------|
| 000778                  | SAFEWAY INC.                 | 12-432975      |                | 509.76         | 834884         | A70072      |                          |
|                         |                              |                |                | 509.76         | 13-00 5310-000 | 0000        | 3700-000 4700-002 085    |
| 000778                  | SAFEWAY INC.                 | 12-432975      | 509.76         |                |                |             |                          |
| 000887                  | SAN DIEGO RESTAURANT SUPPLY  | 12-432976      |                | 7,927.80       | 252482         | A70114      |                          |
|                         |                              |                |                | 7,927.80       | 13-00 5310-000 | 0000        | 3700-000 4400-000 085    |
| 000887                  | SAN DIEGO RESTAURANT SUPPLY  | 12-432976      | 7,927.80       |                |                |             |                          |
| 002419                  | CINTAS CORPORATION NO. 3     | 12-432977      |                | 223.95         | 033358         | A70175      |                          |
|                         |                              |                |                | 223.95         | 13-00 5310-000 | 0000        | 3700-000 5800-010 085    |
| 002419                  | CINTAS CORPORATION NO. 3     | 12-432977      | 223.95         |                |                |             |                          |
| 004233                  | SERVICE SOLUTIONS GROUP, LLC | 12-432978      |                | 316.00         | 005815         | A70132      |                          |
|                         |                              |                |                | 316.00         | 13-00 5310-000 | 0000        | 3700-000 5800-010 025    |
| 004233                  | SERVICE SOLUTIONS GROUP, LLC | 12-432978      | 316.00         |                |                |             |                          |
| 004556                  | DASH MEDICAL GLOVE INC.      | 12-432979      |                | 1,013.05       | 941330         |             |                          |
|                         |                              |                |                | 1,013.05       | 13-00 5310-000 | 0000        | 0000-000 9320-000 000    |
| 004556                  | DASH MEDICAL GLOVE INC.      | 12-432979      | 1,013.05       |                |                |             |                          |
| 004691                  | VISTA FOOD EXCHANGE INC.     | 12-432980      |                | 6,484.80       | 711809         |             |                          |
|                         |                              |                |                | 6,484.80       | 13-00 5310-000 | 0000        | 0000-000 9320-000 000    |
| 004691                  | VISTA FOOD EXCHANGE INC.     | 12-432980      | 6,484.80       |                |                |             |                          |
| *** TOTALS FOR FUND *** |                              |                | 16,475.36      |                |                |             | 16,475.36 (INVOICE)      |
|                         |                              |                |                |                |                |             | 16,475.36 (DISTRIBUTION) |

667

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

FIS/PRINT/SERIES12/WARR/REGISTER  
PREPARED ON 07/30/2015 AT 20:09  
DISTRICT: 033

| VENDOR NUMBER | VENDOR NAME              | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION  |
|---------------|--------------------------|----------------|----------------|----------------|----------------|-------------|-----------------------|
| 000069        | CITY TREASURER           | 12-432969      |                | 442.79         | 03-00 0000-000 | 0000        | 8200-000 5500-004 069 |
| 000069        | CITY TREASURER           | 12-432969      | 442.79         |                |                |             |                       |
| 000942        | CAROLINA HERNANDEZ       | 12-432970      |                | 98.76          | 03-00 0000-000 | 1110        | 1000-000 4300-001 012 |
| 000942        | CAROLINA HERNANDEZ       | 12-432970      | 98.76          |                |                |             |                       |
| 001382        | LOURDES VALLIN           | 12-432971      |                | 101.01         | 03-00 0000-000 | 1110        | 1000-000 4300-001 012 |
| 001382        | LOURDES VALLIN           | 12-432971      | 101.01         |                |                |             |                       |
| 001678        | ANITA GILLCHREST         | 12-432972      |                | 152.84         | 03-00 0000-000 | 0000        | 2100-000 5900-012 061 |
| 001678        | ANITA GILLCHREST         | 12-432972      | 152.84         |                |                |             |                       |
| 003147        | CALIFORNIA DEPARTMENT OF | 12-432973      |                | 554.73         | 03-00 0000-000 | 0000        | 0000-000 9511-000 000 |
| 003147        | CALIFORNIA DEPARTMENT OF | 12-432973      | 554.73         |                |                |             |                       |
| 004739        | MWILLIS INC.             | 12-432974      |                | 6,636.43       | 03-00 0000-000 | 0000        | 7200-000 5800-010 064 |
| 004739        | MWILLIS INC.             | 12-432974      | 6,636.43       |                |                |             |                       |
|               | UNRESTRICTED             |                | 7,986.56       |                |                |             |                       |
|               | RESTRICTED               |                | .00            |                |                |             |                       |
|               | TOTALS FOR FUND          |                | 7,986.56       |                |                |             | (INVOICE)             |
|               |                          |                |                |                |                |             | (DISTRIBUTION)        |

\*\*\* TOTALS FOR FUND \*\*\*

666

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

FIS/PRINT/SERIES12/WARR/REGISTER  
PREPARED ON 07/27/2015 AT 20:25  
DISTRICT: 033

| VENDOR NUMBER           | VENDOR NAME    | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION        |
|-------------------------|----------------|----------------|----------------|----------------|----------------|-------------|-----------------------------|
| 000069                  | CITY TREASURER | 12-432193      |                | 7,324.48       | 03-00          | 0000        | 8200-000 5500-004 069       |
| 000069                  | CITY TREASURER | 12-432193      | 7,324.48       | 7,324.48       | 03-00          | 0000        |                             |
|                         | UNRESTRICTED   |                | 7,324.48       |                |                |             |                             |
|                         | RESTRICTED     |                | .00            |                |                |             |                             |
| *** TOTALS FOR FUND *** |                |                | 7,324.48       | 7,324.48       |                |             | (INVOICE)<br>(DISTRIBUTION) |

665

| VENDOR NUMBER           | VENDOR NAME         | WARRANT NUMBER | AMOUNT | INVOICE NUMBER | AMOUNT | PURCH ENC #   | ACCOUNT DISTRIBUTION |
|-------------------------|---------------------|----------------|--------|----------------|--------|---------------|----------------------|
| 000106                  | CHEVRON U.S.A. INC. | 12-432052      | 96.60  | 13-00 5310-000 | 96.60  | 0000 3700-000 | 4300-022 085         |
| 000106                  | CHEVRON U.S.A. INC. | 12-432052      | 96.60  |                |        |               |                      |
| *** TOTALS FOR FUND *** |                     |                |        |                |        |               |                      |
|                         |                     |                |        |                |        |               | 96.60 (INVOICE)      |
|                         |                     |                |        |                |        |               | 96.60 (DISTRIBUTION) |

0667

| VENDOR NUMBER           | VENDOR NAME         | WARRANT NUMBER | WARRANT AMOUNT | INVOICE AMOUNT | INVOICE NUMBER | PURCH ENC # | ACCOUNT DISTRIBUTION                          |
|-------------------------|---------------------|----------------|----------------|----------------|----------------|-------------|---|
| 000106                  | CHEVRON U.S.A. INC. | 12-432051      | 2,740.39       | 2,740.39       | CHVR01         | 0000        | 8100-000 4300-022 070                         |
|                         |                     |                | 718.94         | 718.94         | 06-00          | 8150-000    | 0000 8200-000 4300-022 069                    |
|                         |                     |                | 864.42         | 864.42         | 03-00          | 0000-000    | 0000 3600-000 4300-022 074                    |
|                         |                     |                | 1,043.07       | 1,043.07       | 03-00          | 0982-000    | 0000 7700-000 4300-022 067                    |
|                         |                     |                | 113.96         | 113.96         | 03-00          | 0000-000    |   |
| 000106                  | CHEVRON U.S.A. INC. | 12-432051      | 2,740.39       |                |                |             |   |
|                         | UNRESTRICTED        |                | 2,021.45       |                |                |             |   |
|                         | RESTRICTED          |                | 718.94         |                |                |             |   |
| *** TOTALS FOR FUND *** |                     |                | 2,740.39       | 2,740.39       |                |             | 2,740.39 (INVOICE)<br>2,740.39 (DISTRIBUTION) |

60603

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:** Business Services

**AGENDA ITEM:** AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA INC.  
FOR FISCAL AND MANAGEMENT INFORMATION SERVICES

**BACKGROUND INFORMATION:**

Throughout the year the District uses the resources of School Services of California Inc. for guidance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the State Mandated cost claims process. These resources are invaluable in keeping up with the constantly changing financial landscape of the State.

The District would like to renew the annual agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2015 to September 30, 2016.

**RECOMMENDATION:**

Approve the Agreement with School Services of California, Inc. for Fiscal and Management Information Services from October 1, 2015 through September 30, 2016 at an estimated cost of \$3,540 from the General fund.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *JFM*

Requisition #

Financial Implications?

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

Yes     No

Yes     No

Estimated Cost:

\$3,540

(Amount)

General Fund

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an agreement between the **SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of October 1, 2015.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Fiscal Implications of School District Reorganization
    - iii. Associate Student Body
    - iv. Attendance Accounting
  - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

**SAN YSIDRO ELEMENTARY SCHOOL DISTRICT**

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- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,540 annually, plus expenses, or payable at \$295 per month, plus expenses, upon receipt of a billing from Consultant
  - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning October 1, 2015, and terminating September 30, 2016. This Agreement may be terminated prior to September 30, 2016 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
  
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(printed name): \_\_\_\_\_  
San Ysidro Elementary School District

BY:  \_\_\_\_\_ DATE: August 15, 2015  
JOHN GRAY  
President  
School Services of California, Inc.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:** Business Services

**AGENDA ITEM:** AGREEMENT WITH GLORIA GONZALEZ PHOTOGRAPHY

**BACKGROUND INFORMATION:**

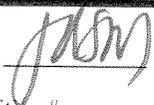
Gloria Gonzalez Photography has been providing school portraits and other specialty items for students and staff. Services have been provided at several schools based on principal's choice to participate. Participating schools receive a commission for portrait packages that are sold. Commission is used at the discretion of the school principal.

**RECOMMENDATION:**

Approve the Agreement with Gloria Gonzalez Photography for school year 2015-16.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

Yes     No

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

Yes     No

Requisition #

Commission

(Amount)

School Donation Account

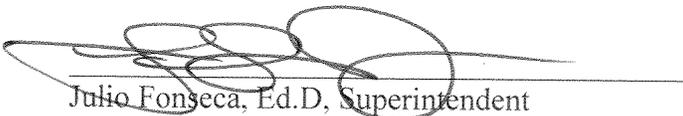
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the San Ysidro School District, hereinafter called the "District", and

GLORIA GONZALEZ 619-409-2027  
Company/Consultant Phone Number  
5317 VISTA SANTA MARGARITA SAN DIEGO CA 92154  
Mailing Address City State Zip Code Email  
hereinafter referred to as "Consultant." FOTOGRAFIAGLORIA@GMAIL.COM

### 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: 2015 To: 2016

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

## 2 FEES AND PAYMENTS

### 2.1 FEES – Not Applicable

District shall pay Consultant for the specified services in an amount not to exceed \$Not Applicable during this contract term.

### 2.2 PAYMENTS – Not Applicable (Commission will be paid to participating District sites as per Exhibit A.)

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The

work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

#### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultant, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

(a) Minimum Scope. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, edition date 12/04); (2) *Automobile Liability* - Insurance Services Office Business Auto Coverage form number CA 0001 (edition date 12/04), code 1 (any auto); (3) *Workers' Compensation and Employers' Liability* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability* - Coverage which is appropriate to the Consultant's profession, or that of its consultants.

(b) Minimum Limits. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall be twice the required occurrence limit. (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

*General Liability* – The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Automobile Liability* – The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Workers Compensation and Employers Liability Coverage* – The insured shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

*Professional Liability* – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

## **5 GENERAL PROVISIONS**

### **5.1 DELAYS IN PERFORMANCE**

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

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

### **5.2 SUSPENSION OF SERVICES**

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

### 5.3 TERMINATION OF AGREEMENT

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District to date of the notice of termination and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as 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's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party consulting services and back charge Consultant for all third party fees.

### 5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to

11B.4

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.)**

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. Site administrator is waiving this requirement \_\_\_\_\_.

**5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:**

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

**5.14 NOTICES**

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

CONSULTANT: Firm Name: GLORIA A GONZALEZ  
Attention: \_\_\_\_\_  
Street Address: 5317 VISTA SANTA MARGALITA  
City, State, Zip: SAN DIEGO CA 92139  
Email Address: FOTOGRAFIAGLORIA@gmail.com  
Telephone: 619-409-2027

DISTRICT: SAN YSIDRO SCHOOL DISTRICT

Dena Whittington

Phone Number (619) 428-4476

Assistant Superintendent, Business Services

4350 Otay Mesa Road

San Ysidro, CA 92173

dwhittington@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**

**SAN YSIDRO SCHOOL DISTRICT**

Gloria Gonzalez Photography  
Firm Name

Gloria G. Gonzalez  
Signature of Authorized Agent

GLORIA GONZALEZ  
Print Name, Title

CA 02-C 3047420  
Federal Tax ID Number

619-409-2027  
Phone Number

\_\_\_\_\_  
Signature of Superintendent or Asst. Supt of Business

\_\_\_\_\_  
Print Name, Title

Board Approved: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

Gloria Gonzalez  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Friday, August 21<sup>st</sup> 2015

To whom it may concern,

I would like to present who we are and our proposals for this upcoming school cycle.

Before I begin, I would like to inform you a bit about our long work history as a professional photography studio in the school environment.

We have more than 25 years of experience as a photography studio. In the San Ysidro School District, we have offered our services for more than 15 years in which we have served as photographers and as professional designers from the photo shoots to the very last detail in turning in the photographs. We are always making sure we offer our upmost professionalism and excellent quality service. All the work that we offer is retouched and edited. For the finishing product, all of our prints are texturized (to keep from damaging) cut out (for sizes), and packaged for proper presentation of the work. For those prints that are 8x10 or larger, we mount them on a white carton especially made for photography paper.

Up to this moment, the packages that we have offered to the schools in the district have been the following:

### Christmas Package:

We bring a professional portable studio set up which includes the holiday background, the lighting necessary and a tripod for the camera, a person dressed as Santa Claus and some props for example; Christmas hats, scarves, and stuffed toys (holiday themed)

### Spring Package:

We bring a professional portable studio set up including a spring background, necessary lighting, and a tripod for the camera. We have a person dressed as an Easter bunny and props suitable for the occasion such as bunny ear headbands, spring hats and stuffed toys (spring themed), the bunny suit is optional. It is possible to just have spring props such as a chair and basket.

Fotografiagloriagonzalez.com

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Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria

11B.4

Page 9 of 11

Exhibit A - Page 1



**Graduation Package:**

We bring a professional portable studio set up with a proper background for professional graduation pictures and necessary lighting. In this package we take a group photo with the school uniform or with the graduation suit (dress, suit, etc.) Each school decides how they want the picture taken. For the individual picture, we bring the cap and gown (we have different colors).

For this School cycle we have a few package proposals:

**Christmas Package :** The sessions are usually in the month of November.

- 1) calendar 6x10
- 2) 5x7's
- 2) 3.5X5
- 4) wallets
- 6) gift tags                      price: \$25 dlls.

**Spring Package:** The sessions are usually taken in the month of February

- 1) 6x10
- 2) 5x7's
- 2) 3.5x5's
- 4) wallets                      Price: \$25dlls.

**Graduation Package:** The sessions are usually taken in the month of May

- 1) 8x10
- 2) 5x7's
- 8) wallets
- 1) 6x12 Group Photo              Price : \$35 dlls.

Additional specialty items include mugs for the three packages and a snow globe for the Christmas Package for an extra cost of \$10 dlls. additional to the package.

Up to this moment we have worked directly with the PTA in each school and have left a certain amount of earnings from each package to help PTA fundraising.

This year we will leave \$5 dollars per package and \$1 for each specialty item bought.

Fotografiagloriagonzalez.com

Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria



For the graduation package we have worked with preschool, kindergarten and occasionally 6<sup>th</sup> grade students. We do offer more services than the ones stated above. It is a matter of letting us know what you are looking for and we can accommodate.

We understand that these services are in no way obligatory, therefore we do not ask for a minimum of students to sign up for the packages for us to come and offer our services. This way the school does not feel obliged to gather enough people. We are only requesting to be able to continue our photography services in the San Ysidro School District with your consent.

Thank you for your time and consideration. I hope that the above information has proved that we are a professional photography service and that with this, we will be considered to be able to work within the district for this school cycle and others to come.

Sincerely,  
Gloria A. Gonzalez  
of Gloria Gonzalez Photography

Fotografiagloriagonzalez.com

Phone (619) 409-2027

E-mail: fotografiagloria@gmail.com

facebook.com/fotografia.gloria



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:**  
Special Education & Special Services  
Sergio Campos, Psy.D., Director

**AGENDA ITEM:** SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ABA EDUCATIONAL FOUNDATION FOR 2015-2016 SCHOOL YEAR

**BACKGROUND INFORMATION:**

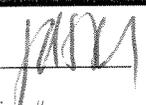
ABA Educational Foundation will provide psychological services including functional behavior assessments (FBA), create behavior intervention plans (BIP) for students with disabilities who present with behaviors that are interfering with their learning or the learning of others. ABA Educational Foundation will provide behavior intervention consulting services to special education staff on classroom management and individual student behavior management based on applied behavior analysis principles. In addition, district staff will receive training on how to develop and implement positive behavior intervention strategies. The cost implications are \$75 per hour at an estimated total amount of \$10,000.

**RECOMMENDATION:**

Approve/Ratify the San Diego County Nonpublic Master Contract with ABA Educational Foundation for school year 2015-2016 at an estimated total cost of \$10,000 from the Special Education fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Estimated

\$10,000.00

(Amount)

Special Education

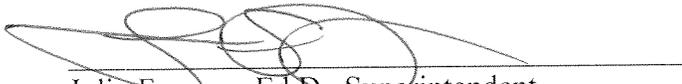
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Coordinator

**AGENDA ITEM:** FIRST 5 SAN DIEGO QUALITY PRESCHOOL INITIATIVE (QPI)  
PROVIDER PAYMENT PARTICIPATION AGREEMENT WITH  
CHILD DEVELOPMENT ASSOCIATES (CDA)

**BACKGROUND INFORMATION:**

The First 5 San Diego Quality Preschool Initiative program has designated Child Development Associates (CDA) as the reimbursement agency. The Quality Preschool Initiative requires that all participating providers enter into agreement with CDA in order to receive their reimbursements. All providers will receive their reimbursements directly from CDA.

**RECOMMENDATION:**

Approve the First 5 Quality Preschool Initiative (QPI) Provider Payment Participation Agreement with Child Development Associates (CDA) as the reimbursement agency for fiscal year 2015-2016.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: JAOM

Financial Implications?

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

Requisition #

Yes     No

Yes     No

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

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**Child Development Associates, Inc.**

*Our Mission is to encourage and support the success and well-being of children, families and the child care community...*

**FIRST 5 SAN DIEGO QUALITY PRESCHOOL INITIATIVE  
PROVIDER PAYMENT PARTICIPATION AGREEMENT**

1. CDA shall reimburse the PROVIDER according to the terms outlined in the First 5 San Diego Quality Preschool Initiative Operating Guidelines on file with the San Diego County Office of Education (SDCOE). All reimbursements are contingent on the availability of funds from SDCOE. On time invoices will be processed within 10 business days of SDCOE's approval of the invoice in Pinwheel.
2. All monies paid will be reported to the IRS and a Form 1099 will be issued to each participating provider who is paid more than \$600.00 per year.
3. The status of the PROVIDER under this agreement shall be that of an independent contractor and at no time shall the PROVIDER be, or represent herself/himself to be, an employee of CDA.

I, Julio Fonseca, understand Quality Preschool Initiative reimbursements are made with public funds ( i.e. First 5 San Diego, California Department of Education); that officials may verify enrollment and reimbursement claims at any time; and any suspected fraud will be reported to the District Attorney which may result in charges being filed and/or the repayment of reimbursement funds.

Julio Fonseca, Ed.D.  
Provider Name

\_\_\_\_\_  
CDA Agency Representative

Superintendent  
Title

\_\_\_\_\_  
CDA Agency Representative Signature

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date

09/10/2015  
Date

Contact Information:

CDA  
Linda Marvin-Livermore  
180 Otay Lakes Road, Suite 300  
Bonita, CA 91902  
Phone (619) 427-4411 x 220  
Fax (619) 205-6299  
Email [QPI@cdasandiego.com](mailto:QPI@cdasandiego.com)

Contact Information:

San Ysidro Elementary School District  
Lorena Varela-Reed, Coordinator  
Preschool & Child Development Program  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-2352  
lvreed@sysd.k12.ca.us

180 Otay Lakes Road, Suite 300  
Bonita, CA 91902  
tel: 619.427.4411  
fax: 619.205.6299

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Coordinator

**AGENDA ITEM:** 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 2015-16 SCHOOL YEAR.

**BACKGROUND INFORMATION**

On August 13<sup>th</sup>, the Governing Board approved the 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 the San Diego County's *Live Well, San Diego!* Program for 2015-2016.

The mission and efforts of *Live Well, San Diego!* includes the mission and activities of the San Diego County Obesity Initiative (COI). The Early Childhood Programs receiving QPI Grant reimbursements will support *Live Well, San Diego!* by promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity by implementing a nutrition and physical activity group three (3) times per week for 1.5 hours each session up to a maximum of forty-eight (48) weeks during July through June.

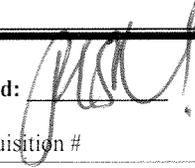
Mr. Michael Cothrine has provided these services to the District's Preschool & Child Development Program staff for approximately two years and would like to retain his services for 2015-16.

**RECOMMENDATION:**

Approve the agreement with Michael Cothrine to provide interval fitness training and nutrition consultation, to preschool staff, aligned with the San Diego County *Live Well San Diego!* Program at a cost not to exceed \$28,032 from the Preschool & Child Development QPI funds.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

|                      |
|----------------------|
| \$28,032<br>(Amount) |
|----------------------|

|   |
|---|
| Preschool & Child Development (QPI)<br>(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 11<sup>th</sup> day of September 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Cothrine Training Services / Michael Cothrine (310) 927-9197  
Company/Consultant Phone Number

924 Hornblend Street #307, San Diego, CA 92109 mikecothrine111@gmail.com  
Mailing Address City State Zip Code Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

**1.2 TERM**

Initial Term:

From: September 11, 2015 To: June 30, 2016

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

**2 FEES AND PAYMENTS**

**2.1 FEES**

District shall pay Consultant for the specified services at an amount not to exceed \$28,032 during this contract term. Funding of this Agreement, if funded by the County, is contingent upon appropriation and availability of

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

funds. Work performed in advance of contract approval shall be done at the sole risk of the Contractor.

## 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

The Consultant shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect Consultant and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Consultant shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.

B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.

C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.

D. Professional **Errors and Omissions** Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. **Any** self-retained limit shall be greater than \$25,000 per occurrence/event. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, District will require additional coverage to be purchased by Consultant to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Consultant's work pursuant to this Agreement.

E. Improper Sexual Conduct: \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000.

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.

## 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

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

other disturbances; sabotage or judicial restraint.

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

### 5.2 SUSPENSION OF SERVICES

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

### 5.3 TERMINATION OF AGREEMENT

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

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

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

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

### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

(2) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, as they become due during the term of this Agreement as directed by District. The Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the County and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

# SAN YSIDRO SCHOOL DISTRICT

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## 5.5 SAFETY

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

## 5.6 PROJECT STAFFING

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

## 5.7 INDEMNIFICATION

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

## 5.8 AMENDMENTS

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

## 5.9 SEVERABILITY

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

## 5.10 GOVERNING LAW

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

## 5.11 CONFLICT OF INTEREST

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

## 5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District's Authorized Representative is waiving this requirement \_\_\_\_\_.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

## 5.14 NOTICES

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

|                      |                            |
|----------------------|----------------------------|
| CONSULTANT:          | Cothrine Training Services |
| Name:                | Michael Cothrine           |
| Title:               |                            |
| Address:             | 924 Hornblend Street, #307 |
| City/State/Zip code: | San Diego, CA 92109        |
| Telephone:           | (310) 927-9197             |
| Email:               | mikecothrine111@gmail.com  |

|                      |   |
|----------------------|---|
| DISTRICT:            | San Ysidro School District                          |
| Name:                | Lorena Varela-Reed                                  |
| Title:               | Coordinator, Preschool & Child Development Programs |
| Address:             | 4350 Otay Mesa Road                                 |
| City/State/Zip code: | San Ysidro, CA 92173                                |
| Telephone:           | (619) 428-4476 or (619) 428-2352                    |
| Email:               | lvreed@systd.k12.ca.us                              |

## 6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

## 7 WARRANTY OF AUTHORITY:

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

### CONSULTANT

Cothrine Training Services  
Firm Name

Signature of Authorized Agent

Michael Cothrine,  
Print Name, Title

Date:

Phone Number

### DISTRICT

SAN YSIDRO SCHOOL DISTRICT  
Firm Name

Signature of Superintendent or Chief Operations Officer

Julio Fonseca, Ed.D., 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 subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

| Name  | Last 4-digits of SSN or CDL Number |
|-------|------------------------------------|
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

SAN YSIDRO SCHOOL DISTRICT

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EXHIBIT A

Scope of Work & Payment Schedule

LIVE WELL SAN DIEGO

| Goal: <i>Live Well San Diego Intensive Pilot</i> |  |                                  |  |   |
|--|--|----------------------------------|--|---|
| TASK   | BY WHEN  | BY WHOM                          | EVIDENCE OF COMPLETION<br>(TO ACCOMPANY QUARTERLY INVOICE) |   |
| 1  | The contractor shall be familiar with the mission and efforts of <b>Live Well, San Diego!</b> which includes the mission and activities of the San Diego County Obesity Initiative (COI). The contractor shall support <i>Live Well, San Diego!</i> by <b>promoting healthy lifestyle behaviors for young children and their families that reduce childhood obesity.</b> The program shall address the issue of early childhood obesity by <b>educating a network of adults employed by the contractor.</b> Each cohort will include <b>12 adults who are QPI classroom/session or site staff or parents who will spend consistent, ongoing time in a particular QPI session.</b> The program shall emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health. | Reports Due on a Quarterly Basis | Contractor   | Quarterly Narrative Update and Report, at the program level   |
| 2  | The contractor shall <b>implement a nutrition and physical activity group cohort</b> three (3) times per week for 1.5 hours each for forty-eight (48) weeks during   | July, 2015-<br>June, 2016        | Contractor<br><br>Participating Staff                      | 1. Quarterly Client Fitness Report for each participant, including body fat percentage measurements with baseline measures and improvement statistics, as well as a |

**SAN YSIDRO SCHOOL DISTRICT**

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|   |   |           |            |   |
|---|---|-----------|------------|---|
|   | <p>July, 2015, through June, 2016. A minimum of 12 participants (as specified above in #1) per cohort must make a commitment to the program for the year. Any group member who does not have consistent attendance, shall be replaced by a new member. <b>Each group member shall establish target goals for body fat reduction, nutrition and physical activity.</b></p> <p><b>Progress shall be tracked on a weekly basis.</b></p> <p><b>Quarterly progress reports for each group shall be submitted to SDCOE.</b></p> <p>The contractor shall <b>monitor targeted preschool classroom activities on a weekly basis</b> to ensure preschool students are involved in exercise during their preschool program and healthy meals and snacks are being provided.</p> <p>Contractor shall <b>review and monitor weekly food logs of all (100%) of the adult program participants</b> to support nutrition and health goals.</p> <p>Sample Scan Tron forms are included in this contract as Attachment 1. The contractor must secure Scan Tron forms from SDCOE; Xerox copies of the sample forms are not acceptable.</p> |           |            | <p>personal goal and narrative describing their individual improvements in exercise activities, healthy eating habits, and overall healthy lifestyle activities. (Data to be provided quarterly, using QPI Scan Tron forms included as Attachment 1 in this contract). Information to be provided to SDCOE in a de-identified manner; the contractor shall be responsible for maintaining the confidentiality of the personal health information of each participant by assigning an identification known only to the contractor;</p> <p>2. Quarterly submission of each participant's Weekly Classroom Activity Logs in monthly form comprised of four weekly reports . These (Data to be provided quarterly, using QPI Scan Tron forms included as Attachment 1 in this contract). logs should delineate the weekly exercises and fitness routines that the participants accomplish with the children in a QPI session;</p> |
| 3 | <p>The contractor shall <b>collect Attendance data</b> on all program participants. This data shall be provided to SDCOE on a quarterly basis.</p>  | Quarterly | Contractor | <p>Quarterly submission of monthly Attendance Report with the QPI session number for the QPI session where the adult participant spends</p>   |

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|   |  |         |            |  |
|---|--|---------|------------|--|
|   |  |         |            | consisted, ongoing time and implements activities with children on a regular basis. (Data to be provided quarterly, using QPI Scan Tron forms included as Attachment 1 in this contract).  |
| 4 | <p><b>For all QPI sessions at the agency, the contractor shall ensure that staff-led activities occur with children and through parent education</b> that emphasize the importance of adopting healthy habits regarding nutrition, physical activity and other practices that contribute to improved health. These activities with children shall be planned with agency staff to occur in every QPI session, regardless of adult participation in the physical development cohort activities. Parent education activities shall directly enhance the Agency Family Strengthening Annual selection of activities available to parents.</p> | Ongoing | Contractor | <p>1. Quarterly submission of <i>Live Well San Diego!</i> QPI Agency Activities and Engagement Report for all <i>Live Well San Diego!</i> focused trainings and technical assistance provided to QPI participating agency staff assigned to preschool classrooms through agency level workshops or technical assistance. Logs should include activities available to all agency preschool staff.</p> <p>2. Quarterly submission of <i>Live Well San Diego!</i> QPI Parent Activities and Engagement Report for all <i>Live Well San Diego!</i> focused trainings provided to parents through parent education. Logs should include activities available to all agency parents.</p> <p>3. Pre- and Post-Assessment using Go NAP SACC Physical Activity Self-Assessment for all agency QPI sessions (due Q1 and Q4) (see attached)</p> |

Please sign if approved:

DISTRICT: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:**  
Educational Services  
Tony Hua, Director of Intervention Support Services

**AGENDA ITEM:** EAST L.A. CLASSIC THEATRE-LANGUAGE IN PLAY SERVICE  
CONSULTANT SERVICE AGREEMENT

**BACKGROUND INFORMATION:**

During this past summer, the District provided a successful summer camp program to approximately 500 students in the first through eighth grades at La Mirada Elementary School and San Ysidro Middle School. The services focused on English immersion through Physical Education, Academic Enrichment (Common Core and SBAC aligned) and Performing Arts Conservatory.

This year 2015-16, the District would like to bring another innovative and creative educational program which will encourage students to use the dramatic exploration of personal identity in order to develop an enthusiasm for language, communication and expression. This program will cultivate the progression of writing from fluency, to writing for correctness, to genre specific writing as students' master dramatic structure through the development of an original play.

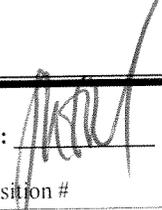
The District would like to retain the services of East L.A. Classic Theatre-Language In Play, who is specifically qualified to provide these services. The term of the agreement will be from October 5, 2015 to June 8, 2016.

**RECOMMENDATION:**

Approve the agreement with East L.A. Classic Theatre-Language In Play at a not to exceed cost of \$90,000.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$90,000

(Amount)

Supplemental and Concentration Funds

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

11B.9

**East L.A. Classic Theatre-Language In Play**  
1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017

**AGREEMENT FOR CONSULTANT SERVICES**

This AGREEMENT is made effective on October 5, 2015, and it is made by and between the East L.A. Classic Theatre-Language In Play hereafter referred to as "Consultant," and the San Ysidro School District, hereafter referred to as "District."

WHEREAS, the Consultant, who is specifically qualified to provide consulting services for educational purposes, desires to provide services to the San Ysidro School District.

NOW, THEREFORE, The Consultant and the District agree as follows:

In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

**Scope of Services**

The curriculum for this 96-hour After School Program requires two (2) Teaching Artist per elementary school to meet for two (2) times per week and two (2) hours per session on Mondays and Wednesdays. The number of students in each classroom should be more than 20 but not to exceed 30 students per class. The after school program curriculum will guide students through an innovative and creative educational program, which encourages them to use the dramatic exploration of personal identity in order to develop an enthusiasm for language, communication and expression. This approach to education works from the inside out, using internal exploration to build external communication skills. The research based curriculum draws to present material in a dynamic way that allows students to actively process, assess and connect their own experiences to the academic content they are learning in the classroom. Journaling and dramatic reflections are scaffolded to cultivate the progression of writing from fluency, to writing for correctness, to genre specific writing as students' master dramatic structure through the development of an original play.

1. 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 providing services under this Agreement on October 5, 2015, and will diligently, properly and in full compliance perform as required and complete the performance of services by June 8, 2016. Time shall be of the essence in the performance of this Agreement. If the Consultant 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 Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District Administrative Services or Purchasing Department in writing.

3. The Consultant is an independent contractor and 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 School 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. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, 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 any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed ninety thousand dollars (\$ 90,000).

6. Payments shall be made to the Consultant in four equal payments:

25% upon approval of the contract/proposal \$22,500

25% (November 9, 2015) \$22,500

25% (March 1, 2016) \$22,500

25% (after completion of services) \$22,500

7. Payments are to be made to:  
East L.A. Classic Theatre, 1055 West 7th Street, 33<sup>rd</sup> Floor, Los Angeles, CA 90017

8. The program is to be completed by June 8, 2016. This will include the final student performances coordinated with the school principal and staff.

9. 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 District. No such materials produced, either in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.

10. The District 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. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Email and/or Facsimile notices shall be accepted.

11. The Consultant agrees to and shall hold harmless and indemnify 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 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.
- c. 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.

12. During the term of the Agreement, the Consultant shall maintain liability insurance in an amount not less than one million dollars (\$1,000,000) unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law, and

Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance with Additional Insured Endorsements indicating applicable insurance coverage prior to the commencement of work.

13. 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 hereby advised 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.

14. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

15. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.

16. 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
- Effect other changes as required by law

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. This Agreement shall be governed and construed by the law 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.

19. 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.

Consultant shall contemporaneously execute, as a part of this Agreement, the attached School Safety Certification Form "Fingerprinting and Criminal Background Investigation Requirements" form and submit it to the District.

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.

20. Drug/Alcohol/Tobacco-Free Facilities: All District facilities are drug and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of the District facilities.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

East L.A. Classic Theatre-Language In Play  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

1055 West 7<sup>th</sup> Street, 33<sup>rd</sup> Floor  
Address

Los Angeles, CA 90017  
City, State, Zip

\_\_\_\_\_  
Telephone

veronica@elact.org  
Email

\_\_\_\_\_  
Date signed

FEIN NO. \_\_\_\_\_

DISTRICT:

San Ysidro School District  
Firm Name

\_\_\_\_\_  
Signature

Julio Fonseca, Ed.D., Superintendent  
Name & Title

4350 Otay Mesa Road  
Address

San Ysidro, CA 92173  
City, State, Zip

(619) 428-4476  
Telephone

julio.fonseca@sbsd.k12.ca.us  
Email

\_\_\_\_\_  
Date signed

Board approved: \_\_\_\_\_

# SCHOOL SAFETY CERTIFICATION FORM

## CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 Fingerprinting and Criminal Background Investigation Requirements

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils.** As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

| Name  | Last 4-digits of SSN or CDL Number |
|-------|------------------------------------|
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |
| _____ | _____                              |

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board **BOARD MEETING DATE:** September 10, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent **SCHOOL/DEPARTMENT:**  
Preschool & Child Development Programs  
Lorena Varela-Reed, Coordinator

**AGENDA ITEM:** RESOLUTION WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION'S CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2015-16

**BACKGROUND INFORMATION**

An updated resolution with the California State Department of Education, California State Preschool Program (CSPP), is required to authorize designated personnel to sign contract documents for Fiscal Year 2015-16.

**RECOMMENDATION:**

Approve the Resolution with the California State Department of Education – California State Preschool Program (CSPP) for fiscal year 2015-16 to include Mr. Arturo Sanchez Macias as an authorized representative.

---

Renewal     New     Amendment     Ratify     Other

Reviewed: jakm

Financial Implications?

Yes     No

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

Yes     No

Requisition #

(Amount)

Preschool & Child Development (CSPP)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2015-16.**

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RESOLUTION

BE IT RESOLVED that the Governing Board of San Ysidro Elementary School District

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authorizes entering into local agreement number/s CSPP-5430 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u>                  | <u>TITLE</u>                                   | <u>SIGNATURE</u> |
|------------------------------|--|------------------|
| <u>Julio Fonseca, Ed.D.</u>  | <u>Superintendent</u>                          | _____            |
| <u>Arturo Sanchez-Macias</u> | <u>Chief Operating Officer</u>                 | _____            |
| <u>Tony Hua</u>              | <u>Director, Intervention Support Services</u> | _____            |

PASSED AND ADOPTED THIS 10th day of September 2015, by the Governing Board of San Ysidro Elementary School District of San Diego County, California.

I, Rodolfo Linares, Clerk of the Governing Board of San Ysidro Elementary School District, of San Diego, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Governing Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

September 10, 2015  
(Date)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:** Business Services

**AGENDA ITEM:** KONE CARE AGREEMENT

**BACKGROUND INFORMATION:**

KONE Inc. is one of the global leaders in the elevator and escalator industry. The company has been committed to understanding the needs of its customers for the past century, providing industry-leading elevators, escalators and automatic building doors as well as innovative solutions for modernization and maintenance.

In order for the District to be in compliance with the Department of Industrial Relations, Division of Occupational Safety and Health, it is imperative to expedite the maintenance and repairs to elevators located at Vista Del Mar School (by September 16th) and Sunset School (by September 9th). Kone Inc. is the company who installed the elevator at Vista Del Mar. It would be ideal for KONE Inc. to provide these services.

The cost implications for services is estimated at \$2,543.11 as follows:

- Vista Del Mar \$1,646.61
- Sunset School \$896.50

**RECOMMENDATION:**

Approve/Ratify the KONE Care Agreement at an estimated cost of \$2,543.11 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Estimated Cost:

\$2,543.11

(Amount)

General Fund - Maintenance

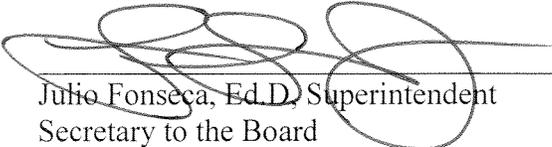
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**TO:**

August 27, 2015

San Ysidro School District  
4350 Otay Mesa Rd  
San Diego, CA 92173

**RE: State of California Preliminary Order** (KONE ref #40128072/989)

**BUILDING &  
LOCATION:** Vista Del Mar School  
4885 Del Sol Blvd  
San Diego, CA

**KONE PROPOSES:****State # 154347, Wheel Chair Lift:**

Item 1 Routine maintenance performed by a qualified person shall be performed not less than once every six months.

Item 2 Normal and final terminal stopping devices shall be tested to determine conformance with the applicable requirements.

**State # 154462, Passenger Elevator #1:**

Item 1: The car safety shall be tested to determine conformance with the applicable requirements.

Item 2: Governor test

Item 3: The normal and final terminal stopping devices shall be tested to determine conformance with the applicable requirements.

Item 4: The operation of the elevator under fire and other emergency conditions shall be tested to determine conformance with the applicable requirements. **Note: you will need to make arrangements for us to meet with your smoke alarm company to perform this test.**

Item 5: Closing forces of the power operated hoistway doors shall be tested.

Item 6: The seismic device shall be tested for proper operation.

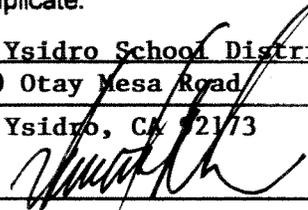
Item 8 Elevator hoist ropes and governor rope shall be inspected annually and a rope inspection log shall be kept in the controller room..

This Proposal is subject to the following terms and conditions, all of which are hereby agreed to.

It is expressly understood and agreed that all prior agreements written or verbal regarding the subject matter herein are void and that the acceptance of this proposal shall constitute the contract for the material and work specified above. Any changes to this contract must be made in writing signed by both parties.

**KONE Inc. price to perform the above mentioned work is \$1646.61.**

**ACCEPTANCE:** The foregoing Agreement is hereby signed and accepted in duplicate:

**PURCHASER:** San Ysidro School District  
**Bill To:** 4350 Otay Mesa Road  
**Bill To Address:** San Ysidro, CA 92173  
**Executed by:**   
**(Signature)** Arturo Sanchez-Macias  
**Name, Title** Chief Operations Officer  
**For:** \_\_\_\_\_  
**Date:** 09-02-15

**Branch** 9850 Businesspark Ave  
**Address** San Diego, CA 92131  
**Phone** (858) 578-5100  
**By**   
 Stephen Brown, Service Coordinator  
**APPROVED BY:** \_\_\_\_\_  
**Name, Title** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Board Approved/Ratified:** \_\_\_\_\_

## TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1 1/4 % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby compiled with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

**TO:** San Ysidro School District  
4350 Otay Mesa Rd  
San Diego, CA 92173

August 21, 2015

**RE:** State of California Preliminary Order - KONE Ref # 40114732/985

**BUILDING &  
LOCATION:** Sunset Elementry  
3825 Sunset Lane  
San Ysidro, CA 9

**KONE PROPOSES:**

**State # 119995, Passenger Elevator**

- Item 1 Normal terminal stopping devices tested.
- Item 2 Operation of elevator under emergency conditions. You will need to make arrangements with your smoke alarm company for this part of the test. Please confirm the date after you have made the arrangements
- Item 3 Closing force of power operated doors tested.
- Item 4 Relief valve tested.
- Item 5 Emergency terminal speed tested.
- Item 6 Cylinder tested.
- Item 7 Pressure switch tested.

This Proposal is subject to the following terms and conditions, all of which are hereby agreed to.

It is expressly understood and agreed that all prior agreements written or verbal regarding the subject matter herein are void and that the acceptance of this proposal shall constitute the contract for the material and work specified above. Any changes to this contract must be made in writing signed by both parties.

**KONE Inc. shall perform the repairs for \$896.50.**

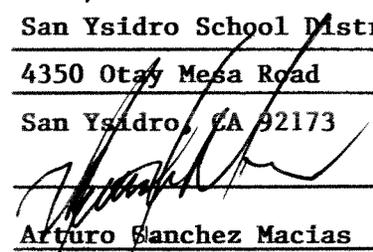
SUNSET ELEMENTARY SCHOOL

**ACCEPTANCE:** The foregoing Agreement is hereby signed and accepted in duplicate:

**PURCHASER:** San Ysidro School District

**Bill To:** 4350 Otay Mesa Road

**Bill To Address:** San Ysidro, CA 92173

**Executed by:** 

**(Signature)** Arturo Sanchez Macias

**Name, Title** Chief Operations Officer

**For:** \_\_\_\_\_

**Date:** 09-02-15

**Branch** San Diego, CA 92131

**Address** 9850 Businesspark Ave

**Phone** (858) 578-5100

**By** 

**APPROVED BY:** \_\_\_\_\_

**Name, Title** Stephen Brown,

**Date:** \_\_\_\_\_

**Service Supervisor**

Board approved/ratified: \_\_\_\_\_

## TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

MKT-14-0017 Rev12 (8/31/07)

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:**  
Human Resources  
Amy Hunt, Director

**AGENDA ITEM:** AGREEMENT WITH THE SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA AN INDEPENDENT JOINT POWERS AGENCY

**BACKGROUND INFORMATION:**

The Human Resources Division of San Ysidro School District desires to use the resources of School Employers Association of California (SEAC) for guidance regarding issues of employer-employee negotiations, collective bargaining agreements, proposals, union bylaws and constitutions. Additional resources from SEAC will include district policies, rules and regulations, as well as access to current legislation, rulings and legal case decisions with respect to employer-employee relations.

The District recommends an agreement with SEAC to provide the resources described above and will allow staff to attend workshops at reduced rate for members.

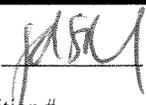
Cost implications is an annual membership fee that is based on current District ADA. The fee for 2015-16 will be \$1,325.00.

**RECOMMENDATION:**

Approve the agreement with School Employers Association of California, an independent Joint Powers Agency at a cost not to exceed \$1,325 from the general fund for school year 2015-16.

---

Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Annual Membership Fee

\$1,325.00

(Amount)

General Fund – Human Resources

(Name of funding source and/or location)

(Funding account number)

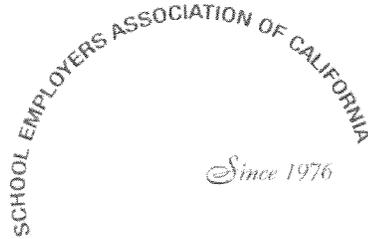
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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

  
Julio Fonseca, Ed.D, Superintendent

Secretary to the Board



**THE SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA**  
**JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into between school districts, community college districts, county offices of education, and the other public agencies designated on Exhibit 1. Additional agencies may join and Exhibit 1 will be amended from time-to-time.

RECITALS

1. The purpose of this Agreement is to provide employers services through the School Employers Association of California, an independent Joint Powers Agency (“JPA”), in order to maintain programs, policies, and procedures necessary to understand and be guided by the provisions of the Educational Employment Relations Act, California Government Code Sections 3540, et seq.
2. The coordinated programs and services to be provided will result in benefits to each member agency. Such coordinated services will result in less cost to the taxpayers than if such services were separately provided.
3. Each member is a public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

**NOW, THEREFORE**, in consideration of the mutual promises set out, the parties agree as follows:

**ARTICLE I: POWERS AND PURPOSES**

**ASSOCIATION CREATED.** The Association is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California. The Association shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

1. **PURPOSE OF THE AGREEMENT: Common Powers to be Exercised.** Each member individually has the statutory ability to provide programs and services in the field of employer-employee relations. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

2. **EFFECTIVE DATE OF FORMATION.** The independent Association shall be formed as of July 1, 2002, or such later date as agreed to in writing by a majority of the members (the "Effective Date").
3. **MEMBER AGENCIES.** The member agencies are school districts, community college districts, county offices of education and similar public agencies listed on Exhibit I. An agency may join upon execution of this Agreement and an affirmative vote of the majority of the SEAC Board.
4. **POWERS.** Pursuant to and to the extent required by Government Code Section 6509, the Association shall be restricted in the exercises of its powers in the same manner as is a school district. Through the Board the Association shall have the power to do any of the following in its own name:
  - A. To exercise the common powers of its members in providing programs and services in the field of employer-employee relations.
  - B. To make, assume and enter into contracts, including contracts with members.
  - C. To determine compensation and working conditions and negotiate contracts with employees and professional organizations.
  - D. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.
  - E. To employ an Executive Director, accountable to the Board, to administer the provisions of this Agreement. The Executive Director shall serve at the pleasure of the Board and may hire subordinate employees.
  - F. To lease, acquire, hold and dispose of property.
  - G. To invest surplus funds.
  - H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV hereof.
  - I. To sue and be sued in its own name.
  - J. To apply for grants, a loan, or other assistance from persons, firms, corporations, or governmental entities or to file for mandated reimbursement.
  - K. To use any and all financing mechanisms available to the Association, subject to the provisions of Article IV hereof.
  - L. To prepare and support legislation related to the purposes of the Agreement.
  - M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
  - N. To levy and collect payments and fees for services.
  - O. To provide related services as authorized by law.
  - P. To contract for the services of attorneys, consultants and other services as needed.
  - Q. To purchase insurance or to self-insure and to contract for risk management services.
  - R. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Association.
  - S. To establish one or more types of associate or subsidiary memberships.

## **ARTICLE II: ORGANIZATION**

1. **MEMBERSHIP.** The members of the Association shall be the original parties hereto, which have not withdrawn from the Association, as set out on Exhibit I, and such other school and community college districts, county offices of education, and public agencies as may join the Association after execution of this Agreement. New members may join on the terms and conditions set out in Article VII hereof.

2. **GOVERNANCE STRUCTURE.** The independent JPA governance structure shall be a nine-member Board of Directors. Only superintendents of public school districts and county offices of education, and presidents/chancellors of community college districts from member districts in California may be elected as Directors. Designees other than the elected Director may serve in the elected director's seat with a majority vote of the entire Board.

3. **ELECTION PROCEDURES.**

A. The nine members of the board shall be elected to three-year terms with a limit of two consecutive terms. After one year off the board, a member may be nominated for reelection. Three members shall be elected annually. The election process shall follow these steps:

- 1) Not later than July 1 of each year, commencing in July 2002, Not later than August 1 of each year, the Chair of the Nominating Committee shall call a meeting of the Nominating Committee to propose names of possible candidates. The slate of nominees may be the minimum number needed to fill the upcoming vacancies, or may be additional nominees.
- 2) Not later than September 1 each year, the Chair of the Nominating Committee shall submit a report and recommendations to the Board of Directors. A majority vote of the Board of Directors is required to make the nominations official.
- 3) Not later than October 1 each year, the Executive Director shall mail a ballot to all members. The ballot shall include the names of the nominees, a brief vita for each, and a nominee's statement, not to exceed 50 words.
- 4) Ballots are due in the SEAC Office not later than November 1 of each year. The Chair of the Nominating Committee shall call a meeting of the Nominating Committee to count the ballots, certify the results, and report the results to the Chair of the Board of Directors. After Board action to receive the results, the Chair of the Board of Directors shall inform the nominees of the results in writing.
- 5) After receipt of the results, the newly elected Board Members shall be contacted by the Executive Director and provided with materials and information needed to begin service as a SEAC Board Director.

B. **Board Member Attendance.** Board members shall attend all scheduled or called meetings of the board. Two absences without notification and a valid excuse within a calendar year will cause the Chair of the Board to contact the director to determine continued availability and interest in serving on the Board. If the director indicates he/she is unable to continue service on the Board, the Chair of the Board shall contact the Chair of the Nominating Committee to determine if former nominees or candidates are recommended to serve out a term. If so, the Chair of the Board will contact one of them, and if he/she agrees, will be appointed to complete the term upon ratification of a majority of the Board. If no former nominees or candidates are available, the Chair of the Board shall ask the Chair of the Nominating Committee to reconstitute the committee and submit a name or names.

C. **Directors Expenses at Board Meetings.** Directors and their employers will not be paid or reimbursed for expenses for attendance at the Board meetings, unless reimbursement is approved by the Executive Director prior to the annual budget preparation deadline.

4. **PRINCIPAL OFFICE.** The principal office of the Association shall be 2172 Dupont Drive, Suite 13, Irvine, California 92612, or as may be otherwise designated by the Board from time to time.

5. **MEETINGS.**

A. **First Meeting.** The first and organizational meeting of the Association shall be held at its principal office on the Effective Date, or on another date otherwise designated by the Board.

B. **Location of the Board Meeting.** The Board shall meet at the principal office of the Association or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board.

- and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.
- C. **Quorum: Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Association. Each Director, or alternate in the absence of any voting Director, shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Association.
- D. **Officers.** At its organizational meeting, the Board shall elect from among its members a chair and vice-chair and thereafter, at the first meeting in each calendar year, the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a Director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair shall act as chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Board. In the absence of the chair and vice-chair, the Board shall elect a chair *pro tempore* to preside at and conduct the meeting. The Board shall also appoint a secretary.
- E. **Minutes.** The secretary to the Association shall provide notice of, prepare and post agendas for, and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The secretary will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.
- F. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.
- G. **Fiscal Year.** The Association's fiscal year shall be July 1 of each year, or in the year of its formation, the Effective Date, to and including the following June 30.
- H. **Assent of Members.** The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Association.
- I. **Committees.** The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff, member public agency and/or the public to make recommendations on specific matters.
- J. **Additional Officers and Employees: Contract Services.**
- 1) Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Association, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Association. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Association required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the clerk of the Association and the auditor and treasurer shall have charge of certain property of the Association. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Association. The treasurer, auditor and clerk of the Association may be required to file an official bond with the Board in an amount that shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Association.
  - 2) The Board may appoint general counsel and special counsel to the Association to serve as necessary.

- 3) The Board may contract with a member to provide necessary administrative services to the Association as appropriate. Any administrative duties also may rotate from year to year.

### **ARTICLE III: OPERATIONS AND EQUIPMENT**

1. **ASSETS AND LIABILITIES.** An up-to-date list of all SEAC personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers' compensation cases and claims) shall be maintained by the secretary to the board.
2. **OPERATIONS.** The operations of the association's office, the management of the association's funds (within the policies of the board), and the supervision and evaluation of staff and independent contractors shall be the responsibility of the executive director under the direction of the board of directors.

### **ARTICLE IV: FUNDING OF OPERATIONS**

1. **BUDGET PROCEDURES.**
  - A. The Executive Director and Designated Staff shall be responsible for the finances of the Association using accepted accounting practices. The Board of Directors is accountable to the membership for the establishment and oversight of all fiscal policies and practices.
  - B. The budget process shall be year-round based on a fiscal year beginning July 1 and ending on June 30. The Board of Directors shall adopt the annual budget no later than May 15 of each year. The Board of Directors shall receive quarterly financial reports, and, at its discretion, may order additional financial reports.
  - C. Fiscal policies shall be adopted and revised by the Board of Directors.
  - D. The Executive Director and Designated Staff shall develop fiscal procedures as required by law and adopted by the Board of Directors.
2. **EXPENDITURES FOR THE APPROVED BUDGET.** All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budget expenditures without further action. No expenditures in excess of those budgeted shall be made without the approval of a majority of all of the Directors of the Board amending the budget and appropriations.
3. **CONTRIBUTIONS FOR BUDGETED AMOUNTS.** By becoming a signatory, a member agency agrees to provide the Association with a total annual payment, based upon the school district's, community college district's, and public agency's Average Daily Attendance, or the number of employees of the member county office of education, based on the current California Basic Educational Data System (CBEDS) data, and as set forth in the following fee schedule.

| <u>DISTRICT ADA</u> |        | <u>OR</u> | <u>NUMBER OF COUNTY EMPLOYEES</u> |       | <u>ANNUAL FEE</u> |
|---------------------|--------|-----------|-----------------------------------|-------|-------------------|
| 0 -                 | 200    |           | 1 -                               | 150   | \$ 164            |
| 201 -               | 900    |           | 151 -                             | 300   | 332               |
| 901 -               | 1,500  |           | 301 -                             | 450   | 661               |
| 1,501 -             | 2,500  |           | 451 -                             | 600   | 994               |
| 2,501 -             | 5,000  |           | 601 -                             | 750   | 1,325             |
| 5,001 -             | 7,500  |           | 751 -                             | 900   | 1,490             |
| 7,501 -             | 10,000 |           | 901 -                             | 1,100 | 1,655             |
| 10,001 -            | 15,000 |           | 1,101 -                           | 1,300 | 1,987             |
| 15,001 -            | 20,000 |           | 1,301 -                           | 1,500 | 2,236             |
| 20,001 -            | 30,000 |           | 1,501 -                           | 1,700 | 2,486             |
| 30,001 -            | 60,000 |           | 1,701 -                           | 1,900 | 3,413             |
| over -              | 60,000 |           | over -                            | 1,900 | 4,139             |

A ten percent late fee will be charged after 90 days.

The above fee schedule may be modified by a majority of the Board of Directors no more than once each fiscal year. Fee modification, if any, shall be determined no later than April 1. Any such modified fee schedule shall become effective on July 1, following modification.

This Agreement shall continue in effect as to each member unless written notification of cancellation of this Agreement is submitted to the Board not later than April 1 of any year.

4. **TERMINATION.** Failure by any member to make payments when due constitutes grounds for expulsion from the Association. Prior to expulsion, the Association shall provide written notice of its intention to expel such member if payment is not received within thirty (30) days of the date of such notice. Failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Association-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Association may bring legal action to collect unpaid amounts.
5. **ASSOCIATION COOPERATION.** The Association agrees to fully cooperate with each of the members in pursuing federal and/or state claims for mandated cost reimbursements.
6. **OWNERSHIP.** Except as provided herein, all personal property, including but not limited to, facilities contracted, installed, acquired or leased by the Association, apparatus and equipment, personnel and other records and any and all reserve funds, shall be held in the name of the Association for the benefit of the members of the Association in accordance with this Agreement.
7. **DISPOSITION OF ASSETS UPON TERMINATION.** The Association by a 2/3 vote may vote to terminate this Agreement, or termination will occur if only one member is left in the Association. If termination occurs, all surplus money and property of the Association shall be conveyed or distributed to each member in proportion to all funds provided to the Association by that member on behalf of that member during its membership. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or assignment.

8. **LIABILITIES.** Except as otherwise provided herein, the debts, liabilities and obligations of the Association shall be the debts, liabilities or obligations of the Association alone and not of the parties of this Agreement. There shall be no joint and several liabilities of members.

## **ARTICLE V: ACCOUNTING AND AUDITS**

1. **ACCOUNTING PROCEDURES.** Full books and accounts shall be maintained for the Association in accordance with practices established by or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Association's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).
2. **AUDIT.** The records and accounts of the Association shall be audited annually by an independent certified public accountant. Copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.
3. **BANK ACCOUNTS.** The Association may establish bank accounts and other legal financial accounts.

## **ARTICLE VI: SERVICES TO BE PROVIDED**

The Association will provide the following services and member agencies agree to contribute information available to them as requested by the Association:

1. **LIBRARY - CLEARING HOUSE:** Compile a central-file library of resources for the use of all member agencies which includes, but is not limited to, the following kinds of documents from all available sources, with the primary area of concentration being California.
  - A. District policies, rules and regulations.
  - B. Representation election data and material from both union and management.
  - C. Union bylaws, constitutions and financial information.
  - D. Recognition agreements and stipulated unit determinations.
  - E. Collective bargaining agreements and initial proposals.
  - F. Arbitration awards, factfinding recommendations, and related materials.
  - G. Information about and from the Public Employment Relations Board (PERB).
  - H. Rulings and legal case decisions provided from other employer-employee relations and law libraries.
  - I. Arbitrators and factfinders list.The Association shall index and publish the above-listed documents in a catalog that shall be distributed to all member agencies. Upon request, the Association will provide, free of charge, one (1) copy of any document listed in the catalog. Additional copies shall be provided at cost to the requesting member agency. The Board of Directors will set the cost of materials.
2. **REPORTING:** Prepare and distribute regular newsletters and special bulletins to member agencies reporting on PERB and court decisions; legislative developments; recent contract proposals and settlements; strikes; survey results; recognition demands and petitions filed; election results; recognitions granted; arbitration awards; and factfinding awards.

3. **SURVEYS:** Compile and publish, in cooperation with member agencies, survey data covering wages, benefits, contract terms, etc. This data is to be collected and compiled with a view toward use in collective bargaining and factfinding.
3. **WORKSHOPS:** Sponsor conferences and workshops as determined by the Board of Directors on the full range of labor-management relations.
4. **LEGISLATION:** Develop and coordinate legislative efforts, when directed by the Board of Directors.
5. **GENERAL COORDINATION:**
  - A. Coordinate the efforts of member agencies that have pending PERB matters, including rule-making procedures and important areas of case decisions; furnish "amicus curiae" support in cases of general employer interest. This shall be accomplished in coordination with the counsels representing the school districts, community college districts, county offices of education and other public agencies and/or through special legal service contracts as authorized by law.
  - B. Provide information to individual member agencies regarding resolution of common problems. Coordinate efforts and develop appropriate general management positions.

## **ARTICLE VII: ADDITION OF MEMBERS AND WITHDRAWAL**

1. **ADDITION OF MEMBERS.**
  - A. Members may join the Association by signing and transmitting a copy of the Agreement to the SEAC office. Upon receipt of the signed Agreement the Association will sign and return a copy.
  - B. Initial Term. School and community college districts, county offices of education and other public agencies shall be members of the Association for an initial one-year term.
  - C. Subsequent Terms. Membership terms shall automatically renew year to year, on the same terms and conditions as the prior term, unless the member notifies the Association in writing 90 days prior to June 30.
2. **MEMBER WITHDRAWAL.** Members may withdraw from the Agreement on June 30 with the 90-day notification.
3. **ADDITIONAL TYPES OF MEMBERSHIPS.** The Board may establish one or more types of associate or subsidiary memberships.

## **ARTICLE VIII: NOTICE OF AGREEMENT**

1. **INITIAL NOTICE.** Upon the Effective Date of this Agreement, the Association shall timely file with the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.
2. **NOTICE TO MEMBERS.** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax number set out by their signatures.
3. **AMENDMENT.** This Agreement may not be amended or modified, except to add members, unless by a vote of two-thirds of all of the members; provided however, that no amendment shall change the length of a term, during the pendency of any term.

4. **HEADINGS.** The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.
5. **SEVERABILITY.** Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.
6. **NO CONTINUING WAIVER.** No waiver of any term or conditions of this Agreement shall be considered a continuing waiver thereof.
7. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon any successors or assignees of the members. No member may assign any right or obligation hereunder without the prior written consent of a majority of all of the Directors of the Board.
8. **NO THIRD PARTY BENEFICIARY.** The members agree that except as provided in Article IX, Section 7 as above, the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this agreement.

IN WITNESS WHERE, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

MEMBER AGENCY

JOINT POWERS AGENCY

\_\_\_\_\_  
Name of Agency

School Employers Association of California

Name of Agency

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Ruben L. Ingram, Ed.D.

Typed or Printed Name

Title \_\_\_\_\_

Title Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

Address: \_\_\_\_\_

Address: 2172 Dupont Drive

\_\_\_\_\_

Suite 13

Phone: \_\_\_\_\_

Phone: (949)387-1869

Fax: \_\_\_\_\_

Fax: (949)387-2502

E-mail: \_\_\_\_\_

E-mail: seac@seacal.org

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

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

**SCHOOL/DEPARTMENT:** Administration

**AGENDA ITEM:** AGREEMENT WITH KATHLEEN MOORE AND ASSOCIATES -  
REVISED

**BACKGROUND INFORMATION:**

The District needs assistance of a specially trained and experienced consultant competent to provide advise to the District on the reconfiguration of the schools and facilities. Kathleen Moore and Associates will support the District on the oversight of this project. Phase I: Compiling and evaluating District data necessary to explore options for optimizing facilities to support the instructional program, including reconfiguring grade levels, and recommendations on transportation issues, and providing the findings to the Superintendent of Schools; Phase II: Solicit school community input through such vehicles as a 7-11 Committee or Bond Oversight Committee, meetings with school administrators, PTA, labor unions, and develop recommendations to the Governing Board.

On August 27, 2015, the Governing Board approved to enter into agreement with Kathleen Morre and Associates. The agreement's terms and conditions were further negotiated and have been finalized with the assistance of legal counsel (Leal & Trejo).

The Consultant will be compensated at a rate of \$160.00 per hour including travel time of 4 hours per in-District trips. Estimated total cost is \$110,000:

- Phase I - \$75,000
- Phase II - \$35,000

**RECOMMENDATION:**

Approve the revised agreement with Kathleen Moore and Associates at an estimated total cost of \$110,000 from the general fund.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *JASF*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Estimated cost

- \$110,000.00

(Amount)

General Fund

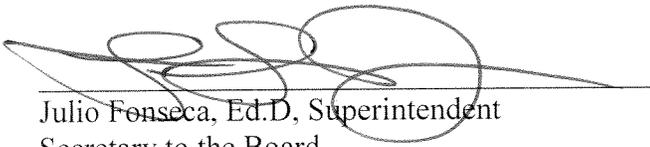
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 11th day of September 2015, by and between the San Ysidro School District, hereinafter called the "District", and

|                               |                       |           |              |   |
|-------------------------------|-----------------------|-----------|--------------|---|
| Kathleen Moore and Associates |                       |           |              | (916) 730-9091                              |
| Company/Consultant            |                       |           |              | Phone Number                                |
| <u>221 Noe Street #1,</u>     | <u>San Francisco,</u> | <u>CA</u> | <u>94114</u> | <u>kathleen@kathleenmooreassociates.com</u> |
| Mailing Address               | City                  | State     | Zip Code     | Email                                       |

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the Consultant Services Documentation ("attached documents") attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Compliance with Law. All services rendered hereunder shall be provided in accordance with any and all applicable ordinances, resolutions, statutes, rules, and regulations of the District, City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included by this reference, and this Agreement shall be read and enforced as though they were included.

Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against District hereunder.

#### 1.2 TERM

Initial Term:

From: August 28, 2015 To: June 30, 2016

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

## 2 FEES AND PAYMENTS

### 2.1 FEES

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

### 2.2 PAYMENTS

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

## 3. ADDITIONAL SERVICES.

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

## 4 RESPONSIBILITIES OF CONSULTANT

### 4.1 ORGANIZATION

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

### 4.2 COORDINATION OF SERVICES

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

### 4.3 STANDARD OF CARE:

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

### 4.4 INDEPENDENT CONTRACTOR & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and amendments from District as herein provided. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever, except as specifically provided in writing by District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall

at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law.

#### 4.5 LAWS AND REGULATIONS

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Service. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

#### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours with reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

#### 4.7 INSURANCE

(1) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor or employee to commence work until Consultant 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*: \$300,000 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/ \$1,000,000 aggregate.

(c) Insurance Endorsements – the insurance policies shall contain the following provisions:

*General Liability* – Consultant's insurance shall cover as additional insured (1) the District, its directors, officials, officers, employees, and agents 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, and agents, 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, and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

*Automobile Liability* – Consultant's insurance shall cover (1) the District, its directors, officials, officers, employees, and agents 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, and agents, 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, and agents 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, and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant. Professional Liability – Consultant and its sub-consultants and subcontractors shall procure and maintain errors and omissions liability insurance with limits discussed in the Section.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced in limits by endorsement or canceled except after thirty (30) days prior written notice or ten (10) days' notice for non-payment premium. Should any of the described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days written notice to District, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives, and (B) any failure to comply with reporting or other provisions of the policies, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(e) A Separation of Insured's; No Special Limitations. All insurance required by this Section, except professional liability insurance, shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(f) Acceptability of Insurers. With the exception of Workers' compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, which are authorized to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(g) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the insurer.

## **5 GENERAL PROVISIONS**

### **5.1 DELAYS IN PERFORMANCE**

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

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

### **5.2 SUSPENSION OF SERVICES**

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

### **5.3 TERMINATION OF AGREEMENT**

(1) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least fourteen (14) 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

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

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

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

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

#### 5.5 SAFETY

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

#### 5.6 PROJECT STAFFING

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

#### 5.7 INDEMNIFICATION

Consultant agrees to protect, save, defend, indemnify and hold harmless the District, their Governing Boards and each member thereof, their officers, employees, agents and volunteers from any and all claims, liabilities, 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.

[Initials here]

#### 5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

#### 5.14 NOTICES

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

CONSULTANT: Kathleen Moore  
Kathleen Moore and Associates  
221 Noe Street #1  
San Francisco, CA 94114  
(916) 730-9091  
[Kathleen@kathleenmooreassociates.com](mailto:Kathleen@kathleenmooreassociates.com)

DISTRICT: San Ysidro School District  
Julio Fonseca, Ed.D.  
Superintendent  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
[Julio.fonseca@sysd.k12.ca.us](mailto:Julio.fonseca@sysd.k12.ca.us)

Phone Number (619) 428-4476

**6 ENTIRE AGREEMENT**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**SAN YSIDRO SCHOOL DISTRICT**

Kathleen Moore and Associates  
Firm Name

\_\_\_\_\_  
Signature of Authorized Agent

Kathleen J. Moore  
Print Name, Title

\_\_\_\_\_  
Federal Tax ID Number

(916) 730-9091  
Phone Number

\_\_\_\_\_  
Signature of Superintendent or Asst. Supt of Business

Julio Fonseca, Ed.D., Superintendent  
Print Name, Title

Board Approved: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

**CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1  
Fingerprinting and Criminal Background Investigation Requirements**

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Consultant shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Consultant shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code Section 45122.1.

Consultant shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Consultant's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Consultant from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document, Consultant agrees that they are familiar with Education Code Section 45122.1. The following individuals are employees of Consultant who may come in contact with pupils in the performance of services in this contract.

Name

Last 4-digits of SSN or CDL Number

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I certify that none of the individuals identified above have been convicted of a felony as defined in Education Code Section 45122.1.

Consultant \_\_\_\_\_

Name/title of authorized representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**EXHIBIT A**

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

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

The parties agree as follows:

1. Consultant and sub-consultants will support the District in its oversight of its facilities program, including, but not limited to
  - Phase I: Compiling and evaluating District data necessary to explore options for optimizing facilities to support the instructional program, including reconfiguring grade levels, and recommendations on transportation issues, and providing the findings to the Superintendent of Schools; Estimated fee: \$75,000
  - Phase II: Solicit school community input through such vehicles as a 7-11 Committee or Bond Oversight Committee, meetings with school administrators, PTA, labor unions, and develop recommendations to the Board of Trustees. Estimated fee: \$35,000
2. District will prepare and furnish to the Consultant upon the Consultant's request such information as is reasonable necessary to the performance of the Consultant's work under this Agreement. The Consultant understands that all information provided to the Consultant is the property of the District and shall remain the property of the District.
3. Compensation: Consultant and sub-consultants, if any, shall be compensated at a rate of \$160 per hour including travel time of 4 hours per in-district trips. Fees per Phase as indicated above. Travel expenses will be borne by Consultant up to 4 in-district trips and then billed at cost thereafter.
4. Consultant, in performance of this Agreement, shall act as an independent contractor. Consultant understands and agrees that Consultant shall not be considered an officer or employee of the District and would not be entitled to benefits of any kind or nature normally entitled to employees, including but not limited to State unemployment or workers' compensation. Consultant assumes full responsibility for the payment of all applicable federal, state and local taxes related to this agreement.
5. Term and Termination as per main Agreement.

Approved:

District: \_\_\_\_\_

Consultant: \_\_\_\_\_