

San Ysidro School District Governing Board

AGENDA

Thursday

October 22, 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

GENERAL ADMINISTRATION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operations Officer

AGENDA ITEM: COLLECTIVE BARGAINING AGREEMENTS WITH THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER 154 – AB1200

BACKGROUND INFORMATION:

The San Ysidro School District and the California School Employees Association (CSEA) have signed a new agreement effective July 1, 2015. The agreement was reached on September 17, 2015 and approved by the CSEA Chapter 154 employee members on October 15, 2015. The following was agreed on:

- 6% salary schedule increase – effective July 1, 2015
- Increase in District’s contribution to employee’s health benefit package from \$7,192.84 to \$9,000.
- Longevity on the salary schedule increased from 2.5% to 3.6% for 15, 20 and 25 years.

As required under AB1200 due to the District’s Qualified financial status, the District will submit to SDCOE for review of this agreement. Administration is recommending that the Governing Board approve this agreement which impacts all classified staff.

RECOMMENDATION:

Approve the Collective Bargaining Agreement between the District and the California School Employees Association (CSEA) Chapter 154 and submittal of AB1200.

Renewal New Amendment Ratify Other

Business Services Reviewed: Just

Financial Implications?

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

Requisition #

Yes No

Yes No

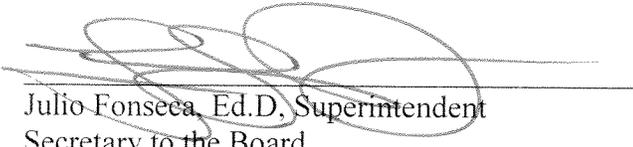
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:


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

Disclosure of Collective Bargaining Agreement

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213);
GC § 3547.5 (Statutes of 2004, Chapter 52)

San Ysidro School District

Name of Bargaining Unit: CSEA and its Chapter # 154 Certified: X Classified: _____

The proposed agreement covers the period: Beginning: 7/1/2015 Ending: 6/30/2016

This agreement will be acted upon by the Governing Board at its meeting on: 10/15/2015
Date

A. Proposed Change in Compensation

Compensation	Cost Prior to Proposed Agreement (a) \$	Fiscal Impact of Proposed Agreement					
		Current Year 2015 - 2016		Year 2 2016 - 2017		Year 3 2017 - 2018	
		(b) \$	(c) %	(b) \$	(c) %	(b) \$	(c) %
1. Step & Column - Increase (Decrease) due to movement plus any changes due to settlement	\$75,136.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2. Salary Schedule - Increase (Decrease)	\$6,420,182.00	\$385,210.92	6.00%	\$385,210.92	5.66%	\$385,210.92	5.36%
3. Other Compensation - Increase (Decrease) in Stipends, Bonuses, etc.	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
4. Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$1,348,238.22	\$84,746.40	6.29%	\$90,524.57	6.32%	\$100,154.84	6.57%
5. Health/Welfare Benefits - Increase (Decrease)	\$985,383.46	\$247,616.54	25.13%	\$0.00	0.00%	\$0.00	0.00%
6. Total Compensation - Increase (Decrease) Total Lines 3(a), 4(a), 5(a)	\$8,753,803.68	\$717,573.86	8.20%	\$475,735.49	5.02%	\$485,365.76	4.86%
7. Total Number of Represented Employees	137.00	137.00		137.00		137.00	
8. Total Compensation Cost for Average Employee - Increase (Decrease)	\$63,896.38	\$5,237.77	8.20%	\$3,472.52	5.02%	\$3,542.82	4.86%

Impact on other Funds:

F. 12 - Child Development in the amount of \$21,083.10 S/C for 6% and \$7,229.68 H/W

- A. Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

6% salary raise on schedule, \$1807.42 raised on H/W cap from \$7192 to \$9000

CSEA Chapter 154 shall receive same compensation as above.

Longevity on the Salary Schedule shall be increased from 2.5% to 3.6%

- B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

N/A

- C. What are the specific impacts on instructional/support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

N/A

D. **What contingency language is included in the proposed agreement?**
Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.

NONE

E. **Source of Funding for Proposed Agreement**

1. Current Year

General Fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

General Fund

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

N/A

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$46,935,219
b. State Standard Minimum Reserve Percentage for this District	3.00%
c. Projected P-2 ADA	4,470.48
d. State Standard Minimum Reserve Amount for this District <i>(Line 1a times Line 1b, or \$50,000, whichever is greater, for a district with less than 1,001 ADA)</i>	\$1,408,056.57

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	\$1,408,056.57
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$6,229,815.37
c. Special Reserve Fund 17-Budgeted Designated for Economic Uncertainties	\$0.00
d. Special Reserve Fund 17-Budgeted Unappropriated Amount	\$0.00
e. Total District Budgeted Unrestricted Reserves	\$7,637,871.94

3. Do unrestricted reserves meet the state standard minimum reserve amount? Yes No

G. Certification

The information provided in this document summarized the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and Government Code § 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

10/19/15

 Date



 Chief Operating Officer
 (Signature)

 Date

Contact Person: Jose Arturo Sanchez - Macias Telephone No.: 619-428-4476

Supplement

H. Impact of Proposed Agreement on Current Year Operating Budget*

Date of governing board approval of budget revisions in Col. 2:
in accordance with Education Code § 42142 and Government Code § 3547.5

July 30th, 2015

Provide a copy of board-approved budget revisions and board minutes. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.

If the board-approved revisions are different from the proposed budget adjustments in Col. 2, provide a revised report upon approval of the district governing board.

	(Col. 1) Latest Board- Approved Budget Before Settlement as 6/11/2015 FY 2015-2016	(Col. 2) Adjustments as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) (Cols. 1 + 2 + 3) Total Impact on Budget
REVENUES:				
Revenue Limit Sources (8010-8099)	41,280,258		(173,921)	41,106,337
Remaining Revenues (8100-8799)	8,060,855		975,000	9,035,855
TOTAL REVENUES	49,341,113		801,079	50,142,192
EXPENDITURES:				
1000 Certificated Salaries	20,812,785			20,812,785
2000 Classified Salaries	6,945,394		(14,987)	6,930,407
3000 Employee Benefits	7,745,892	467,423	(22,234)	8,191,081
4000 Books and Supplies	3,251,785		(14,678)	3,237,107
5000 Services and Operating Expenses	6,620,691		(14,597)	6,606,094
6000 Capital Outlay	100,397			100,397
7000 Other	60,957		1,020,270	1,081,227
TOTAL EXPENDITURES	45,537,901	467,423	953,774	46,959,098
OPERATING SURPLUS (DEFICIT)	3,803,212	(467,423)	(152,695)	3,183,094
OTHER SOURCES AND TRANSFERS IN		0		0
OTHER USES AND TRANSFERS OUT		0		0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	3,803,212	(467,423)	(152,695)	3,183,094
BEGINNING BALANCE	4,554,436	0		4,554,436
CURRENT YEAR-ENDING BALANCE	8,357,648	(467,423)		7,890,225
COMPONENTS OF ENDING BALANCE:				
Nonspendable (9711-9719)	112,964	0		112,964
Restricted (9740)	1,740,766	0		1,740,766
Committed (9750/9760)		0		0
Assigned (9780)		0		0
Reserve Economic Uncertainties (9789)	1,366,137	0	28,613	1,394,750
Unassigned/Unappropriated (9790)	6,878,547	(467,423)	(181,309)	6,229,815

If the total amount of the adjustment in Column 2 does not agree with the amount of the total cost shown on page 1, please explain:
Salary increases are included in the budget for FY 15-16 v. unaudited actuals 2014-2015 totals. Ending total for certificated, classified, management and for FY 14-15 is \$19,333,668 (ACTUALS) the total amount budgeted for certificated salaries (including management) for FY 15-16 is \$20,812,785 and for FY 14-15 is \$6,420,182 (ACTUALS) ... the total amount budgeted for classified salaries (including management) for FY 15-16 is \$6,930,407 and for FY 14-15 is \$6,420,182 (ACTUALS) ... the total amount budgeted for classified salaries (including management) for FY 15-16 is \$6,930,407 HW Benefits increased on CAP, did indeed, impacted the General Fund by \$467,423.00 including Certificated, Classified, Management, and Con

*This supplement is a composite recap of "all" the bargaining agreements shown on the preceding pages.

Confidential

7 - NO IMPACT TO THE GENERAL FUND from the negotiations of Salary Increases
Confidential + all added position full time

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

GENERAL INSTRUCTIONS

- Please submit this form to the county superintendent of schools and make available to the public for review at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreement.
- Separate documents must be completed for each collective bargaining agreement, but if more than one agreement is discussed at the same time, you may summarize the financial impact of "all" agreements on page 4 (supplement).
- Include, as applicable, *Cost Prior to Proposed Agreement, Current Year, Year 2 and Year 3* information for the period covered in the proposed agreement. For example, for a 2-year multi-year agreement, complete *Cost Prior to Proposed Agreement, Current Year and Year 2*.
- Any time a contract is reopened with a financial impact on "any area of compensation," a disclosure of the proposed agreement must be made.
- The specific manner in which the public is made aware of the proposed agreement and its availability for public inspection and review is at the discretion of the local district.
- The governing board shall adopt revisions to its budget needed in the current fiscal year to fulfill the terms of the collective bargaining agreement within 45 days of adoption (EC § 42142). Provide a copy of the board-approved budget revisions and board minutes to the county office. In addition, provide two expenditure reports generated by the district's financial system: one showing the budget by major object before the changes and a second showing the budget by major object after the changes.
- All revisions to the budget needed in the current fiscal year to meet the costs of the collective bargaining agreement shall be adopted no later than the statutory deadline for certification of the next interim report by the county superintendent of schools (GC § 3547.5, EC § 42131).

SPECIFIC INSTRUCTIONS FOR COMPLETION

PROPOSED CHANGE IN COMPENSATION

1. Step and Column

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of all salaries for the bargaining unit prior to the proposed agreement. Remove any "one-time" bonuses or payments that were paid in prior year, if applicable.
- b. \$: Enter the annual increase cost of *Step and Column* movement on the *Salary Schedule* for the affected bargaining unit.
- c. %: Divide the annual cost of *Step and Column*, Line 1(b), by the *Cost Prior to Proposed Agreement*, Line 1(a).

2. Salary Schedule

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 1(a) plus Line 1(b).
- b. \$: Enter the annual \$ amount of the proposed change in the *Salary Schedule*.

3. Other Compensation

Description: Indicate specific changes in *Other Compensation* for the current year. For example: 1% off schedule or \$200/employee. For Year 2 and Year 3, explain in "Comments" section, if applicable.

- a. Cost Prior to Proposed Agreement: Enter the amount from Line 2(a).
- b. \$: Enter the annual amount of the proposed change in *Other Compensation*.
- c. %: Divide the amount by the *Cost Prior to the Proposed Agreement*, Line 3(a).

4. Statutory Benefits

- a. Cost Prior to Proposed Agreement: Enter the total prior year cost of *Statutory Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" benefit costs that would not carry over to current year.
- b. \$: Enter the amount of the proposed change in *Statutory Benefits* resulting from changes in *Salary Schedule, Step and Column, and Other Compensation* reported on Line 1(b) through Line 3(b).
- c. %: Divide Line 4(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement*, Line 4(a).

5. Health/Welfare Benefits

- a. Cost Prior to Proposed Agreement: Enter the total annual cost of *Health/Welfare Benefits* of the bargaining unit prior to the proposed agreement. If applicable, exclude any "one-time" costs that would not carry over to current year.
- b. \$: Enter the amount of the proposed change in *Health/Welfare Benefits*, resulting from the affected bargaining unit agreement.
- c. %: Divide Line 5(b) by the amount of dollars shown in *Cost Prior to Proposed Agreement* Line 5(a).

6. Total Compensation

- a. Cost Prior to Proposed Agreement: Total Lines 3(a), 4(a), and 5(a).
- b. \$: Total Lines 1(b), 2(b), 3(b), 4(b), and 5(b).
- c. %: Divide the total by *Cost Prior to Proposed Agreement*, Line 6(a).

7. Total Number of Represented Employees

Enter the total full-time equivalent (FTE) employees for the affected bargaining unit for each applicable year.

8. Total Compensation Cost for Average Employee

- a. Cost Prior to Proposed Agreement: Divide *Cost Prior to Proposed Agreement*, Line 6(a) by Prior Year FTE Employees, Line 7.
- b. \$: Divide *Total Compensation*, Line 6(b) by FTE employees, Line 7, for each applicable year.
- c. %: Divide *Total Compensation Cost for Average Employee*, Line 8(b) by *Cost Prior to Proposed Agreement*, Line 8(a).

Tentative Agreement BETWEEN
CSEA and its Chapter # 154
AND
San Ysidro School District
September 17th, 2015

Article 14. Wages and Fringe Benefits

A. Compensation.

The classified salary schedule shall be increased by 6% effective July 1, 2015.

~~Contingency Language. For 2015-2016, if the ADA at P-2 is 4,772.09 or above, for every 1% increase in "Gap funding" above 30.39% (as identified in the 2014-2015 adopted budget), 0.25 of the off schedule increase will be converted to an on-going salary schedule increase. The maximum on-going increase as a result of the application of this provision shall be 1%.~~

D. Fringe Benefits: Health and Welfare Benefits

2. The District on an annual basis shall establish a "pool" to implement the District's maximum contribution per eligible employee. All eligible District classified employees shall be placed into one (1) combined pool. The pool shall be equal, on an annualized basis, to the product of Seven Thousand One Hundred Ninety Two Dollars and Eighty Four Cents (\$7,192.84) ~~Nine Thousand Dollars and Zero Cents (\$9,000.00)~~ times the number of eligible. The utilization of a pool approach ~~shall~~ allow an individual eligible employee to receive a District contribution of less or more than ~~\$7,192.84~~ \$9,000.00 per year, but in no event shall the total amount contributed by the District ~~exceed~~ be less than the product of ~~\$7,192.84~~ \$9,000.00 times the number of eligible employees. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the cost in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed ~~\$7,192.84~~ \$9,000.00 on a proportionate basis according to the full costs of their respective plans.

Appendix B

***Longevity on the Salary Schedule shall be increased from 2.5% to 3.6% for 15-Years, 20-Years, and 25-Years.**

12:11 PM
TA

CSEA – Chapter # 154

District

1. ~~Ed Boat~~
 2. Jeff Keffer
 3. ~~[Signature]~~
 4. D. L. J. Moens
 5. Cythra Moens
- [Large handwritten signature/initials across the right side of the page]*
Amy Z Hunt

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, JULY 9, 2015
CLOSED SESSION: 4:30 p.m. – 6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Regular Meeting of the Governing Board was held on Thursday, July 9, 2015, with Closed Session held at 4:30 p.m. to 6:00 p.m., and was reconvened into Open Session at 6:00 p.m. to conduct its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Martinez Time: 4:30 p.m.

- 2. ROLL CALL** by Julio Fonseca, Ed.D., Superintendent
Mr. Antonio Martinez, President
Mr. Marcos A. Diaz, Vice-President
Mr. Rodolfo Linares, Clerk
Mr. Jose F. Barajas, Member
Mrs. Luciana Corrales, Member

3. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Josie Hamada, Retired Teacher, 1) Reminded the Board of the responsibilities of the Ruiz settlement. The attorney is waiting for the information. 2) Commented that they are now able to return as volunteers to do the work that is needed at Beyer. 3) Reminded the Board of their commitment to replace the poem and plaques at Beyer. 4) Shared the poem written for Beyer.

Member Barajas made the motion to recess to Closed Session, seconded by Clerk Linares. The vote was unanimous.

4. GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:36 p.m. in accordance with section 54954.5 regarding:

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

4.2 Education Code Section 48918 (c) (expulsion)
STUDENT EXPULSION
ID# 153544
ID# 159332

4.3 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
(2 matters)

4.4 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION:
Subdivision (d)(1) Government Code section 54956.9
Name of Case: San Ysidro School District v. Manuel Paul
Case No.: 37-2015-00003840-CU-NP-CTL

4.5 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (1 case)

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

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

6. ROLL CALL by Julio Fonseca, Ed.D., Superintendent

- Mr. Antonio Martinez, President
- Mr. Marcos A. Diaz, Vice-President
- Mr. Rodolfo Linares, Clerk
- Mr. Jose F. Barajas, Member
- Mrs. Luciana Corrales, Member

7. FLAG SALUTE by Julio Fonseca, Ed.D., Superintendent

8. CONFERENCE SESSION

Reports/Presentations

- 8.1 Superintendent’s 100-Day Transition Plan
- 8.2 Certificates of Participation
- 8.3 San Ysidro Education Vanguard Foundation

9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS – Was moved up to follow the flag salute

Esther Gutierrez, PTA President, 1) Mentioned that she previously requested PTA Accounting books and has been ignored. Shared concerns regarding discrepancies in deposits. 2) Shared concerns regarding persons in charge of Labels & Box Tops for Education refusing to give PTA the password for the program. 3) Requested the District Policy on School PTA and asked for the IMRA’s job description. 4) Commented that Member Corrales uses District emails, facilities and computers for her campaign. 5) Asked for an update on her previous request. 6) Welcomed Dr. Fonseca and thanked Mr. Velasquez for what he did for the students and the community. 7) Asked Board Member Barajas to resign.

Rosa Estevez, Parent, 1) Shared concerns regarding the change to a new provider for the After School Program. 2) Commented that applications for the After School Program have not been sent out and there are two weeks left before school begins. 3) Asked the Board to consider the petitions they submitted to keep the YMCA as the After School Program.

Maria Lozano, Director of After School All Stars, 1) Shared information about their program and explained that their focus is academics, enrichment, health and fitness.

Tyree Dillingham, Executive Director of After School All Stars, 1) Mentioned that they work with middle school students and focus on improving attendance and student achievement.

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

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

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

10. GENERAL ADMINISTRATION

10.1 MINUTES

The Board approved the minutes of the Regular Board Meeting of March 12, 2015 and the minutes of the Special Board meetings of March 26, 2015, March 27, 2015, June 6, 2015 and June 7, 2015.

Motion: Diaz Second: Linares Vote: Unanimous

10.2 APPOINTMENT OF BOARD SECRETARY

The Board appointed Julio Fonseca, Ed.D., Board Secretary.

Motion: Diaz Second: Linares Vote: Unanimous

10.3 APPROVAL OF AFTER SCHOOL EDUCATION AND SAFETY PROGRAM (ASES)

The Board approved the Boys and Girls Club of South County to serve as the After School Education and Safety Program (ASES) for school year 2015-2016.

The Boys & Girls Club, YMCA, All Stars and Think Together After School Programs shared information about their programs.

Motion: Linares Second: Diaz Vote: 3 Ayes - 1 Noe (C) - 1 Abstain (B)

10.4 CONSENT TO GROUND LEASE SUBLEASE AND LEASEBACK BETWEEN VERIZON WIRELESS AND AMERICAN TOWER CORPORATION (CELL TOWER)

The Board approved/ratified the execution of letters sent by Verizon Wireless and American Tower Corporation consenting to the Ground Lease Sublease and Leaseback.

Motion: Barajas Second: Linares Vote: Unanimous

10.5 RESOLUTION 15/16-3100 DESIGNATE AUTHORIZED REPRESENTATIVES TO THE SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY FOR WORKERS' COMPENSATION, PROPERTY & LIABILITY OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW

The Board approved Resolution #15/16-3100 Designating and authorizing Julio Fonseca, Ed.D., Superintendent and Dena Whittington, Assistant Superintendent of Business Services as representatives to the San Diego County Schools Risk Management Joint Powers Authority for Workers' Compensation, Property & Liability or any other risk or plan authorized by law.

Motion: Diaz Second: Linares Vote: Unanimous

10.6 RESOLUTION #15/16-3101 TO DESIGNATE AUTHORIZED REPRESENTATIVES TO THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

The Board approved Resolution #15/16-3101 designating and appointing Linda Olea, Account Clerk III, as the FBC representative and Sylvia Munoz, Business Services Coordinator, as an alternate representative for the San Ysidro School District to the San Diego County Schools Risk Management Fringe Benefits Consortium for the Fringe Benefits Program.

Motion: Diaz Second: Linares Vote: Unanimous

10.7 RESOLUTION #15/16-3102 AUTHORIZING REPLACEMENT OF WARRANTS

The Board approved Resolution #15/16-3102, designating Julio Fonseca, Ed.D., Superintendent and Dena Whittington, Assistant Superintendent of Business Services to authorize the replacement of warrants for 2015-16.

Motion: Diaz Second: Linares Vote: Unanimous

10.8 RESOLUTION 15/16-3103 AUTHORIZING AGENT TO SIGN PAYMENT ORDERS

The Board approved Resolution #15/16-3103, designating and authorizing Julio Fonseca, Ed.D., Superintendent and Dena Whittington, Assistant Superintendent of Business Services to sign payment orders for school year 2015-16.

Motion: Diaz Second: Linares Vote: Unanimous

10.9 RESOLUTION #15/16-3104 DESIGNATING AUTHORIZED AGENTS TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

The Board approved Resolution #15/16-3104 designating Julio Fonseca, Ed.D., Superintendent and Dena Whittington, Assistant Superintendent of Business Services as Authorized Agents to Sign School Orders (Commercial Warrants) for school year 2015-16.

Motion: Diaz Second: Linares Vote: Unanimous

10.10 RESOLUTION #15/16-3105 DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION

The Board approved Resolution #15/16-3105 designating Julio Fonseca, Ed.D., Superintendent and Dena Whittington, Assistant Superintendent of Business Services as authorized district representatives and signatories to the State Allocation Board Office of Public School Construction effective July 1, 2015.

Motion: Diaz Second: Linares Vote: Unanimous

10.11 RESOLUTION #15/16-3106 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2015-16

The Board approved Resolution 15/16-3106 designating and authorizing Julio Fonseca, Ed.D., Superintendent and Dena Whittington, Assistant Superintendent of Business Services to sign bank account checks and school orders for 2015-16.

Motion: Diaz Second: Linares Vote: Unanimous

10.12 RESOLUTION 15/16-3107 OF SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2015-2016 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2015 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$10,000,000 AND PARTICIPATION IN THE SAN DIEGO COUNTY AND SCHOOL DISTRICT TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

The Board approved Resolution No 15/16-3107 to participate in the San Diego County Pool to issue Tax Revenue Anticipation Notes for 2015/16.

Motion: Linares Second: Diaz Vote: Unanimous

10.13 RESOLUTION 15/16-3200 AUTHORIZING THE EXECUTION AND DELIVERY OF THE SAN YSIDRO SCHOOL DISTRICT 2015 REFUNDING CERTIFICATES OF PARTICIPATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$23,000,000, AUTHORIZING THE DISTRIBUTION OF AN OFFICIAL STATEMENT IN CONNECTION THEREWITH, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS AND RELATED ACTIONS

The Board approved Resolution No 15/16-3200.

Motion: Diaz Second: Linares Vote: Unanimous

11. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Items 11B.2, 11B.6, 11B.21, 11B.22, 11B.24 for discussion and to be voted on separately.

Motion: Corrales Second: Diaz Vote: Unanimous

11 A. CURRICULUM & INSTRUCTION

11A.1 2015-2016 CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS (PART I)

The Board approved/ratified the submission of the Consolidated Application 2015-16 for Funding Categorical Aid Programs, Part I.

11A.2 APPROVAL OF SAN YSIDRO SCHOOL DISTRICT INSTRUCTIONAL MATERIALS LIST

The Board approved/ratified the updated San Ysidro Instructional Materials/Textbook List.

11A.3 LOCAL EDUCATION AGENCY (LEA) DISTRICT PLAN

The Board approved the San Ysidro School District Local Education Agency (LEA) Plan.

11B. BUSINESS

11 B.1 PURCHASE ORDER REPORT

The Board approved/ratified purchase order numbers:

General Fund: A61336-A61339, A61341-A61348, A61350-A61365, A61368-A61374, A61376-A61380

Child Development Fund: A61340, A61366-A61367

Building Fund: A61349, A61375

11B.2 EXPENDITURE REPORT

The Board approved/ratified expenditures incurred by the district during the period of June 08, 2015 through June 26, 2015. Listing sheets #620 through #647. Payments were made with checks #12-421165 through #12-427015 for a total expenditure of \$1,560,152.75.

Member Corrales commented that there was an expense paid for NALEO of \$389.00. Mentioned that she was going to pay for mileage, meals and airfare but the airline cancelled the flight. If she gets a refund, she will reimburse the District \$200.00.

Motion: Linares

Second: Diaz

Vote: Unanimous

11B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at \$520.00 to help support and enrich our educational programs.

11B.4 2014-15 NEXUS SERVICE AGREEMENT – AMENDMENT

The Board approved/ratified the Amendment to the Nexus Service Agreement for the 2014-15 school year at a cost not to exceed \$3,700.

11B.5 2015-16 NEXUS SERVICE AGREEMENT

The Board approved the 2015-16 Nexus Service Agreement at a cost of \$12,950 from the General Fund.

11B.6 MEMORANDUM OF UNDERSTANDING WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) - REVISED

The Board approved/ratified the revised cost implications on Memorandum of Understanding with the Parent Institute for Quality Education for 2014-15 from the supplemental and concentration funds.

Motion: Linares

Second: Corrales

Vote: Unanimous

11B.7 AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION 2015-16 OUTDOOR EDUCATION PROGRAM (6TH GRADE CAMP) – WILLOW SCHOOL

The Board approved the agreement with the San Diego County Office of Education for Willow School's six grade students to attend the 2015-16 Cuyamaca Camp at an estimated cost of \$20,800.

11B.8 YMCA CAMP FACILITY USE AGREEMENT 2015-16 FOR 6TH GRADE CAMP FOR OCEAN VIEW HILLS AND LA MIRADA SCHOOLS

The Board approved the agreement with the YMCA of San Diego County for Ocean View Hills and La Mirada Schools sixth grade students to attend the 2015-16 Camp Marston/Raintree Ranch at an estimated cost of \$34,830.00

11B.9 AGREEMENT WITH MENINO BOM (ADDENDUM)

The Board approved/ratified the addendum to the agreement with Menino Bom to provide Capoeira classes to students in the Junior Boys Club at a total cost not to exceed \$1,000.00.

11B.10 AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION

The Board approve/ratified the agreement with Orange County Superintendent of Schools for the 2015-2016 school year.

11B.11 MEMORANDUM OF UNDERSTANDING WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS – FRIENDSHIP SCHOOL

The Board approved/ratified the Memorandum of Understanding with the San Diego County Superintendent of Schools for special education services provided by the Friendship School.

11B.12 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH ASELTINE SCHOOL

The Board approved/ratified the San Diego County Nonpublic Master Contract with Aseltine School for 2015-2016 at a rate of \$182.42 per day at an estimated total of \$114,924.60 from the Special Education funds.

11B.13 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SAN DIEGO CENTER FOR CHILDREN ACADEMY

The Board approved/ratified the San Diego County Nonpublic Master Contract with San Diego Center for Children Academy for 2015-2016 school year at a daily rate of \$179.76 estimated total cost of \$37,030.56 from the Special Education funds.

11B.14 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SAM AND ROSE STEIN EDUCATION CENTER

The Board approved/ratified the San Diego County Nonpublic Master Contract with Sam & Rose Stein Education Center for 2015-2016 school year at a daily rate of \$220.59 an estimated total of \$49,412.16 from the Special Education funds.

11B.15 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ACCOUNTABLE HEALTHCARE STAFFING

The Board approved/ratified the San Diego County Nonpublic Master Contract with Accountable Healthcare Staffing for school year 2015-2016 at an estimated total cost of \$100,800.00 from the Special Education funds.

11B.16 SAN DIEGO COUNTY NON-PUBLIC MASTER CONTRACT WITH ROCKSTAR RECRUITING LLC, DBA STAFFREHAB

The Board approved/ratified the San Diego County Nonpublic Master Contract with Rockstar Recruiting LLC, DBA Staffrehab for school year 2015-2016 at an estimated total cost of \$111,600.00 from the Special Education funds.

11B.17 PARADIGM HEALTHCARE SERVICES AGREEMENTS

The Board approved/ratified the Agreement with Paradigm Healthcare Services to provide health billing services and consultation for school years 2014-15 and 2015-2016.

11B.18 THE ONLINE ASSESSMENT REPORTING SYSTEM (OARS) SOFTWARE LICENSE AGREEMENT

The Board approved the Online Assessment Reporting System (OARS) software license agreement with Database Depot Inc. dba Red Schoolhouse Software for school year 2015-16 at an estimated total cost of \$25,571.

11B.19 KEY DATA AGREEMENT FOR 2015-16

The Board approved the renewal of the agreement for Key Data Systems for the school year 2015-16 at a cost of \$17,200.

11B.20 PROFESSIONAL SERVICES CONTRACT WITH MWILLIS INC. 2015-16

The Board approved the Professional Service Contract with MWillis Inc. from June 15, 2015 to June 30, 2016 at a not to exceed amount of \$50,000 from the General fund.

11B.21 CONSULTANT AGREEMENT WITH LUZ E. LARIOS, CONSULTANTS AND PROJECT MANAGEMENT

The Board approved/ratified the Consultant Agreement with Luz E. Larios, Consultants and Project Management for 2015-16 at a cost not to exceed \$50,000 from the General Fund.

Motion: Linares

Second: Barajas

Vote: Unanimous

11B.22 RESOLUTION AND AGREEMENT WITH CALIFORNIA STATE DEPARTMENT OF EDUCATION CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) 2015-16

The Board approved the Resolution and Agreement with the California State Department of Education – California State Preschool Program (CSPP) for school year 2015-16.

Motion: Linares Second: Corrales Vote: Unanimous

11B.23 RESOLUTION WITH THE CALIFORNIA STATE DEPARTMENT OF EDUCATION - CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP)- TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR 2015-16

The Board approved Resolution with the California State Department of Education – California State Preschool Program (CSPP) to authorize designated personnel to sign contract documents for fiscal year 2015-16.

11B.24 RESOLUTION NO. 15/16-0001 – BOARD COMPENSATION FOR MISSED MEETINGS

The Board adopted Resolution No. 15/16-0001 recognizing that Luciana Corrales was absent from the June 6, 2015 Special Board Meeting due to hardship and received the maximum monthly compensation for the month of June 2015.

Motion: Linares Second: Diaz Vote: 4 Ayes - 1 Abstain (C)

11B.25 BOARD ACTION TO DECLARE DISTRICT PERSONAL PROPERTY AS OBSOLETE, SURPLUS, DISPOSE OF, OR DONATE PER EDUCATION CODE 17546 (a) (b) (c)

The Board declared district personal property as obsolete and surplus to be disposed, sold, or donated as per California Education Code Sec. 17546 (a)(b)(c).

11B.26 FOURTH QUARTERLY COMPLAINT REPORT FOR WILLIAM’S LAWSUIT RELATED ISSUES FOR SCHOOL YEAR 2014-15

The Board accepted the Report of William’s Complaints for the second quarter, April 1, 2015 to June 30, 2015 of the 2014-2015 school year for submission to the County Office of Education.

11B.27 PROFESSIONAL SERVICES AGREEMENT WITH JENNIFER WONG

The Board approved the Professional Service Contract with Jennifer Wong from July 13, 2015 to June 30, 2016 at a not to exceed amount of \$50,000 from the General fund.

11C. PERSONNEL – CLASSIFIED

RESIGNATION

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

- 11C.1 Classified Resignations: Resignation & Termination of Leave of Absence for Maribel Romero, Instructional Media Resource Aide, effective June 18, 2015; resignation for Maria Del Carmen Solano, Noon Supervisor and Abigail Cuacuoscla, Fernando Hernandez, Emmanuel Ramirez, effective June 5, 2015.

RETIREMENT

The Board approved/ratified the retirement of an Instructional Aide as recommended by staff:

- 11C.2 Classified Retirement: Maria E. Castañeda, effective June 10, 2015

LEAVE OF ABSENCE WITHOUT PAY

The Board approved/ratified the leave of absence for an Instructional Aide from July 27, 2015 to November 3, 2015:

- 11C.3 Leave of Absence without Pay: Martha Montoya from July 27, 2015 to November 3, 2015

11D. PERSONNEL – CERTIFICATED

EMPLOYMENT

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

11D.1 Employment Temporary Permit Teachers: Erika Lopez-Martinez, Cristina Renteria, Matilde Diaz, and Sandra Ferguson, from July 22, 2015 – June 9, 2016.

11D.2 Employment for Teachers: Jessica Monteon, Cindy Barron, and Maria Knutas-Hallmark effective July 22, 2015.

RESIGNATION

The Board approved/ratified resignation of certificated staff:

11D.3 Certificated Staff: Catherine McDonald, Special Education Teacher, effective June 8, 2015. Nitza Corrales, Director of Special Education and Special Services, effective July 6, 2015.

REVISE JOB DESCRIPTION AND ESTABLISH RECRUITMENT

The Board approved/ratified the revised job description and establish recruitment for School Counselor as recommended by staff:

11D.4 Revise Job Description and Establish Recruitment – School Counselor
The Board approved the new job description and recruitment for a School Counselor.

12. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Barajas, 1) Wished Nitza Corrales well and mentioned that it’s a loss to the District. 2) Commented that it’s nice to see all schools participating on the District website. 3) Shared concerns on hiring a large number of consultants.

Member Corrales, 1) Thanked & welcomed Dr. Fonseca. 2) Shared information on the NALEO Conference and will share the information with DELAC and other committees.

Vice-President Diaz, 1) Welcomed Dr. Fonseca. 2) Mentioned that he is looking forward to working with Dr. Fonseca, Cabinet and the Board in making good educational decisions. 3) Commented that he wants to make sure teachers have supplies & what they need.

Clerk Linares, 1) Welcomed Dr. Fonseca. 2) Commented that the lack of supplies comes from a bad Administration. 3) Mentioned that he doesn’t agree with NALEO workshops because they promote marijuana dispensaries.

President Martinez, 1) Commented that he voted for the Boys & Girls Club because it’s the right thing to do. 2) Mentioned that he doesn’t appreciate calls from elected officials telling him he should go with the YMCA. 3) Commented that he wants to have a strategic plan for Beyer. 4) Asked for a Grant Writer update. 5) Mentioned that he would like to reduce legal fees.

Dr. Fonseca, Superintendent, 1) Thanked the Board and community for the warm welcome. 2) Mentioned that he appreciates the confidence the Board has in Cabinet. 3) Commented that he needs everyone’s help to move the District forward. 4) Mentioned that he wants to make sure the central office supports schools. 5) Commented that today is a new day and the focus is on children. 6) Mentioned that the District finances need to be put in order. 7) Commented that the District is moving forward together as a team and will be a model District.

Vice-President Diaz made the motion to adjourn the meeting, seconded by Clerk Linares. The vote was unanimous.

13. ADJOURNMENT

Time: 9:19 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

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

SPECIAL MEETING OF THE GOVERNING BOARD
TUESDAY, JUNE 2, 2015
5:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Tuesday, June 2, 2015 at 5:00 p.m. and conducted its business meeting at the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

MINUTES

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

2. **ROLL CALL** by Mr. Edward Velasquez- Interim Superintendent & Secretary to the Board
 Mr. Antonio Martinez, President
 Mr. Marcos A. Diaz, Vice-President
 Mr. Rodolfo Linares, Clerk
 Mr. Jose F. Barajas, Member
 Mrs. Luciana Corrales, Member

3. **FLAG SALUTE** by Edward Velasquez, Interim Superintendent

4. **CONFERENCE SESSION**
 Reports/Presentations
 4.1 Local Control Accountability Plan/Budget (LCAP)

5. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**
 Felipe Nuno, Parent, 1) Commented that with the LCAP and Common Core we are in the midst of educational change. 2) Mentioned that we need to train teachers and be smart about programs. 3) Commented that he is all for technology but we need to be careful with technology and how we allocate our monies. 4) Commented that we need to be smart about selecting programs that are going to be successful for our kids and use common sense.

<p><u>PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING</u> Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address all of their items. If translation services are required, please state that, and an additional one (1) minute will be allotted. Approach the lectern and give your name and address.</p>
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The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

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

6. GENERAL ADMINISTRATION

6.1 OPEN PUBLIC HEARING FOR THE PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

The Board opened Public Hearing for the proposed Local Control Accountability Plan (LCAP).

Motion: Linares Second: Barajas Vote: Unanimous

6.2 CLOSE PUBLIC HEARING FOR THE PROPOSED LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

The Board closed Public Hearing for the proposed Local Control Accountability Plan (LCAP).

Motion: Diaz Second: Linares Vote: Unanimous

6.3 OPEN PUBLIC HEARING FOR THE PROPOSED EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN FOR THE 2015-2016 SCHOOL YEAR

The Board opened the Public Hearing for the proposed Education Protection Account (EPA) spending plan for the 2015-2016 school year.

Motion: Linares Second: Diaz Vote: Unanimous

6.4 CLOSE PUBLIC HEARING FOR THE PROPOSED EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN FOR THE 2015-2016 SCHOOL YEAR

The Board closed the Public Hearing for the proposed Education Protection Account (EPA) spending plan for the 2015-2016 school year.

Motion: Linares Second: Diaz Vote: Unanimous

6.5 OPEN PUBLIC HEARING FOR PROPOSED 2015-16 BUDGET ADOPTION

The Board opened the Public Hearing for the district’s proposed 2015-16 Budget Adoption.

Motion: Barajas Second: Linares Vote: Unanimous

Felipe Nuno, Community Member, 1) Mentioned that the Board needs to be smart and have common sense when choosing programs for our students. We need to look at which programs will have the biggest impact and results.

6.6 CLOSE PUBLIC HEARING FOR PROPOSED 2015-16 BUDGET ADOPTION

The Board closed the Public Hearing for the district’s proposed 2015-16 Budget Adoption.

Motion: Linares Second: Barajas Vote: Unanimous

6.7 AGREEMENTS WITH ASSOCIATED VALUATION SERVICES, INC. FOR FIXED ASSET INVENTORY REPORTING AND WEB-INTERFACE TRACKING SYSTEMS (WITS)

The Board approved the Agreements with Associated Valuation Services, Inc. for Fixed Asset Inventory Reporting and Web-Interface Tracking Systems (WITS) for an estimated total of \$56,750.

Motion: Linares Second: Corrales Vote: Unanimous

6.8 AUTHORIZATION TO JOIN THE COALITION OF SAN DIEGO COUNTY SCHOOL DISTRICTS FOR ELECTRICITY COST REDUCTION

The Board approved the San Ysidro School District to join the Coalition of San Diego County School Districts for Electricity Cost Reduction so that we can have a united voice to minimize utility cost increases for school districts. Authorized the Superintendent and the Assistant Superintendent of Business Services to execute necessary documents and actions to join the Coalition.

Motion: Barajas Second: Linares Vote: Unanimous

6.9 DIRECTOR, INTERVENTION/SUPPORT SERVICES

The Board approved Tony Hua as Director, Intervention/Support Services as recommended by staff based on the salary schedule on the job description to start as soon as possible.

Motion: Linares Second: Diaz Vote: Unanimous

7. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

None at this time.

Vice-President Diaz made the motion to recess to Closed Session, seconded by Member Corrales. The vote was unanimous.

8. GOVERNING BOARD – RECESSED to CLOSED SESSION at 6:56 p.m. in accordance with section 54954.5 regarding:

8.1 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

8.2 GOVERNMENT CODE SECTION 54957

PUBLIC EMPLOYMENT

Title: Superintendent Search

RECONVENED into OPEN SESSION at 8:44 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

8.2 GOVERNMENT CODE SECTION 54957 -PUBLIC EMPLOYMENT- Title: Superintendent Search-

The Board received information on the Superintendent Search and there was nothing to report.

Member Barajas made the motion to adjourn the meeting, seconded by Clerk Linares. The vote was unanimous.

9. ADJOURNMENT Time: 8:45 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D. Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

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

AGENDA ITEM: ANNUAL PUBLIC HEARING REGARDING INSUFFICIENCY OF
INSTRUCTIONAL MATERIALS AND WILLIAMS LEGISLATION

BACKGROUND INFORMATION:

Assembly Bill 831, Chapter 118, Statutes of 2005, took effect July 25, 2005. AB831 modified the annual public hearing requirement in Education Code Section 60119 and modified the expenditure requirements related to Williams Settlement instructional materials funds.

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives state instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). At the public hearing, the Governing Board must make a determination as to whether each pupil in each school has insufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in mathematics, science, history-social science and reading/language arts.

RECOMMENDATION:

Hold annual public hearing on Insufficiency of Instructional Materials and Williams Settlement instructional materials funds for the 2015 - 2016 fiscal year.

Renewal New Amendment Ratify Other

Business Services Reviewed: _____

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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



San Ysidro School District

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

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

Julio Fonseca, Ed.D.
Superintendent

Please Post

NOTICE OF PUBLIC HEARING

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

DATE: October 22, 2015

TIME: 5:30 p.m.

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



San Ysidro School District

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

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

Julio Fonseca, Ed.D.
Superintendent

Favor de publicar

AVISO DE AUDIENCIA PÚBLICA

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

FECHA: Octubre 22 del 2015

HORA: 5:30 p.m.

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 15/16-0003 DETERMINING INSUFFICIENCY OF
INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2015-2016

BACKGROUND INFORMATION:

Under EC Section 60119, the Governing Board of every Local Education Agency (LEA) that receives State instructional materials funds must hold an annual public hearing before the end of the eighth week from the first day pupils attend school for that year (EC Sections 60420-24). At the public hearing, the Governing Board must make a determination as to whether each pupil in each school has sufficient textbooks or instructional materials or both that are consistent with the content and cycles of the curriculum framework adopted by the State Board of Education in mathematics, science, history-social science and reading/language arts. Upon the determination of insufficiency, the Resolution of Determining Insufficiency of Instructional Materials must be adopted by the Governing Board and signed by the Clerk of the Governing Board.

RECOMMENDATION:

Approve/Adopt Resolution No. 15/16-0003 determining insufficiency of instructional materials for fiscal year 2015-2016.

Renewal New Amendment Ratify Other

Business Services Reviewed: *Task*

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



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

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 15/16-0003**

**Resolution Determining Insufficiency of Instructional Materials
for 2015 - 2016**

On motion of Member, _____
 Seconded by Member, _____

The following resolution is adopted:

WHEREAS, the Governing Board of San Ysidro School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on October 22, 2015, at 5:30 p.m. and which did not take place during or immediately following school hours, and;

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

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

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

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed that insufficient textbooks or instructional materials were provided to pupils in the following subjects and grade levels at District schools:

School	Materials Insufficient	% deficient
La Mirada	Sufficient	0
Vista Del Mar	Sufficient	0
Smythe	Sufficient	0
Sunset	Sufficient	0
OVH	Social Studies	2%
	Math	2%
	Language Arts	2%
	Science	2%
Willow	Science McMillan/McGraw-Hill California Science 2008	1%
	History McMillan/McGraw-Hill California Vistas -- Making a New Nation 2008	1%
	Spanish HM Lectura California Medallion Edition 2010	1%
	Spanish History McMillan/McGraw-Hill California Vistas -- Una Nueva Nacion 2008	1%
	LA HM Reading California Medallion Edition 2010	1%
	Cengage Learning --More Grammar Practice --2001 for Sixth grade	1%
SYMS	Holt Literature and Language Arts.	4%
	Holt Handbook First Course	8.7%

WHEREAS, the insufficient textbooks or instructional materials listed above were not provided at each school due to the following reasons:

Enrollment higher than anticipated at some grade levels as well as some textbooks needed to be taken out of circulation and replaced due to "wear and tear".

THEREFORE, IT IS RESOLVED, that for the 2015-2016 school year, the San Ysidro School District has not provided each pupil with sufficient text books and instructional materials consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient textbooks or instructional materials in all subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made.

- San Ysidro School District contacted a textbook vendor, Follett who determined that they have the materials needed.
- San Ysidro School District placed an order using general funds to purchase the necessary materials.

PASSED AND ADOPTED by the Governing Board on October 22, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

I, Rodolfo Linares, clerk of the Governing Board, do hereby certify that the foregoing is a full and correct copy of Resolution No. 15/16-0003 duly passed and adopted by the Governing Board of the San Ysidro School District at a regularly called and conducted meeting held on said October 22, 2015.

Rodolfo Linares
Clerk to the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY SERIES 3000 AND
ADMINISTRATIVE REGULATIONS SERIES 3000
BUSINESS AND NONINSTRUCTIONAL OPERATIONS

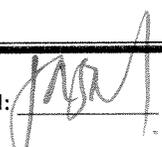
BACKGROUND INFORMATION:

The District has reviewed the series of adopted Board Policies in section 3000 and has determined that it is necessary to update/revise them in order to meet the needs of the District and to be in compliance with changing laws.

RECOMMENDATION:

Approve the first reading of revised Board Policy Series 3000 and Administrative Regulation Series 3000 any any exhibits that may be included.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY SERIES 7000 AND
ADMINISTRATIVE REGULATIONS SERIES 7000
BUSINESS AND NONINSTRUCTIONAL OPERATIONS

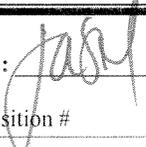
BACKGROUND INFORMATION:

The District has reviewed the series of adopted Board Policies in section 7000 and has determined that it is necessary to update/revise them in order to meet the needs of the District and to be in compliance with changing laws.

RECOMMENDATION:

Approve the first reading of revised Board Policy Series 7000 and Administrative Regulation Series 7000 any any exhibits that may be included.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operations Officer

AGENDA ITEM: APPROVAL OF REVISED CIVIC CENTER USE FEES 1330-E(a)
SCHEDULE 1

BACKGROUND INFORMATION:

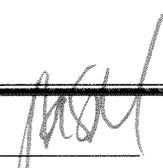
On September 24, 2015, the Governing Board approved the Civic Center Use Fees 1330-E(a) Schedule I. Fees will be charged in order to recover for direct costs such as utility, maintenance, personnel and other direct costs for use of school facilities or grounds. After careful review, it was determined that some of the fees listed on Schedule I did not apply to our district and personnel costs were incorrectly reflected.

Administration would like to submit revisions to the attached Civic Center Use Fees 1330-E(a) Schedule I reflecting the necessary adjustments.

RECOMMENDATION:

Approve the revised Community Relations Civic Center Use Fees 1330E(a) Schedule I.

Renewal New Amendment Ratify Other (Revised)

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

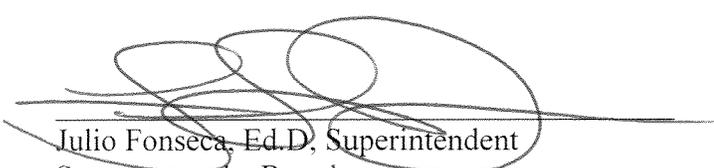
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

USE OF FACILITIES
 FEES SCHEDULE

Amount Paid: _____

Date Paid: _____

QUOTE # _____

Organization: _____
 Billing Address: _____
 City, State, Zipcode: _____
 Contact Information: _____
 Date(s)/Time of Service: _____
 Location /Services needed: _____
 Service Description: _____



	USE FEE	# OF HOURS		TOTALS
		TIME OVER 3 HOURS	PERSONNEL & OTHER	
A. Regular Classroom/Custodian on Duty \$30 per use plus \$16 per hour over 3 hours	_____	+ _____		= \$ _____ -
B. Multi-purpose Rooms - Elementary/Middle <u>Weekdays</u> \$40 per use plus \$16 per hour over 3 hours	_____	+ _____		= \$ _____ - *
<u>Weekends</u> \$60 per use plus \$24 per hour over 3 hours	_____	+ _____		= \$ _____ -
C. Sound System @ \$24 per hour			_____	= \$ _____ -
D. Playfields @ \$140 per use	_____			= \$ _____ -
E. Parking Lots @ \$20 per hour	_____			= \$ _____ -
F. PERSONNEL COSTS: (2 hours minimum)				
<u>Weekdays (not including nonwork days):</u> Personnel Costs @ \$24 per hour (Subject to overtime @ \$36)			<u>Regular Time</u> _____ + <u>Overtime</u> _____	= \$ _____ -
<u>Nonwork Days & After work hours:</u> Personnel Costs @ \$36 per hour (2 hours minimum)			_____	= \$ _____ -
				* Waived per Board Policy & AR 1330 =
				TOTAL COST = \$ _____ -

SET-UP DIAGRAM REQUIRED - IF ANY CHANGES AFTER SETUP AN ADDITIONAL FEE MAY APPLY.

Please make check payable to: SAN YSIDRO SCHOOL DISTRICT Mail to: San Ysidro School District Business Services 4350 Otay Mesa Road San Ysidro, CA 92173	Organization's Authorized Representative's acceptance of quote: Print Name: _____ Signature: _____ Date: _____
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Items being requested for event:

Chairs Microphones Other: Trash cans
 Tables Sound Equipment Restrooms:

NOTES: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: RESOLUTION NO. 15/16-0004 TO SUPPORT RED RIBBON WEEK,
OCTOBER 23 – 31, 2015: “RESPECT YOURSELF, BE DRUG FREE”

BACKGROUND INFORMATION:

History: The Red Ribbon Celebration began when drug traffickers in Mexico murdered DEA Agent Enrique Camarena in 1985. Red Ribbons are worn during Red Ribbon Week each year to demonstrate commitment to a healthy, drug-free lifestyle.

Purpose: The purpose of the Red Ribbon Celebration is to present a unified and visible commitment toward the creation of a Drug-Free America, and develop an attitude of “zero” tolerance to the use of illegal substances. The Red Ribbon Celebration is designed to:

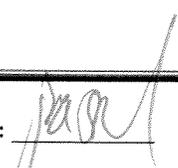
- Create awareness about the problems related to the use of tobacco, alcohol, and other drugs;
- Build and support community prevention coalitions; and
- Organize and support healthy, drug-free youth activities and programs.

Red Ribbon Week in California will be the week of October 23-31, 2015. The theme for this year is “Respect yourself, Be Drug Free”. All schools will be provided red ribbons for their staff and students to wear during “Red Ribbon Week” signifying their commitment to a drug-free school and community. As part of our celebration, the San Ysidro School District will collaborate with Circulate San Diego for the Red Ribbon Walk to School Celebrations.

RECOMMENDATION:

Approve Resolution No. 15/16-0004 to support the activities during Red Ribbon week, October 23-31, 2015, with expenditures not to exceed \$650.00 for ribbons.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$650.00

(Amount)

General Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent’s Office Certification:


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

SAN YSIDRO SCHOOL DISTRICT
Governing Board

RED RIBBON WEEK

Resolution No. 15/16-0004

WHEREAS, alcohol and other drug abuse continues to result in serious health, social and economic consequences in the United States; and,

WHEREAS, it is imperative that communities continue to create coalitions to launch unified and visible community-based alcohol, tobacco, and other drug abuse prevention and education strategies; and,

WHEREAS, the collaborative efforts of communities, governments, businesses, law enforcement, schools, religious institutions, and service organizations form the basis of community empowerment and mobilization; and,

WHEREAS, it is these effective partnerships which enable all community members to declare themselves as "drug-free and proud"; and,

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," October 23-31, 2015; and

WHEREAS, businesses, governments, law enforcement, schools, religious institutions, service organizations, youth, medical personnel, senior citizens, military, sports teams, and individuals will demonstrate their commitment to alcohol, tobacco and other drug problem-free communities by wearing and displaying red ribbons during this week-long campaign; and

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of the San Ysidro School District does hereby support October 23-31, 2015, as RED RIBBON WEEK, and encourages all citizens and the schools of the district to participate in alcohol, tobacco, and other drug prevention and education programs and activities, making a visible statement and commitment to the development and maintenance of healthy, problem-free communities.

PASSED AND ADOPTED this 22nd day of October, 2015 at a regular meeting of the Governing Board of the San Ysidro School District.

Antonio Martinez, President

Marcos A. Diaz, Vice-President

Rodolfo Linares, Clerk

Luciana Corrales, Member

Steven Kinney, Member

Julio Fonseca, Ed.D., Superintendent

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: PARTICIPATION IN THE COMPACT FOR SUCCESS EXCURSION BY
7TH GRADE STUDENTS TO SAN DIEGO STATE UNIVERSITY

BACKGROUND INFORMATION:

The Compact for Success Program is now in the 16th year of operation. Through the Compact For Success Program, students who complete the A-G college entrance requirements with a "B" average or better, are offered enrollment to San Diego State University. Through a collaborative arrangement with the San Diego State University, 7th grade students from Ocean View Hills, Willow and San Ysidro Middle Schools will attend and participate in the Compact for Success Campus Visit at San Diego State University on Saturday, October 24, 2015.

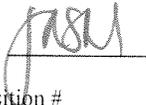
Up to 150 students will be allowed to bring 1 parent or guardian – 18 years of age or older. This is a very engaging and instructive event for our youngsters and their family members. Students and parents will participate in a general session with guest speakers, attend seminar groups and tour the campus. Students will be asked to make their "I Pledge To Go to College".

Cost implications include transportation fees \$1,300, lunch costs will be offset/supplemented at \$1,240, and three teacher/chaperones will be provided with compensation at approximately \$750.

RECOMMENDATION:

Approve the participation of Ocean View Hills, Willow and San Ysidro Middle Schools to the Compact for Success Campus visit at San Diego State University on Saturday, October 24, 2015 at a cost not to exceed \$3,290.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$3,290.00

(Amount)

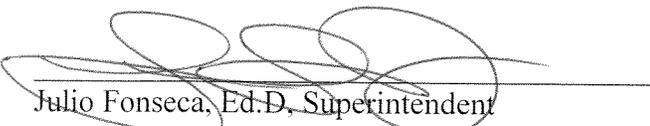
Title I Funds

(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

11A.1

1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: La Mirada School
Lourdes Quezada, Principal

AGENDA ITEM: FIELD TRIP TO PUMPKIN PATCH

BACKGROUND INFORMATION:

5th grade students from La Mirada will participate in a field trip to a pumpkin patch in Chula Vista on October 26, 2015 from 9:00 am – 1:00 pm. Students in Ms. Sarabia, Ms. Cronin and Ms. Ednalino's classes will be participating.

This field trip will provide background for our social studies unit "The New England Colonies" and exposure to some American traditions. Students will be able to participate in activities such as pumpkin carving, painting and writing about some American traditions.

RECOMMENDATION:

Approve the field trip to the Pumpkin Patch for 5th grade students from La Mirada School. Field trip will be on October 26, 2015 at a cost not to exceed \$720 from fundraising.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

11A.3
1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: FIELD TRIPS TO USS MIDWAY

BACKGROUND INFORMATION:

In the interest of engaging students in Science, Technology, Engineering and Mathematics, we would like to offer our students a fieldtrip to the USS Midway. The STEM activity on the USS Midway will provide an enrichment experience to our students. Students will participate in a hands-on activity in the USS Midway's STEM Lab. Students will discover what it takes to power a massive aircraft carrier. They will explore how electricity and magnetism is vital to the operation of this carrier. Using hand held generators, students will spark an interest in creating their own electricity. Students will explore a generator room as they discover the connections between electricity and magnetism. On board workshops for students are designed to teach Physical Science standards.

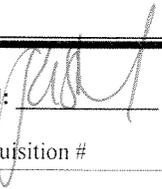
We are requesting funding support for transportation only. Teachers have applied for student scholarships through the Midway Scholarship Fund and have been awarded. The field trips are scheduled for the following classes:

- Tuesday, October 20th - Neal Holter and Maria Dias.
- Tuesday, October 23rd - Melissa Estrada, Mary Padilla and Veronica Schmitz
- Tuesday, November 10th - Vikki Castorena, Helen Godoy and Carol Wallace
- Thursday, November 12th - Guillermo Arcadia and Eric Chainsongkram

RECOMMENDATION:

Approve/Ratify the fieldtrips to the USS Midway for 10 classes from Ocean View Hills School at an approximate cost of \$2,080 for transportation services.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$520.00

(Amount)

Title I, Supplemental &
Concentration Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

11A.4

1 of 1

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: LEGISLATIVE UPDATE 2015-16 WORKSHOP

BACKGROUND INFORMATION:

Each year, new legislation impacts the daily operations and systems in our public schools. As the majority of these laws go into effect in the middle of the school year, district, charter and school site leaders are faced with many challenges in keeping track and complying with these laws. The primary focus of this legislative update will be on new laws affecting the areas supported by student services / child welfare and attendance staff for 2015-2016.

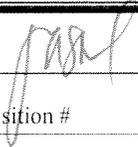
Topics include school enrollment and residency, homeless/foster children and youth, high school graduation, and school safety. Attendees will also be provided with guidance on which laws will require notification to parents/guardians and revisions of board policies and procedures, as well as, suggested strategies and resources to assist with implementation and compliance.

Cost implications include: Registration fee is \$65 per person.

RECOMMENDATION:

Approve the attendance of Tony Hua and Elizabeth Originales to the Legislative Update 2015-16 workshop at the San Diego County Office of Education on November 16, 2015 at a cost not to exceed \$130.00 from supplemental and concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$130.00
(Amount)

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

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

11A.6

1 of 6

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Kelli Hay, Coordinator of State & Federal Programs

AGENDA ITEM: ANNUAL MINI-CONFERENCE (MINI-CABE)

BACKGROUND INFORMATION:

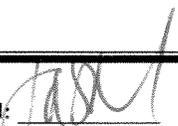
The academic success of English Learners is a priority of our District. On Saturday, November 7th, there is an opportunity to attend a mini-conference sponsored by the California Association for Bilingual Education (CABE) San Diego South County Chapter 65- Region IV. The focus of this mini-conference is "Unite, Inspire, and Lead Through LCAP & LCFF." This series of planned workshops offers the opportunity for parents, teachers, and staff to expand their knowledge in the following areas.

- LCAP for Parents
- Best Practices for Schoolwide ELD and Newcomers
- Scaffolding for ELL's
- College is possible - AVID
- Smarter Balanced Testing
- CCSS Math for Parents
- Comprehensive ELD Strategies
- Recommended Use of LCFF Funds

RECOMMENDATION:

Approve the attendance of 7 DELAC parents (one per site), district EL/DL/Newcomer teachers (TBD) and district staff to the Annual Mini-Conference at a not to exceed the amount of \$3,000.00

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$3,000
(Amount)

Title III
(Name of funding source and/or location)

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: EDUPOINT NATIONAL USERS CONFERENCE

BACKGROUND INFORMATION:

Edupoint's 2015 National Users Conference will take place November 5-6 at the Disneyland Hotel in Anaheim, CA. The Users Conference offers the opportunity to connect with the products, trends and people at the forefront of the K-12 student information and special education data management industry. Conference workshops include topics such as:

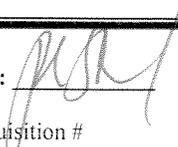
- Over 80 breakout sessions - with sessions for all levels of Synergy experience
- 30+ conference sessions
- A new track designed for Curriculum & Instruction staff, focused on standards-based grading, LMS, and assessment
- A dedicated track of customer-led presentations focused on the end-users experiences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

Registration fee is \$450 x 16 + Lodging \$1,200 + Parking \$200 + Mileage \$550 and Meals \$640

RECOMMENDATION:

Approve the attendance of Melissa Brown, Kelli Hay, Sergio Campos, Jose Luis Mejia, Rey Bautista, Veronica Medina, Elizabeth Originales, Rocio Alvarado, Laura Caballero, Pat Caro, Child & Welfare Attendance Technician (TBA) and a staff member from each school (TBD) to the Edupoint National Users Conference in Anaheim on November 5 & 6, 2015 at a cost not to exceed \$10,000 from Title II funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$10,000.00

(Amount)

Title II Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

11A.8

3 of 6

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: CALIFORNIA MATHEMATICS CONFERENCE

BACKGROUND INFORMATION:

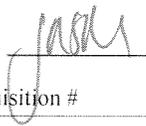
The 56th Annual CMC-South Mathematics Conference will be held in Palm Springs on November 6 & 7, 2015. Teachers will be able to choose from more than 280 sessions offered by top mathematics educators from California and the United States. Learn the latest about upcoming standardized assessments and how to implement the new California Common Core State Standards for Mathematics in the classroom. Orchestrate the Common Core Mathematics classroom for the benefit of all students, including English language learners, under-represented students and students with special needs. Attend sessions geared toward STEM learning, College and Career Readiness, and technology. Learn innovative teaching strategies from the best mathematics leaders. Implement the Eight Standards for Mathematical Practice in the classroom.

Cost implications include: Registratation fee is \$225 per person + Lodging + Parking + Mileage and Meals

RECOMMENDATION:

Approve the attendance of math teachers from our district (TBD) to the California Mathematics Conference in Palm Springs on Novmber 6 & 7, 2015 at a cost not to exceed \$20,000.00 from Title I and Supplemental and Concentration funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

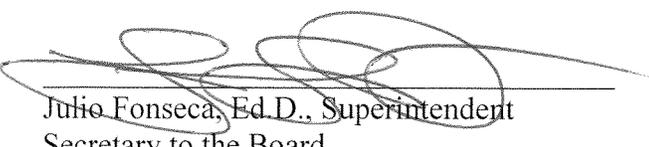
\$20,000.00
(Amount)

Title I and
Supplemental & Concentratoin 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

11A.9
4 of 6

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Dr. Julio Fonseca
Superintendent

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

AGENDA ITEM: CALIFORNIA SUMMIT

BACKGROUND INFORMATION:

California's commitment to elevate all students to become proficient readers and lifelong learners has been a model nationwide. Building on your success with *READ 180* and *English 3D* gives us an opportunity and a challenge to support the state's mission to "provide a world-class education for all students." Turning lives around still fuels the innovation behind everything we do. Houghton Mifflin Harcourt™ is inviting a district representative to attend the California Summit on November 12-13, 2015 in Pasadena, California at an estimated cost of \$400 to the district. Acceptance of this invitation does not obligate the attendee or the attendee's district to purchase HMH materials and/or services.

RECOMMENDATION:

Approve the attendance of Mr. Tony Hua to the Houghton Mifflin California Summit on November 12 and 13, 2015 in Pasadena, CA at an estimated cost of \$400 to the district.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$400.00

(Amount)

Title III

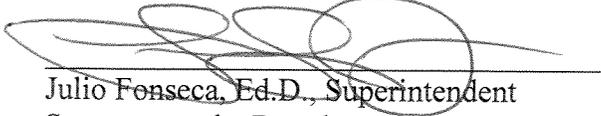
(Name of funding source and/or location)

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(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

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

AGENDA ITEM: INCLUSION COLLABORATIVE STATE VIRTUAL CONFERENCE
OCEANS OF OPPORTUNITIES: BUILDING, TRANSFORMING &
SUSTAINING INCLUSIVE PRACTICES

BACKGROUND INFORMATION:

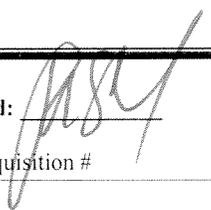
This training is an interactive and reflective educational opportunity for those involved in the care and education of children from birth to 6th grade (with and without disabilities). Participants will learn to create or enhance inclusive practices in programs. In addition, they will develop relationships that cross agencies to support inclusive practices; learn about research findings, models and evidence based practices to guide inclusive practices, policies and professional development; meet and learn from peers to problem solve to create inclusive programs for birth to 3rd grade; and create a community of practice to support inclusion around the State.

The cost implication for this event is \$10.00 per participant (x4) = \$40.00

RECOMMENDATION:

Approve the attendance of Juan G. Murillo, Josefina Villegas, Lilly Esparza and Irma Yolanda Beltran to the Inclusion Collaborative State Virtual Conference Oceans of Opportunities training on October 29-30, 2015 at the San Diego County Office of Education at a cost not to exceed \$40.00 from Special Education funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

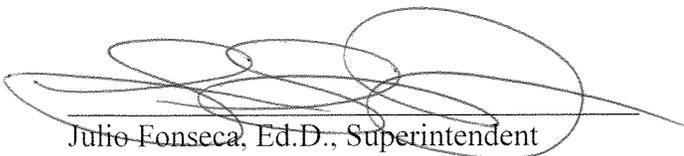
\$40.00
(Amount)

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

06-00-6500-000-5770-1110-5200-003-054
(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services
Arturo Sanchez Macias, Chief Operating Officer

AGENDA ITEM: ACCEPTANCE OF DONATIONS

BACKGROUND INFORMATION:

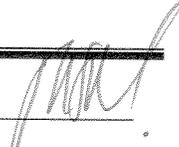
The San Ysidro School District appreciates the support of individuals and organizations that contribute to the enhancement of the District's educational programs. These gifts/donations are in keeping with the criteria of Board Policy 3290.

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

RECOMMENDATION:

Accept donations value at \$938.00 to help support and enrich our educational programs.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

\$938.00

(Amount)

Donations Account

(Name of funding source and/or location)

School Site Account (varies)

(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: October 22, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Educational Services
Kelli Hay, Coordinator, Federal & State Programs

AGENDA ITEM: CAYEN SYSTEMS LLC, SOFTWARE LICENSE AGREEMENT

BACKGROUND INFORMATION:

Cayen Systems, LLC, is a provider of online program management software for educators and non-profit organizations. They have over seventeen (17) years of experience in education and nonprofit sectors, and twelve (12) years of SES data management experience. Their software streamlines program administration, increases reporting accuracy, timeliness and improves communication between stakeholders. It integrates the entire SES process between districts and SES providers and is designed to support the reporting requirements of the U.S. Department of Education (USDE).

The District would like to retain the services of Cayen Systems, LLC for the Cayen SES Software License and hosting services. The estimated cost implications for the first year are \$16,910 and after a maintenance/support and hosting services are required to continue with the services at an estimated cost of \$4,133 for year two and beyond.

RECOMMENDATION:

Approve the agreement with Cayen Systems, LLC at an estimated total cost of \$16,910 for year one and \$4,133 year two and beyond to be paid from Title I funds.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes No

Yes No

Estimated Year 1

\$16,910.00

(Amount)

Title I, Part A

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


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

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 23rd day of October, 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Cayen Systems, LLC ("Cayen")
Company/Consultant

(414) 257-9400 Ext. 129
Telephone Number

7100 W. Center Street, Milwaukee, Wisconsin 53210
Address

smccartney@cayen.net
Email

hereinafter referred to as "Consultant."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

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

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

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

1.2 TERM

Initial Term:

From: October 23, 2015

To: October 22, 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 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.

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

5.5 SAFETY

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

5.6 PROJECT STAFFING

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

5.7 INDEMNIFICATION

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

5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement _____.

5.13 DRUG/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:	
Name:	Karen Thomas c/o Cayen Systems
Title:	Account Manager
Address:	7100 W. Center Street
City/State/Zip code:	Milwaukee, WI 53210
Telephone:	(414) 257-9400
Email:	kthomas@cayen.net

DISTRICT: San Ysidro School District
Jose Arturo Sanchez Macias
Chief Operating Officer
4350 Otay Mesa Road
San Ysidro, CA 92173
arturo.macias@sbsd.k12.ca.us

Phone Number (619) 428-4476

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SCHOOL SAFETY CERTIFICATION FORM

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

(Complete only if pertinent)

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

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

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

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

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

Name

Last 4-digits of SSN or CDL Number

_____	_____
_____	_____
_____	_____
_____	_____

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

Consultant _____

Name/title of authorized representative _____

Signature _____ Date _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

Statement of Work

Please see attached Cayen Systems LLC

Software License Agreement – Cayen SES Software

Exhibit A – Pages 1 – 10

SOFTWARE LICENSE AGREEMENT

Cayen SES Software

THIS SOFTWARE LICENSE AGREEMENT (Agreement) is made by and between Cayen Systems, LLC ("CAYEN"), 7100 W. Center Street, Milwaukee, Wisconsin 53210, and San Ysidro Elementary School District, 4350 Otay Mesa Road, San Ysidro, California, 92173 ("CUSTOMER").

WHEREAS, Milwaukee Board of School Directors ("MBSD") is the owner of a software program known as *Cayen SES* which is useful for managing Supplemental Educational Services (SES) or other Tutoring Programs;

WHEREAS, MBSD has granted an exclusive license to CAYEN with rights to sublicense *CAYEN SES* to other states/school districts; and

WHEREAS, CUSTOMER desires to acquire a nontransferable and non-exclusive License to use *CAYEN SES* in CUSTOMER'S program.

THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. DEFINITION OF *CAYEN SES*.

- 1.1 *CAYEN SES* is a software system database built with Active Server Pages and Microsoft SQL Server technology. It is used to manage and evaluate student attendance at tutoring programs, including the development and district approval of tutoring plans and invoice management.

2. GRANT OF LICENSE.

- 2.1. In consideration of the price set forth in Paragraph 4 below, CAYEN grants to CUSTOMER a non-transferable, non-exclusive and perpetual License to use *CAYEN SES* solely for the purpose of management of the CUSTOMER'S SES or Tutoring programs.
- 2.2. CUSTOMER acquires only the right to use *CAYEN SES* and does not acquire any rights of ownership of the underlying intellectual property (including, without limitation, patent, trademark, copyright and trade secrets). CUSTOMER owns its copies of any documents or materials/disks related to *CAYEN SES*. CUSTOMER may not rent, lease, loan, sell, license, give away, transfer, distribute or create derivative works based upon, in whole or in part, *CAYEN SES* or any documents or material related to *CAYEN SES*.
- 2.3. The License granted under this Software License Agreement is limited for use only for management of the CUSTOMER'S SES or Tutoring programs.

3. *CAYEN SES* SOFTWARE LICENSES COVERED BY THIS LICENSE.

- 3.1 The License granted under this Software License Agreement entitles CUSTOMER to one (1) system license and three (3) school site licenses.
- 3.2 The *CAYEN SES* License contains the following:
 - One (1) day on-site training by one (1) trainer. Part of the time on-site is spent with district administrators and part with tutoring providers.
 - A travel expense fee will be charged to CUSTOMER immediately upon the completion of training.
 - Unlimited logins and passwords for third parties designated by CUSTOMER (CUSTOMER DESIGNEES), including but not limited to evaluators and tutoring providers serving students of CUSTOMER.
 - Up to ten (10) hours of phone/email support and/or data services for CUSTOMER'S staff per year. Also included is unlimited support requests made through the *CAYEN SES* Help section. An email response from a Cayen Support Team member will be sent to you no later than 24 hours after receipt provided the original submission was not on a Friday or a day before an observed holiday. Please note that if the issue is not determined to be a warranty issue (i.e. a bug), and phone support is required to best address the issue, hours will be deducted from available hours. Data services may be used for student record data importation, including eligible students' data, test score data, assessment and/or other data, or custom data queries.
 - Up to two (2) hours of phone support per provider as well unlimited support requests made through the *CAYEN SES* Help section. Phone support for providers will cease after the initial two hours are used unless additional hours are purchased. As support hours are used, they are recorded in the CAYEN helpdesk software system and are available for review by CUSTOMER or provider. Additional hours can be purchased by contacting the CAYEN Accounting Department.
 - On-line help screens and electronic user's guide.

- 3.3 Items NOT included in License, but required for CUSTOMER to provide in order to implement *CAYEN SES*:
- License fees for additional school sites as they are added to CUSTOMER’S SES/Tutoring program.
 - Additional training days commensurate with the training demands and size of the CUSTOMER’S organization
 - Travel and related expenses for Cayen Systems staff member(s) to visit CUSTOMER for training and/or implementation visits. All travel arrangements will be made by CAYEN unless arranged otherwise. CAYEN will invoice CUSTOMER for all travel expenses related to scheduled trainings days.
 - Any rental or other such fees for computer lab(s) for training
 - Hosting of CAYEN SES database per paragraph 11 below
 - Data from CUSTOMER (where not available, data can be input into *CAYEN SES* manually by CUSTOMER:
 - “Student Master” database table with student IDs and demographic data for all students that may ever participate in the SES/Tutoring program
 - “Tests Master” database table with correct Student IDs, school year, test names and scores, as well as Objective Performance Indicators if available
 - State or district standards
 - Supporting tables/data (i.e. schools list, ethnicity list, special education codes, etc.)
 - Other Components:
 - Computer hardware, software and related equipment required/recommended for *CAYEN SES* operation. See **Appendix A.**
- Other requirements from CUSTOMER:
- Local technical resources/personnel for assistance with support software connectivity if required
 - Tax exempt identification number

4. PRICE.

4.1 Price for *CAYEN SES License and additional services*

For the purchase of one (1) *CAYEN SES* system license at \$4,000 and three (3) school site licenses at \$1,250 each, the total cost for system and licenses is \$7,750.00. With additional services of the development of the an automated data transfer between CUSTOMER’S student management system and Cayen SES for \$5,000, the total price for Cayen SES license and additional services is \$12,750.

The price includes the items in paragraph 3.2. It does not include the items in paragraphs 3.3 or 4.3.

4.2 Payment and delivery terms

Upon the approval of CUSTOMER, CUSTOMER will provide a valid Purchase Order for the full amount of approved quote. Upon receipt of valid Purchase Order or Payment, the *CAYEN SES* implementation process will begin. CAYEN will provide CUSTOMER an invoice immediately after initial set up call and verification by CUSTOMER that their site has been set up on CAYEN or CUSTOMER servers. Full payment is due within 30 days.

4.3 Customization Costs

The prices listed in 4.1 above do not include customization or modifications to system functionality. CUSTOMER may request customization of *CAYEN SES* by CAYEN for an agreed upon pre-determined cost. CUSTOMER shall provide valid Purchase Order or Payment for up to the agreed upon cost noting that if changes are requested, a revised quote will need to be approved by CUSTOMER. At the completion of customization services, CAYEN shall provide an invoice for actual hours worked which shall be paid upon receipt.

CUSTOMER acknowledges that if programmers other than CAYEN modify *CAYEN SES*, the warranty per Paragraph 5 is void. In addition, CUSTOMER acknowledges that *CAYEN SES* upgrades may not function if other programmers modify *CAYEN SES*.

- 4.4 Ownership of the underlying intellectual property (including, without limitation, patent, trademark, copyright or trade secrets) embodied in the customizations as designed and paid for by CUSTOMER in accordance with paragraph 4.3 and developed by Cayen shall be in CAYEN. CUSTOMER owns its copies of any documents or materials/disks related to *CAYEN SES* as customized for CUSTOMER. CUSTOMER may not rent, lease, loan, sell, license, give away, transfer, distribute or create derivative works based upon, in whole or in part, *CAYEN SES* or any documents or material related to *CAYEN SES* as customized for CUSTOMER.

4.5 CAYEN shall e-mail all invoices to CUSTOMER unless otherwise specified. CUSTOMER shall mail all payments to CAYEN at the address listed at the beginning of this Agreement.

5. WARRANTY.

CAYEN SES IS WARRANTED BY CAYEN TO WORK FOR PURPOSES INTENDED. IF ANY ERRORS ARE DISCOVERED, CAYEN AGREES TO CORRECT ANY CAYEN SES ERRORS FREE OF CHARGE DURING FIRST YEAR AND DURING SUBSEQUENT YEARS IN WHICH ANNUAL MAINTENANCE IS PAID IN FULL.

THIS WARRANTY IS VOID IF CUSTOMER MAKES ANY ALTERATIONS TO CAYEN SES. CAYEN WILL FIX ALTERED CAYEN SES COMPONENTS THROUGH STANDARD DESIGN AND/OR PROGRAMMING PER PARAGRAPH 4.3 ABOVE.

6. LIMITATION OF LIABILITY/DAMAGES.

A. CAYEN'S liability arising out of this Agreement, and the CUSTOMER'S sole and exclusive remedy for any damages arising out of the use of CAYEN SES by CUSTOMER or by CUSTOMER'S DESIGNEES, or arising out of the use of documents or materials, related to CAYEN SES shall be limited to the CUSTOMER'S direct damages, but in no event, shall exceed the amount of payments made by the CUSTOMER to CAYEN pursuant to this Agreement not including price paid under Paragraph 4.3 above for customization services. CUSTOMER further agrees that CAYEN shall not be liable for any damages incurred by CUSTOMER or any other person as a result of the CUSTOMER'S use or misuse of CAYEN SES, or documents or materials, related to CAYEN SES even if CAYEN had been advised of the possibility of such damages. CAYEN shall not be liable for any consequential, special or incidental damages, or for any other claim or demand by or against the CUSTOMER. The parties acknowledge that the foregoing limitation of liability shall control over any inconsistent provision of this Agreement. CAYEN will not be liable for delays or failures in performance due to causes beyond its control or for damages caused by the CUSTOMER'S failure to perform its responsibilities.

B. CUSTOMER agrees that it will incorporate into any agreement with a CUSTOMER DESIGNEE involving CAYEN SES a provision that the CUSTOMER DESIGNEE will hold CAYEN harmless for any damages arising out of the use of CAYEN SES by the CUSTOMER DESIGNEE.

7. INTELLECTUAL PROPERTY PROVISIONS.

CUSTOMER agrees that CAYEN SES, and all information in documents and materials, related to CAYEN SES, constitute proprietary information and intellectual property of MBSD. CUSTOMER acknowledges that CAYEN is the exclusive licensee of MBSD. CUSTOMER further agrees that CAYEN SES (a) shall be used only as required to exercise the license granted by this Agreement; and (b) shall be held in confidence and shall not be made available in any form to any person or entity outside of CUSTOMER without the express written consent of CAYEN. CAYEN agrees that CUSTOMER shall be permitted to disclose relevant aspects of CAYEN SES and documents and materials, related to CAYEN SES to its employees and its agents to the extent that such disclosure is directly related to the CUSTOMER'S use of CAYEN SES, provided that CUSTOMER shall take all reasonable steps to ensure that CAYEN SES, and documents and materials, including User's Manuals, related to CAYEN SES are not disclosed or duplicated in contravention of this Agreement. The provisions of this paragraph survive any termination of this Agreement. The parties understand that the provisions of this paragraph and the obligations contained herein are subject to the Wisconsin Public Records Law.

CUSTOMER agrees that it will not copy (or aid or permit others to copy) or in any way duplicate CAYEN SES or any documents or materials, related to CAYEN SES, in whole or in part, except as expressly authorized by this Agreement or with CAYEN'S written consent. CUSTOMER shall not reverse assemble or decompile CAYEN SES, in whole or in part, or otherwise attempt to create or generate any source code or source code version of any portion of CAYEN SES.

If any alleged infringement of United States patent or copyright is asserted against CUSTOMER based upon its use of CAYEN SES, or any documents or materials, related to CAYEN SES, CAYEN will fully indemnify CUSTOMER in the investigation of, preparation and defense against, and/or settlement of such claims. In such event, CUSTOMER shall provide CAYEN notice of such claims within ten (10) days of the assertion. CUSTOMER agrees to cooperate with CAYEN in any investigation, defense, or settlement of such claim. In the event an infringement is determined or, if required by settlement, CAYEN may substitute, for CAYEN SES or any documents or materials, related to CAYEN SES, substantially equivalent programs and documentation or materials. Alternatively, CUSTOMER may, in such event and at its sole option, terminate this Agreement upon written notice (in which case neither party shall have any further obligation to the other

regarding *CAYEN SES*, under this Agreement or otherwise, except remaining confidentiality obligations under this Paragraph 7).

8. BREACH OF AGREEMENT BY CUSTOMER.

In the event CUSTOMER fails to comply with any of the provisions of this Agreement, CAYEN, at its sole option, may inform CUSTOMER of the breach of Agreement and may terminate this Agreement upon written notice. Upon termination precipitated by breach of Agreement by CUSTOMER, CUSTOMER shall immediately discontinue all use of *CAYEN SES* and any documents or materials, related to *CAYEN SES*. CAYEN, if hosting CUSTOMER'S data per Paragraph 11, may terminate hosting if CUSTOMER does not discontinue use of *CAYEN SES* voluntarily.

9. TERM OF AGREEMENT.

CUSTOMER acknowledges that one year after the date of this agreement, all support by CAYEN and upgrades to CAYEN SES terminates unless CUSTOMER has paid an Annual Maintenance fee. If CAYEN hosts CUSTOMER'S CAYEN SES database and application per Paragraph 11, access will be discontinued if hosting fees for the following year are not paid. 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.

10. SEVERABILITY.

If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining provisions shall not be affected thereby.

11. DATABASE HOSTING.

CUSTOMER has two options as to how the *CAYEN SES* database is hosted. One option is for CUSTOMER to host the CAYEN SES application and database. The second option is for CAYEN to host the CAYEN SES database and application. The option selected by CUSTOMER is indicated by CUSTOMER'S initials and date under the appropriate following descriptions of the two options.

11.1 CUSTOMER HOSTS *CAYEN SES*

CUSTOMER agrees that it will host CAYEN SES on its own WWW server(s) connected to the Internet. CAYEN shall assume no responsibility for the reliability of the CUSTOMER server(s). CAYEN agrees to assist CUSTOMER install the CAYEN SES system and make CAYEN SES operational as a part of the initial training and set-up as described in Paragraph 3.2 of this Agreement for a one-time \$2,500 server support fee. CUSTOMER acknowledges that CAYEN requires Remote Desktop or Terminal Services access to CUSTOMER server(s) for upgrades and support issues.

CUSTOMER understands and agrees to the following:

- CUSTOMER shall pay a \$2,500 server support fee for CAYEN to assist CUSTOMER install and make operational the CAYEN SES system on the CUSTOMER server. Such CAYEN assistance will be performed in conjunction with CUSTOMER'S program staff.
- A Purchase Order for \$2,500 must be received by CAYEN in order for CAYEN to begin the software installation and operational assistance for CUSTOMER server(s).
- CAYEN may, upon request, temporarily host the CAYEN SES system on its secure servers at no cost to CUSTOMER for a period of not more than 60 days beginning the first date that CAYEN staff communicate initial logins and passwords to CUSTOMER staff granting them access to CAYEN SES (CUSTOMER ACCESS DATE).
- 25 days after CUSTOMER ACCESS DATE, an evaluation will be made by CAYEN as to the progress toward hosting by CUSTOMER
 - a. If CAYEN determines that CUSTOMER will be unable to successfully host the CAYEN SES system within first 60 days, an invoice will be sent to CUSTOMER for three months of web hosting services beginning on CUSTOMER ACCESS DATE.
 - b. This invoice must be paid in full by the 60th day of the CAYEN web hosting services. If not paid, hosting by CAYEN will be discontinued at the end of the 60 day hosting period until payment is received.

- Quarterly invoices will continue to be sent to CUSTOMER until CUSTOMER successfully hosts the *CAYEN SES* system on its servers. If after one year of using the *CAYEN SES* system, CUSTOMER is not successfully self-hosting, CAYEN will bill CUSTOMER hosting fees on an annual basis.
- CUSTOMER acknowledges that CAYEN has provided CUSTOMER'S IT department with the Technical Requirements for Hosting (**Appendix A**).
- CUSTOMER questions concerning the self-hosting should be referred to Cayen Systems IT Department at it@cayen.net or 414-257-9400 x104.

CUSTOMER'S initials here _____ and date here _____ indicate that CUSTOMER will host *CAYEN SES*.

11.2 CAYEN HOSTS *CAYEN SES*

CUSTOMER agrees to lease space capable of hosting the *CAYEN SES* database on CAYEN servers connected to the Internet. CUSTOMER understands and agrees to the following:

Network/Server/Security: Connectivity is delivered through a redundant connection to the Time Warner network. Security and reliability are assured by the location of a major Time Warner Internet hub at the hosting facility. To ensure uptime the connection is monitored 24 hours a day / 7 days a week by Time Warner and Cayen Systems. Servers are protected against power interruptions and power fluctuations by N+1 redundant uninterruptable power systems and N+1 redundant diesel generators. CAYEN does its best to provide full time 24-hour Internet presence for all its clients and has a record of 99.5% uptime. It is possible that interconnected networks used by Cayen and/or the hosting facility can go down and other types of long-term power interruptions may occur. These situations are outside of the control of CAYEN. CUSTOMER understands that these situations may occur and CUSTOMER will hold CAYEN free and harmless from any damages or inconveniences incurred in the event that interruptions occur.

The hosting facility is protected 24/7/365 by an automated intruder detection system. It is a low-profile building with a single entrance. Access to the facility is controlled through a combination of access cards, biometrics and security codes.

CAYEN shall not be liable for non-performance caused by circumstances beyond its control including, but not limited to war, fires, disruptions in the overall performance of the Internet network, civil disobedience, civil commotions, riots, rebellions, insurrections, acts of terrorism, work stoppages of CAYEN employees or employees of others, acts of God and similar occurrences. To the extent possible, CAYEN shall provide advance notice to CUSTOMER of any major planned maintenance or upgrades to its Systems that may affect the delivery of services for more than a ten-minute period.

Server data drives are fault-tolerant. Appropriate Licenses of required software including SQL 2005, Windows 2003 and 2008 Server, and ActivePDF Toolkit are installed on the servers. A backup server is present at our Milwaukee data center facility and in the event of server failure, can be ready for use in 30 minutes.

CAYEN SES operates using SSL (Secure Socket Layering – <https://>) technology to encrypt data as it passes through the Internet. All data is stored on servers that are protected by both hardware and software firewalls that utilize IP and port filtering.

While it is up to the CUSTOMER, CAYEN recommends that CUSTOMER change passwords to *CAYEN SES* on a bi-monthly basis. Logins that are not used in 45 days can be disabled until CUSTOMER re-enables them.

Confidentiality

CAYEN warrants that CUSTOMER'S data stored on the CAYEN servers will not be used, disclosed, or shared in any manner for any reason by CAYEN without the prior written consent of CUSTOMER. CAYEN shall not edit nor engage in ongoing review or surveillance of CUSTOMER'S data. CUSTOMER'S data shall be reviewed by CAYEN only at the request of CUSTOMER, and such review shall be limited to matters related to support, report generation, and the like as specified by CUSTOMER.

CAYEN shall never use CUSTOMER'S data for commercial purposes unrelated to serving CUSTOMER'S clients.

If CAYEN has a good-faith belief that a person whose personal information is included in CUSTOMER'S data is causing harm to, or may cause harm to, or is interfering with the rights or property of CAYEN or its customers, then CAYEN will request that CUSTOMER authorize CAYEN to release such personal information to competent legal authorities.

Backups: CUSTOMER data is backed up on a daily basis weekdays onto removable media that is stored securely to ensure data continuity in the event of server failure. Additionally, backup servers are in place at our Milwaukee data center that continually synchronize with the main servers. Should the main servers be inaccessible for an extended period of time (over 30 minutes), the backup server can be utilized.

Price: CUSTOMER agrees to pay \$2,160 for CAYEN to host CAYEN SES application and database through 09/30/2016.

Payment Terms: The first year of hosting is due with initial licenses invoice. After the first year, annual hosting costs will be invoiced for with annual maintenance and support. Payments are required within 30 days of invoice or hosting services may be discontinued.

Termination: CUSTOMER, upon 30-day advance written notification to CAYEN, can terminate hosting agreement with CAYEN. CAYEN agrees to fully cooperate in the transfer of the hosting to another hosting service, including that of CUSTOMER itself. If CUSTOMER decides to self-host, the server support fee of \$2,500, as well as all the other provisions of Paragraph 11.1 above, will apply. Likewise, CUSTOMER acknowledges that CAYEN will require FTP rights and VNC access to CUSTOMER server(s) for upgrades and support issues.

CUSTOMER'S initials here _____ and date here _____ indicate that CAYEN will host CAYEN SES for CUSTOMER.

12. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the County of San Diego, State of California.

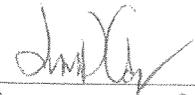
13. MISCELLANEOUS.

- 13.1 Notice under Paragraph 8 above shall be given by Certified Mail and addressed to the parties at address given above. All other notices or communications shall be given or sent to the parties at the addresses given above by first class mail, postage prepaid.
- 13.2 This Agreement, including any attachments hereto, constitutes the complete Agreement between the parties and supersedes all previous communications, representations, or agreements, with respect to the subject matter hereof.
- 13.3 CUSTOMER publications in which CAYEN SES is implicitly or explicitly mentioned shall contain the notice: "CAYEN SES is a proprietary software product licensed by MBSD and CAYEN."
- 13.4 No modification or amendment of this Agreement shall be binding on a party unless in writing and executed by the parties.
- 13.5 This Agreement shall be fully binding upon the parties including their respective departments, agencies, agents, officers and employees; and also upon their successors.

ACCEPTED BY
SAN YSIDRO ELEMENTARY SCHOOL DISTRICT
(CUSTOMER)

Signature: _____
Name: _____
Title: _____
Date: _____

ACCEPTED BY
CAYEN SYSTEMS, LLC
(CAYEN)

Signature: 
Name: Joseph D. Cayen
Title: Owner
Date: 10/7/15
EIN: 39-1934552

Appendix A

CAYEN SES Technical Requirements – User

PC	
Recommended	Minimum
• Intel Core or Athlon 64 X2 processor or later	• Intel Pentium III, AMD 1GHz processor or later
• Windows 7, 8, or 8.1	• Windows XP, or later
• 150 MB free hard drive space	• 150 MB free hard drive space
• 2GB RAM	• 1 GB RAM
• Monitor capable of 1024x768 resolution	• Monitor capable of 1024x768 resolution
• Web Browser: I.E. 10 or 11, Mozilla Firefox or Google Chrome (latest versions)	• Web Browser: Internet Explorer 10.0, Mozilla Firefox 15, or Google Chrome
• Microsoft Excel 2007 or later	• Microsoft Excel 2000 or later
• Adobe Acrobat Reader 10.0 or later	• Adobe Acrobat Reader 5.0 or later
• Broadband Internet connection	• Broadband Internet connection

Mac	
Recommended	Minimum
• OSX 10.4 or later	• OSX 10.4 or later
• Intel Core processor or later	• PowerPC G4 Processor or later
• 200 MB free hard drive space	• 200 MB free hard drive space
• 2GB RAM	• 1GB RAM
• Monitor capable of 1024x768 resolution	• Monitor capable of 1024x768 resolution
• Web Browser: Mozilla Firefox (latest version)	• Web Browser: Mozilla Firefox 15
• Microsoft Excel 2001 or later	• Microsoft Excel 2001 or later
• Adobe Acrobat Reader 5.0 or later	• Adobe Acrobat Reader 5.0 or later
• Broadband Internet connection	• Broadband Internet connection

It should be noted that our products will run on any system that meets the minimum requirements for the browser. However, due to interface improvements we have made, it may not be fully functional.

Lower-end systems may not be able to render graphics in time to display pages properly. There may be timeout errors and other faulty behavior on systems not meeting our Minimum System Requirements.

CAYEN SES Technical Requirements – Self-Hosted

Server Requirements

Minimum database server requirements include:

- IBM Compatible Computer
- Pentium 4 Class Processor (2.0 GHz or higher)
- 8.0 GB RAM
- RAID-1 (mirrored drives) or RAID-5 set – C: drive must be at least 120GB
- 10/100 Mb Ethernet Adaptor
- Backup Device/Method (CD-R/DVD-R/Tape)
- T-1 or faster Internet Connection
- Microsoft Windows Server 2003 or 2008 R2 w/ licensing
- Microsoft SQL Server 2005 or 2008 Standard Edition w/ licensing
- ActivePDF Standard ToolKit (for various reports and forms) *
- Adequate technical support
- SSL certificate *

* For additional security, a separate web server could be installed with a firewall placed between it and the database server. Items marked above with an * would be installed on the web server if this option is used. Minimum web server requirements include:

- IBM Compatible Computer
- Pentium 4 Class Processor (2.0 GHz or higher)
- 4.0 GB RAM
- 40 GB mirrored drives
- 10/100 Mb Ethernet Adaptor
- Microsoft Windows Server 2003 or 2008 R2 w/ licensing

Server(s) may be behind a firewall, router and/or on a DMZ. Cayen Systems requires the ongoing ability to remotely connect to the server(s) and database using Terminal Services or Remote Desktop. This is imperative for Cayen Systems to provide regular updates and technical support of the application. The server must be accessible over ports 80 and/or 443 (dependent on SSL being used for public sites or not). The server must also have the ability to send out email (SMTP) over port 25 to the users of the system. This requires the IP of the server to have a reverse DNS (PTR) record to a valid domain. If the IP address of the server does not have a reverse DNS record, the mail may be rejected. If the aforementioned configuration is not an option, SMTP on the APlus Server can be setup to use a smart host (local mail server) that has the ability to forward the email on behalf of the Cayen SES server.



Database Solutions for
Education Since 1998

Scope of Work

7100 W. Center Street, Milwaukee, WI 53210 Phone: 414-257-9400	Quote#: CA_San YsidroP Date: 10/7/2015
To: CA- San Ysidro Elementary Schools Attn: Kelli Hay	

QUANTITY	DESCRIPTION OF YEAR ONE COSTS	UNIT PRICE	AMOUNT
1	Cayen SES System License (one-time cost) <i>Explanation: This one-time fee grants your organization a perpetual license of Cayen SES software system.</i>	\$4,000 (Discounted from \$5,000)	\$4,000
3	Cayen SES Site License Fee (one-time cost) <i>Explanation: We require a Cayen SES site license for all schools in the district that are required to offer Cayen SES. This one-time fee will provide a perpetual license for those school sites.</i>	\$1,250 (Discounted from \$1,500)	\$3,750
1	Initial Set-Up <i>Explanation: Included in our license fees is time for initial communications with the client to get site set up to meet the tracking and reporting needs of your program. Up to 4 hours of time.</i>	Valued at \$340	Included
10	Hours of Phone/Data Support for Client <i>Explanation: Included in the package are limited phone/email support and data services hours. Also included is UNLIMITED support requests made through the Cayen SES Help section. An email response from a Cayen Support Team member will be sent to you no later than 24 hours after receipt provided the original submission was not on a Friday or a day before an observed holiday. Please note that if the issue is not determined to be a warranty issue (i.e. a bug), and phone support is required to best address the issue, phone time will be deducted from your available phone support hours.</i>	Valued At \$850	Included
2	Hours of Phone Support for each approved SES Provider working in the district. <i>Explanation: Included in the package is limited phone support for your SES providers. Also included is UNLIMITED support requests made through the SES Help section. An email response from a Cayen Support Team member will be sent no later than 24 hours after receipt provided the original submission was not on a Friday or a day before an observed holiday. Please note that if the issue is not determined to be a warranty issue (i.e. a bug), and phone support is required to best address the issue, phone time will be deducted from your available phone support hours. If additional phone support above the included amounts is needed, see the Options Section below for additional hour pricing options. Provider extra support is paid by the Provider, not the District.</i>	Valued At \$3,400* <i>*Based on 20 Providers</i>	Included
1	Day of on-site training for all staff <i>Explanation: Included in the initial package is one day of onsite training for all involved with the SES program. This training can best be facilitated in a centralized location in a USER-provided computer lab large enough for all users. Schedule of training to be mutually decided by Cayen & Client.</i>	Valued At \$950	Included
1	Training Travel Package <i>Explanation: Travel expense fee for (1) Trainer for (1) day of on-site training of staff (flight from Milwaukee to client location, local transportation, lodging, and meals). Even though the client receives a free initial training day, this cost covers related travel expenses.</i>	\$2,000	\$2,000

11B.2

1	Automated Data Transfer Options for SES / Tutoring <i>Explanation: In order to keep the most up-to-date student data in your Cayen SES / Tutoring system, we can build a process that imports data from your student management system (SMS/SIS) on regular intervals (i.e. nightly).</i>	\$5,000	\$5,000
1	Annual Hosting Fee for District's SES Program Data <i>Explanation: The data for the District's SES program must be stored on secure servers. On Cayen servers, your data is backed up each day to prevent any data loss. Hosting with Cayen Systems is optional. A \$2,500 setup and support fee will be charged if servers other than Cayen servers are selected.</i>	\$2,160	\$2,160
YEAR ONE TOTAL			\$16,910

QUANTITY	DESCRIPTION OF YEAR TWO AND BEYOND COSTS	UNIT PRICE	AMOUNT
1	Maintenance and Support Package for System and SES 8 schools <i>Maintenance/upgrades and support for Cayen SES is included in the Year One package. Continuing system support and maintenance/upgrades for Year 2 and beyond requires an ongoing yearly fee. Fee includes:</i> a) <i>Seventeen(17) hours of phone/email support and data services; unlimited support through Cayen AS201 Help Section (See Options section below for additional hour pricing options)</i> b) <i>Two (2) hours of phone support for each approved SES Tutoring Providers; unlimited support through Cayen SES Help. (Additional hours to be purchased by provider per Options Section.)</i>	\$1,473	\$1,473
1	Annual Hosting Fee for Cayen SES System <i>Explanation: Continued annual data hosting services</i>	\$2,160	\$2,160
1	Annual Maintenance and Monitoring Costs for Automated Data Transfer <i>Explanation: To keep the process running smoothly, maintenance and monitoring take place. The fee for that is \$500 for the Withdrawal Package plus hourly rates for any maintenance on a Custom Package.</i>	\$500	\$500
YEAR TWO & BEYOND TOTAL			\$4,133
As our costs increase over time, some of those costs may be passed along to our customers. This price for maintenance/support and hosting services may increase by no more than 3% a year			

