

**San Ysidro School District  
Governing Board  
ORGANIZATIONAL MEETING**

**AGENDA**

**No. 2**

Thursday

December 10, 2015

Closed Session: 4:30 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.

Sunset School  
3825 Sunset Lane  
San Ysidro



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** FIELDTRIP TO HOLIDAY BOWL AND TOY GIVEAWAY

**BACKGROUND INFORMATION:**

Athletes for Education (AFE) is a non-profit organization comprised of current and former professional athletes, entertainers, business and community leaders developed to help youth help themselves by providing support and mentorship. AFE encourages youth to reach life goals by developing self-confidence, self-esteem, teamwork, and discipline. Their events support and reward at-risk youth from disadvantaged areas, with the goal of establishing lasting life skills that act as an investment in our youth and community.

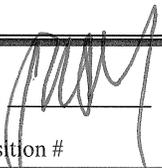
Willow students were invited to attend the Athletes For Education Holiday Bowl and Toy Giveaway on December 8, 2015 at Kearny Mesa Bowl. Students will be chaperoned by the Student and Family Services Manager and the only cost implication will be bus transportation to/from Willow School. In addition, students will be writing thank you letters before attending the fieldtrip to teach them gratitude and appreciation for AFE'S generosity.

**RECOMMENDATION:**

Approve/Ratify the fieldtrip and participation of Veronica Medina, Student and Family Services Manager and approximately fifty (50) students from Willow School to the the Holiday Bowl and Toy Giveaway on December 8, 2015 at a cost not to exceed \$600 from Title I.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

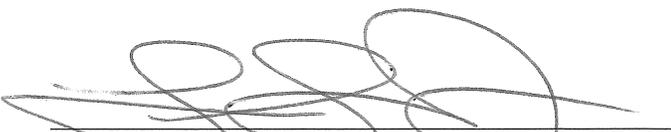
Yes     No

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

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** APPROVE THE PURCHASE OF ADDITIONAL HANDS ON LEARNING MATERIALS AND MANIPULATIVES AS MATH SUPPLEMENTAL CURRICULUM FOR TK-8<sup>th</sup> GRADE

**BACKGROUND INFORMATION:**

For more than 40 years, ETA hand2mind has been at the forefront of hands-on learning. Their development team collectively has 31 teaching credentials and 24 advanced degrees. Every solution they create is designed to help students unlock greater understanding. They fuel our passion to give every student a chance to learn the hands-on way.

Incorporating manipulatives into mathematics lessons in meaningful ways helps students grasp concepts with a greater depth of understanding. Physical and digital manipulatives tap into students' natural curiosity. Using hands-on learning resources, students take ownership of their education. When students engage in hands-on learning, they:

- Achieve at higher levels than those who are not taught with manipulatives
- Develop critical problem solving and strategic thinking skills to use for a lifetime
- Learn the value of persistence as they work toward greater comprehension and conceptual understanding

\*These materials are for Special Ed. Department.

**RECOMMENDATION:**

Approve/Ratify the purchase of additional Hands On Learning materials and manipulatives for TK-8<sup>th</sup> grades to be used as supplemental math materials at a cost not to exceed \$7,450.00

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pas

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** SAN DIEGO HOUSING FEDERATION ROUNDTABLES

**BACKGROUND INFORMATION:**

This is an interactive Roundtable to hear the latest information about resources needed to successfully develop and operate quality permanent supportive housing. Dr. Piedad Garcia of County Behavioral Health Services will provide an update on the process of adding \$10 million to the MHSA Housing Program, along with how developers can express interest in this new funding. Megan O'Dowd of County Housing and Community Development will discuss County housing initiatives to create new supportive housing options and new opportunities that are emerging through the North County 25 Cities efforts. Simonne Ruff of CSH will discuss emerging opportunities, such as the National Housing Trust Fund; potential service supports available through the 1115 Waiver; and the latest information on Health Homes. Finally she will describe new approaches to supporting services in supportive housing, such as a capitalized services reserve.

**RECOMMENDATION:**

Ratify the attendance of Tony Hua, Enrique Gonzalez and Amy Hunt to the San Diego Housing Federation Roundtables in December 3, 2015 at a cost not to exceed \$75.00.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *pro*

Financial Implications?

Yes     No

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

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** LOCAL CONTROL AND ACCOUNTIBILITY PLAN (LCAP) FORUM

**BACKGROUND INFORMATION:**

The San Diego County Office of Education's Business Services and Learning & Leadership Services are partnering together to offer a full-day forum focused on the Local Control and Accountability Plan (LCAP). Jannelle Kubinec from West Ed will be presenting on the current LCAP implementation updates and the evaluation rubrics

**RECOMMENDATION:**

Approve/Ratify registration, parking fees, and mileage for the LCAP forum for Kelli Hay and Laura Caballero. Forum will take place at the Ashford University in January 20, 2016 at a total cost not to exceed \$120.00.

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<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Ratify <input type="checkbox"/> Other		Business Services Reviewed: <u>yes</u>
Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; width: 150px;">\$120.00 (Amount)</div>	<div style="border: 1px solid black; padding: 5px; width: 300px;">Supplemental and Concentration Funds (Name of funding source and/or location)</div>	<div style="border: 1px solid black; padding: 5px; width: 250px;"></div> (Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** INSTRUCTIONAL MEDIA RESOURCE ASSOCIATE – IMRA-  
CERTIFICATE COURSE OF STUDY

**BACKGROUND INFORMATION:**

The eight week IMRA Course of Study professional development provides a learning context that interests, excites, and challenges participants to learn effective 21st century library media service practices. We will be using a variety of online learning tools to create an engaging experience during our one face-to-face day together. Our follow-up online format will provide the opportunity for site library-media staff participants to communicate and complete the course assignments.

Participants can expect to spend 4 - 5 hours per week over the course of eight weeks. All of the course assignments will be completed online. The work will include:

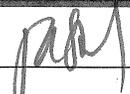
- Reading course materials and exploring examples
- Completing projects and assignments
- Sharing and reflecting with other class participants in discussion forums.

**RECOMMENDATION:**

Approve the attendance of all schools' IMRAs to the Instructional Media Resource Associate Certificate Course of Study at the San Diego County office of Education on January 21, 2016 at a cost not to exceed \$1,295.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$1,295.00 (Amount)
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Supplemental & Concentration Funds (Name of funding source and/or location)
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(Funding account number)
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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**SAN YSIDRO SCHOOL DISTRICT  
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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** PURCHASING REPORT

**BACKGROUND INFORMATION:**

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

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the district during the period of November 4, 2015 through November 30, 2015 (Report #5):  
▪ General Fund: A70544-A70546, A70548-A70560, A70562-A70564, A70568-A70576, A70579-A70583, A70585, A70587-A70589, A70591-A70600, A70602-A70609, A70611, A70615-A70616  
▪ Cafeteria Fund: A70565-A70567, A70577-A70578 and  
▪ Building Fund: A70547, A70584, A70590, A70601, A70610.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: psa

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

As listed above

(Name of funding source and/or location)

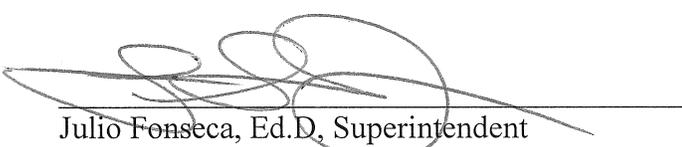
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(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
11/4/2015	A70544	OFFICE DEPOT	6	OFFICE SUP	53.99
11/4/2015	A70545	EDUPOINT EDUCATIONAL SYSTEMS	6	REGISTRATION FEE	7,200.00
11/4/2015	A70546	CALIFORNIA MATH COUNCIL- SOUTH	6	REGISTRATION FEE	3,375.00
11/5/2015	A70548	AMAZON.COM, INC.	6	INST. SUP.	53.77
11/5/2015	A70549	CONCEPTS SCHOOL AND	6	EQUIPMENT	24,545.32
11/5/2015	A70550	ANYTIME SIGN SOLUTION, INC	3	CONTRACTED SERVICES	3,252.95
11/5/2015	A70551	PAMELA L. MCDANIEL	6	CONTRACTED SERVICES	7,500.00
11/6/2015	A70552	ELLA SOUTH BAY MAGAZINE INC.	3	CONTRACTED SERVICES	31,200.00
11/6/2015	A70553	PRINCIPAL'S EXCHANGE	6	CONTRACTED SERVICES	250,000.00
11/6/2015	A70554	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	575.00
11/6/2015	A70555	GREGORY MARK BAER	6	CONTRACTED SERVICES	30,000.00
11/6/2015	A70556	CSBA	3	REGISTRATION FEE	490.00
11/10/2015	A70557	SAN DIEGO COUNTY	3	SCHOOL SUP.	777.60
11/13/2015	A70558	WHOLESALE SHUTTER COMPANY, INC	6	CONTRACTED SERVICES	1,517.56
11/13/2015	A70559	SPARKLETTS	3	CONTRACTED SERVICES	1,500.00
11/13/2015	A70560	XEROX CORPORATION	3	EQUIPMENT	4,919.40
11/13/2015	A70562	STAPLES, INC.	3	OFFICE SUP	27.53
11/13/2015	A70563	CALIFORNIA DEPARTMENT OF	6	REGISTRATION FEE	1,000.00
11/16/2015	A70564	OFFICE DEPOT	3	OFFICE SUP	258.34
11/16/2015	A70568	STEPHEN R. CLEMONS	3	CONTRACTED SERVICES	45,000.00
11/16/2015	A70569	MONTGOMERY HARDWARE CO.	6	MAINT. SUP.	661.99
11/16/2015	A70570	CSBA	3	REGISTRATION FEE	794.00
11/16/2015	A70571	CHARLES G. HARDY	6	MAINT. SUP.	1,748.25
11/16/2015	A70572	MONTGOMERY HARDWARE CO.	6	MAINT. SUP.	140.40
11/16/2015	A70573	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	127.44
11/16/2015	A70574	SAN DIEGO COUNTY SUPERINTENDEN	6	REGISTRATION FEE	130.00
11/16/2015	A70575	COMMON GOAL SYSTEM	3	CONTRACTED SERVICES	864.60
11/16/2015	A70576	RGC CONSTRUCTION INC	6	CONTRACTED SERVICES	12,402.00
11/16/2015	A70579	FULLER FORD	6	CONTRACTED SERVICES	96.00
11/16/2015	A70580	SIMPLEXGRINNELL LP	6	CONTRACTED SERVICES	1,275.75
11/16/2015	A70581	PEARSON	6	INST. SUP.	18,003.55
11/16/2015	A70582	AMAZON.COM, INC.	3	OFFICE SUP	221.86

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
11/17/2015	A70583	THE TITAN GROUP, PROFESSIONAL	3	CONTRACTED SERVICES	4,891.00
11/17/2015	A70585	OFFICE DEPOT	3	OFFICE SUP	60.46
11/17/2015	A70587	STAPLES, INC.	3	OFFICE SUP	536.38
11/17/2015	A70588	SOCIAL THINKING	6	INST. SUP.	92.88
11/17/2015	A70589	JOHN WILEY & SONS, INC.	6	INST. SUP.	168.00
11/17/2015	A70591	ACADEMIC COMMUNICATION	6	INST. SUP.	388.80
11/17/2015	A70592	TRANSLATION EQUIPMENT	3	EQUIPMENT	4,979.45
11/17/2015	A70593	CSBA	3	REGISTRATION FEE	490.00
11/17/2015	A70594	PHONAK HEARING SYSTEMS	6	CONTRACTED SERVICES	300.00
11/17/2015	A70595	SUPER DUPER PUBLICATION	6	INST. SUP.	657.66
11/17/2015	A70596	LEAL & TREJO APC	3	LEGAL FEES	51,789.25
11/17/2015	A70597	RANCHO SAN DIEGO NURSERY INC	6	GROUND SUP.	7,227.30
11/17/2015	A70598	SCHOLASTIC BOOK FAIR	3	INST. SUP.	1,626.15
11/17/2015	A70599	NEXT DAY PRINTED TEES	3	UNIFORMS	977.20
11/17/2015	A70600	SCHOOL OUTFITTERS	3	EQUIPMENT	535.09
11/17/2015	A70602	MAYER - JOHNSON LLC	6	INST. SUP.	440.92
11/17/2015	A70603	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	127.44
11/17/2015	A70604	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	191.16
11/17/2015	A70605	DEMCO INC.	3	INST. SUP.	216.35
11/17/2015	A70606	PRO-ED INC.	6	INST. SUP.	649.00
11/18/2015	A70607	PERMA BOUND PUB.	3	INST. SUP.	64.13
11/18/2015	A70608	OFFICE DEPOT	3	OFFICE SUP	108.69
11/18/2015	A70609	ABA EDUCATION FOUNDATION	6	CONTRACTED SERVICES	10,000.00
11/24/2015	A70611	HOUGHTON MIFFLIN COMPANY	6	INST. SUP.	1,430.14
11/30/2015	A70615	RENAISSANCE LEARNING INC.	3	INST. SUP.	85,784.96
11/30/2015	A70616	ONE TRIPP TREE SERVICE INC.	6	CONTRACTED SERVICES	5,452.00

**Total for 3 & 6 628,896.71**

11/16/2015	A70565	SOUTHLAND TECHNOLOGY, INC.	13	OFFICE SUP	720.50
11/16/2015	A70566	EDUCATION MANAGEMENT	13	CONTRACTED SERVICES	500.00
11/16/2015	A70567	P&R PAPER SUPPLY COMPANY, INC.	13	CAFETERIA PAPER GOODS	114.43

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
11/16/2015	A70577	REFRIGERATION SUPPLIES	13	MAINT. SUP.	5,581.70
11/16/2015	A70578	SAN DIEGO RESTAURANT SUPPLY	13	CAFETERIA SUP.	2,052.00
<b>Total for 13</b>					<b>8,968.63</b>
11/4/2015	A70547	DOLINKA GROUP	21-10	CONTRACTED SERVICES	22,390.76
11/17/2015	A70584	LEAL & TREJO APC	21-10	LEGAL FEES	2,403.00
11/17/2015	A70590	CITY TREASURER	21-10	CONTRACTED SERVICES	8,750.08
11/17/2015	A70601	CITY NATIONAL BANK	21-10	CONTRACTED SERVICES	7,863.92
11/23/2015	A70610	MANZANA ENERGY	21-10	SETTLEMENT	600,000.00
<b>Total for 21-10</b>					<b>641,407.76</b>
<b>Grand Total</b>					<b>1,279,273.10</b>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** EXPENDITURE REPORT

**BACKGROUND INFORMATION:**

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

The following are expenditures incurred by the district during the period of October 22, 2015 through November 18, 2015. Listing sheets #711 through #730. Payments were made with checks #12-450078 through #12-453901 for a total expenditure of \$1,089,697.80 from the following sources:

General Fund - \$841,276.25  
Cafeteria Fund - \$180,722.01  
Building Fund - \$58,389.42  
Child Development Fund- \$1,446.20  
Cap Proj-Comp Unit #1- \$7,863.92

**RECOMMENDATION:**

Approve/Ratify expenditures incurred by the District during the period of October 22, 2015 through November 18, 2015. Listing sheets #711 through #730. Payments were made with checks #12-450078 through #12-453901 for a total expenditure of \$1,089,697.80.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed:   jmf  

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$1,089,697.80  
(Amount)

As listed above  
(Name of funding source and/or location)

--  
(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004267	CITY NATIONAL BANK	12-453901		7,863.92	CITYBK		
004267	CITY NATIONAL BANK	12-453901	7,863.92	7,863.92	49-01 9010-000	0000 8100-000	5800-010 010
*** TOTALS FOR FUND ***			7,863.92	7,863.92			(INVOICE)
							(DISTRIBUTION)

RF

SAN YSIDRO  
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004462	GALASSO'S BAKERY	12-453788		477.40	13-00 5310-000	0000	3700-000 4700-001 018
				560.30	13-00 5310-000	0000	3700-000 4700-001 020
				217.05	13-00 5310-000	0000	3700-000 4700-001 022
				249.00	13-00 5310-000	0000	3700-000 4700-001 024
				316.90	13-00 5310-000	0000	3700-000 4700-001 025
004462	GALASSO'S BAKERY	12-453788	2,485.05				

\*\*\* TOTALS FOR FUND \*\*\* 26,471.17 (INVOICE)  
 26,471.17 (DISTRIBUTION)

729

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000717	HOLLANDIA DAIRY INC.	12-453782		12,207.00	HLANDA 13-00 5310-000 1,335.66 13-00 5310-000 2,449.36 13-00 5310-000 2,201.26 13-00 5310-000 2,813.62 13-00 5310-000 1,035.56 13-00 5310-000 1,200.73 13-00 5310-000 1,170.81 13-00 5310-000	A70099 0000 0000 0000 0000 0000 0000 0000	3700-000 4700-001 012 3700-000 4700-001 016 3700-000 4700-001 018 3700-000 4700-001 020 3700-000 4700-001 022 3700-000 4700-001 024 3700-000 4700-001 025
000717	HOLLANDIA DAIRY INC.	12-453782	12,207.00				
000778	SAFEWAY INC.	12-453783		145.92	SAFEWY 13-00 5310-000	A70072 0000	3700-000 4700-002 085
000778	SAFEWAY INC.	12-453783	145.92				
003524	ACE COOLING & FREEZING	12-453784		307.60	68410 13-00 5310-000	A70118 0000	3700-000 5800-010 024
003524	ACE COOLING & FREEZING	12-453784	307.60				
003731	LITTLE CAESARS PIZZA	12-453785		610.20	182501 13-00 5310-000	A70101 0000	3700-000 4700-001 020
003731	LITTLE CAESARS PIZZA	12-453785	610.20				
004091	PRUDENTIAL OVERALL SUPPLY	12-453786		410.00	PRDNTL 50.00 13-00 5310-000 70.00 13-00 5310-000 70.00 13-00 5310-000 70.00 13-00 5310-000 50.00 13-00 5310-000 50.00 13-00 5310-000	A70126 0000 0000 0000 0000 0000 0000	3700-000 5600-005 012 3700-000 5600-005 016 3700-000 5600-005 018 3700-000 5600-005 020 3700-000 5600-005 022 3700-000 5600-005 024
004091	PRUDENTIAL OVERALL SUPPLY	12-453786	410.00				
004398	AMERICAN PRODUCE DISTRIBUTORS	12-453787		10,305.40	AMRICN 10,305.40 13-00 5310-000 1,252.30 13-00 5310-000 1,743.70 13-00 5310-000 1,913.70 13-00 5310-000 1,882.20 13-00 5310-000 1,100.40 13-00 5310-000 1,230.40 13-00 5310-000 1,182.70 13-00 5310-000	A70090 0000 0000 0000 0000 0000 0000 0000	3700-000 4700-001 012 3700-000 4700-001 016 3700-000 4700-001 018 3700-000 4700-001 020 3700-000 4700-001 022 3700-000 4700-001 024 3700-000 4700-001 025
004398	AMERICAN PRODUCE DISTRIBUTORS	12-453787	10,305.40				
004462	GALASSO'S BAKERY	12-453788		2,485.05	GALASSO 13-00 5310-000	A70097 0000	3700-000 4700-001 012
004462	GALASSO'S BAKERY	12-453788	2,485.05				

729

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004841	NORA GLASCO	12-453778		184.75	GLASCO 06-00 4035-000	0000	2700-000 5200-003 061
004841	NORA GLASCO	12-453778	184.75				
004842	MELISSA BROWN	12-453779		165.00	BROWN 06-00 4035-000	0000	7200-000 5200-003 061
				95.52	MELISA 03-00 0000-000	0000	2100-000 4300-015 061
004842	MELISSA BROWN	12-453779	260.52				
004843	ALLISON SCOTT	12-453780		275.00	ALISON 06-00 4035-000	1110	1000-000 5200-003 061
004843	ALLISON SCOTT	12-453780	275.00				
004844	CAITLIN MCCARTY	12-453781		219.87	CAIRLN 06-00 4035-000	1110	1000-000 5200-003 061
004844	CAITLIN MCCARTY	12-453781	219.87				

UNRESTRICTED 7,620.52  
 RESTRICTED 1,698.36

\*\*\* TOTALS FOR FUND \*\*\* 9,318.88 (INVOICE)  
 9,318.88 (DISTRIBUTION)

728

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

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000122	BEATRIZ BAUTISTA	12-453768		68.00	06-00 4035-000	1110	1000-000 5200-003 061
000122	BEATRIZ BAUTISTA	12-453768	68.00				
000195	ELIZABETH ORIGINALES	12-453769		42.00	06-00 4035-000	1110	2100-000 5200-003 061
000195	ELIZABETH ORIGINALES	12-453769	42.00				
000464	SYLVIA MAYER	12-453770		149.00	06-00 4035-000	1110	1000-000 5200-003 061
000464	SYLVIA MAYER	12-453770	149.00				
001990	PATRICIA CARO	12-453771		140.35	06-00 4035-000	0000	7200-000 5200-003 061
001990	PATRICIA CARO	12-453771	140.35				
004092	CORNELIO EGASANI	12-453772		176.77	06-00 4035-000	1110	2700-000 5200-003 061
004092	CORNELIO EGASANI	12-453772	176.77				
004171	CLAUDIA URIBE	12-453773		200.00	03-00 0300-115	0000	7200-000 5800-013 010
004171	CLAUDIA URIBE	12-453773	200.00				
004813	JOSE ARTURO SANCHEZ MACIAS	12-453774		209.62	06-00 4203-000	4760	1000-000 5200-003 061
004813	JOSE ARTURO SANCHEZ MACIAS	12-453774	209.62				
004832	STEPHEN R. CLEMONS	12-453775		3,750.00	03-00 0000-000		
004832	STEPHEN R. CLEMONS	12-453775	7,125.00				
004839	JUANA MURILLO	12-453776		200.00	03-00 0300-115	0000	7200-000 5800-013 010
004839	JUANA MURILLO	12-453776	200.00				
004840	MAYURA VONGSAVATH	12-453777		68.00	06-00 4035-000	1110	1000-000 5200-003 061
004840	MAYURA VONGSAVATH	12-453777	68.00				

728

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000778	SAFEWAY INC.	12-453093		221.21	VONS1	A70072	
			261.17	221.21	13-00 5310-000	0000	3700-000 4700-002 085
				39.96	VONS2	A70107	
				39.96	13-00 5310-000	0000	3700-000 4700-001 085
000778	SAFEWAY INC.	12-453093		118.50	562559	A70100	
			118.50	118.50	13-00 5310-000	0000	3700-000 4300-007 085
001161	HOME DEPOT CREDIT SERVICES	12-453094		662.56	537861	A70483	
			662.56	662.56	13-00 5310-000	0000	3700-000 4300-011 085
001755	WILLIAM V. MAC GILL & CO.	12-453095		113,579.94	USFOOD	A70136	
			113,579.94	12,446.29	13-00 5310-000	0000	3700-000 4700-001 012
				23,223.89	13-00 5310-000	0000	3700-000 4700-001 016
				19,903.52	13-00 5310-000	0000	3700-000 4700-001 018
				22,162.54	13-00 5310-000	0000	3700-000 4700-001 020
				13,873.13	13-00 5310-000	0000	3700-000 4700-001 022
				21,970.57	13-00 5310-000	0000	3700-000 4700-001 024
004397	US FOODS - LOS ANGELES	12-453096	113,579.94				

\*\*\* TOTALS FOR FUND \*\*\* 114,622.17 (INVOICE)  
 114,622.17 (DISTRIBUTION)

727

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 11/12/2015 AT 20:17  
 DISTRICT: 033

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

WARRANT DATE 11/13/2015  
 PAGE 18

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004813	JOSE ARTURO SANCHEZ MACIAS	12-453092		2,675.73	ARTURO		
				2,675.73	06-00 4035-000	1110	1000-000 5200-003 061
				1,624.41	MACIAS		
				1,624.41	06-00 4035-000	1110	1000-000 5200-003 061
004813	JOSE ARTURO SANCHEZ MACIAS	12-453092	4,300.14				
				.00			
				4,300.14			

\*\*\* UNRESTRICTED \*\*\*

RESTRICTED

TOTALS FOR FUND 4,300.14 (INVOICE)  
 4,300.14 (DISTRIBUTION)

726

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 11/10/2015 AT 20:23  
 DISTRICT: 033

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

PAGE 59  
 WARRANT DATE 11/12/2015

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- AMOUNT	----- INVOICE NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-452882		236.18	XEROX2	A70305	
001641	XEROX CORPORATION	12-452882	236.18		13-00 5310-000	0000 3700-000 5600-005 085	
*** TOTALS FOR FUND ***			236.18	236.18			(INVOICE) (DISTRIBUTION)

725

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

FIS/PRINT/SERIES 12/WARR/REGISTER  
PREPARED ON 11/10/2015 AT 20:23  
DISTRICT: 033

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-452881		472.36	XEROX	A70301	
001641	XEROX CORPORATION	12-452881	472.36	472.36	12-06 6105-000	0001 1000-000 5600-006 076	
*** TOTALS FOR FUND ***			472.36	472.36			(INVOICE) (DISTRIBUTION)

724

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-452880		16,852.27	XEROX3	A70296	
				393.98	03-00	0000-000	7100-000 5600-006 064
				562.66	03-00	0000-000	0000 7200-000 5600-006 061
				407.08	03-00	0000-000	0000 7200-000 5600-006 062
				437.29	03-00	0000-000	0000 7200-000 5600-006 071
				364.27	03-00	0000-000	0000 8100-000 5600-006 069
				1,152.48	03-00	0000-000	1110 1000-000 5600-006 012
				2,536.45	03-00	0000-000	1110 1000-000 5600-006 016
				2,465.01	03-00	0000-000	1110 1000-000 5600-006 018
				2,607.26	03-00	0000-000	1110 1000-000 5600-006 020
				1,322.22	03-00	0000-000	1110 1000-000 5600-006 022
				2,420.35	03-00	0000-000	1110 1000-000 5600-006 024
				1,785.59	03-00	0000-000	1110 1000-000 5600-006 025
				397.63	06-00	6500-000	5750 1110-000 5600-005 054
001641	XEROX CORPORATION	12-452880	16,852.27				
	UNRESTRICTED		16,454.64				
	RESTRICTED		397.63				
***	TOTALS FOR FUND		16,852.27				16,852.27 (INVOICE) 16,852.27 (DISTRIBUTION)

723

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003766	MICHAEL BAKER INTERNATIONAL	12-452442		8,301.66	130706	A70149	5800-010 025
003766	MICHAEL BAKER INTERNATIONAL	12-452442	8,301.66	8,301.66	21-10 9010-000	0000 8100-000	5800-010 025
004215	DOLINKA GROUP	12-452443		22,390.76	DLINKA	A70547	5800-010 071
004215	DOLINKA GROUP	12-452443	22,390.76	22,390.76	21-10 9010-000	0000 8100-000	5800-010 071
004807	KATHLEEN MOORE& ASSOCIATES	12-452444		19,840.00	MOORE	A70447	5800-010 064
004807	KATHLEEN MOORE& ASSOCIATES	12-452444	19,840.00	19,840.00	21-10 9010-000	0000 8100-000	5800-010 064
*** TOTALS FOR FUND ***			50,532.42				
				50,532.42			(INVOICE)
				50,532.42			(DISTRIBUTION)

722

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 11/09/2015 AT 20:12  
 DISTRICT: 033

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

PAGE 31  
 WARRANT DATE 11/10/2015

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- INVOICE AMOUNT	----- NUMBER	----- PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-452441		15.62	XEROX3	A70305	
001641	XEROX CORPORATION	12-452441	15.62	15.62	13-00 5310-000	0000 3700-000 5600-005 085	
*** TOTALS FOR FUND ***			15.62	15.62			(INVOICE)
				15.62			(DISTRIBUTION)

721

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 11/09/2015 AT 20:12  
 DISTRICT: 033

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

PAGE 30  
 WARRANT DATE 11/10/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000146	LAKESHORE	12-452437		49.18	251015	A70468	
			49.18	49.18	12-06 9024-001	0001	1000-000 4300-001 076
000146	LAKESHORE	12-452437					
000273	SCHOLASTIC , INC	12-452438		250.00	439214	A70478	
				250.00	12-06 9024-000	0001	1000-000 4300-333 076
				250.00	439229	A70479	
				250.00	12-06 9024-000	0001	1000-000 4300-333 076
000273	SCHOLASTIC , INC	12-452438	500.00				
001570	LORENA VARELA	12-452439		237.46	LORENA		
				237.46	12-06 9024-000	0001	1000-000 4300-015 076
				77.54	VARELA		
				46.02	12-06 6105-000	0001	1000-000 5900-012 076
				31.52	12-06 6105-000	0001	1000-000 4300-001 076
001570	LORENA VARELA	12-452439	315.00				
001641	XEROX CORPORATION	12-452440		109.66	XEROX2	A70301	
				109.66	12-06 6105-000	0001	1000-000 5600-006 076
001641	XEROX CORPORATION	12-452440	109.66				

\*\*\* TOTALS FOR FUND \*\*\* 973.84 (INVOICE)  
 973.84 (DISTRIBUTION)

720

FIS/PRINT/SERIES12/WARR/REGISTER  
PREPARED ON 11/09/2015 AT 20:12  
DISTRICT: 033

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

PAGE 29  
WARRANT DATE 11/10/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
	RESTRICTED		156,440.41			
***	TOTALS FOR FUND		402,043.84		402,043.84	(INVOICE)
					402,043.84	(DISTRIBUTION)

719

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004804	AMERICAN PRINTING HOUSE	12-452427		4,589.17	974788	A70419	
004804	AMERICAN PRINTING HOUSE	12-452427	4,589.17	4,589.17	06-00 6500-000	5770 1190-000	4300-001 054
004808	SERGIO CAMPOS	12-452428		564.44	CAMPOS		
004808	SERGIO CAMPOS	12-452428	564.44	564.44	06-00 6500-000	5770 1110-000	5200-003 054
004817	R. JENSEN CO. INC	12-452429		6,210.00	7570	A70455	
004817	R. JENSEN CO. INC	12-452429	6,210.00	6,210.00	06-00 9625-000	0000 8500-000	6200-001 071
004820	LISA M. WEISS, OPTOMETRIC CORP	12-452430		350.00	LWEISS	A70528	
004820	LISA M. WEISS, OPTOMETRIC CORP	12-452430	350.00	350.00	06-00 6500-000	5001 3900-000	5600-005 052
004823	CABLE, PIPE & LEAK DETECTION,	12-452431		270.00	105231	A70537	
004823	CABLE, PIPE & LEAK DETECTION,	12-452431	270.00	270.00	06-00 9625-000	0000 8100-000	5600-001 071
004824	ED TECH TEACHER, INC	12-452432		4,948.71	15182	A70491	
004824	ED TECH TEACHER, INC	12-452432	4,948.71	4,948.71	03-00 0000-001	1110 1000-000	5800-010 061
004826	RACHAEL ANNETTE MCINTYRE	12-452433		55.00	000003	A70514	
004826	RACHAEL ANNETTE MCINTYRE	12-452433	55.00	55.00	03-00 0000-000	0000 7200-000	5800-010 071
004837	LAURA CABALLERO	12-452434		108.00	CBLER		
004837	LAURA CABALLERO	12-452434	108.00	44.00	03-00 0000-000	0000 7200-000	5200-002 071
01641A	XEROX CORPORATION	12-452435		5,116.44	XEROX	A70163	
01641A	XEROX CORPORATION	12-452435	5,116.44	5,116.44	03-00 0000-000	0000 7200-000	5600-001 073
0346A	STOTZ EQUIPMENT	12-452436		8,634.60	E00957	A70333	
0346A	STOTZ EQUIPMENT	12-452436	8,634.60	8,634.60	03-00 0300-070	0000 8200-000	6400-000 069
			245,603.43	UNRESTRICTED			

219

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004697	TEACH FOR AMERICA	12-452419		20,000.00	TEACH 03-00 0000-000	A70506	7200-000 5800-010 062
004743	AMY HUNT	12-452420	147.06	147.06	AMYHUN 03-00 0000-000		7200-000 5200-003 062
004747	PRINCIPAL'S EXCHANGE	12-452421		30,000.00	1006 A70553		1000-000 5800-010 061
004749	SAN DIEGO CENTER FOR CHILDREN	12-452422	3,954.72	3,954.72	SYS915 A70078		1180-000 5800-009 054
004779	JULIO FONSECA	12-452423		137.85	FNSECA 03-00 0000-000		7100-000 5200-002 064
004789	BOYS & GIRLS CLUB	12-452424	392.81	392.81	JULIOF 03-00 0000-000		7100-000 4300-015 064
004789	BOYS & GIRLS CLUB	12-452424		38,156.86	882 A70310		1000-000 5800-000 012
004799	WOODWIND & BRASSWIND, INC	12-452425		5,290.15	06-00 9065-005	1110	1000-000 5800-000 016
004799	WOODWIND & BRASSWIND, INC	12-452425		6,983.46	06-00 9065-005	1110	1000-000 5800-000 018
004801	EAST L.A. CLASSIC THEATRE	12-452426		5,538.46	06-00 9065-005	1110	1000-000 5800-000 020
004801	EAST L.A. CLASSIC THEATRE	12-452426		7,016.35	06-00 9065-005	1110	1000-000 5800-000 022
004801	EAST L.A. CLASSIC THEATRE	12-452426		6,099.21	06-00 9065-005	1110	1000-000 5800-000 024
004801	AMERICAN PRINTING HOUSE	12-452427	22,500.00	22,500.00	1025 A70428	1110	1000-000 5600-005 061

13B.2  
 41

719

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003909	TEAMTALK NETWORK	12-452410		278.46	03-00 0982-000	0000	3600-000 5600-005 074
003909	TEAMTALK NETWORK	12-452410	278.46				
003996	RUSSELL PLUMBING	12-452411		65.00	06-00 8150-000	A70505	8100-000 5600-005 070
003996	RUSSELL PLUMBING	12-452411	65.00				
004084	RUSSELL SIGLER, INC	12-452412		1,024.33	06-00 8150-000	0000	8100-000 4300-007 070
004084	RUSSELL SIGLER, INC	12-452412	1,024.33				
004465	GREGORY MARK BAER	12-452413		3,640.00	06-00 6500-000	A70555	3900-000 5600-005 052
004465	GREGORY MARK BAER	12-452413	3,640.00				
004542	MPC ELECTRONICS INC	12-452414		823.78	03-00 0000-000	0000	7700-000 4300-002 067
004542	MPC ELECTRONICS INC	12-452414	823.78				
004578	STAFF REHAB	12-452415		6,200.00	06-00 6500-000	5001	3900-000 5600-005 052
004578	STAFF REHAB	12-452415	6,200.00				
004680	SOCIAL THINKING	12-452416		558.09	06-00 6512-000	5770	1190-000 4300-001 052
004680	SOCIAL THINKING	12-452416	558.09				
004689	ACCOUNTABLE HEALTHCARE	12-452417		5,600.00	06-00 6500-000	5001	3900-000 5600-005 052
004689	ACCOUNTABLE HEALTHCARE	12-452417	5,600.00				
004696	RODOLFO LINARES	12-452418		125.00	03-00 0300-101	0000	7100-000 5200-003 063
004696	RODOLFO LINARES	12-452418	125.00				

219

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE NUMBER	INVOICE AMOUNT	PURCH ENC #	ACCOUNT DISTRIBUTION
002650	IMPERIAL SPRINKLER SUPPLY	12-452401		03-00 0300-070	216.64	0000	8200-000 4300-014 069
				052440 A70053	1,126.53		
				03-00 0300-070	1,126.53	0000	8200-000 4300-014 069
002858	CORTES TOWING	12-452402	1,343.17	60503 A70504	60.00	0000	8100-000 5600-005 070
				06-00 8150-000	60.00	0000	8100-000 5600-005 070
002858	CORTES TOWING	12-452402	60.00				
002909	AT&T	12-452403		PHONES			
				03-00 0000-000	2,779.39	0000	8200-000 5900-003 069
				03-00 0000-000	2,779.39	0000	8200-000 5900-003 069
002976	FEDEX	12-452404		FEDEX A70232	63.18		
				06-00 6500-000 5001	63.18	3900-000	5900-012 054
				FEDEX2 A70009	69.38		
				03-00 0000-000	69.38	0000	7200-000 5900-012 071
002976	FEDEX	12-452404	132.56				
003309	PRINT TO MAIL DOCUMENT SYSTEM	12-452405		034509 A70437	842.40	1110	1000-000 4300-001 022
				03-00 0000-000	842.40	0000	1000-000 4300-001 022
003309	PRINT TO MAIL DOCUMENT SYSTEM	12-452405	842.40				
003313	BEST BUY	12-452406		BESTBY A70388	3,270.02		
				03-00 0000-000	975.99	0000	7200-000 4400-000 062
				03-00 0000-000	2,294.03	0000	7200-000 4400-000 071
003313	BEST BUY	12-452406	3,270.02				
003497	ROMEO DIACOSTA	12-452407		ROMEOD	125.94	5770	1190-000 4300-015 054
				06-00 6500-000	125.94	0000	1190-000 4300-015 054
003497	ROMEO DIACOSTA	12-452407	125.94				
003598	BJ'S RENTALS, INC.	12-452408		516424 A70040	78.00		
				03-00 0300-070	78.00	0000	8200-000 4300-014 069
				532114 A70040	72.00		
				03-00 0300-070	72.00	0000	8200-000 4300-014 069
003598	BJ'S RENTALS, INC.	12-452408	150.00				
006647	VERONICA MEDINA	12-452409		MEDINA	108.00	1110	1000-000 4300-001 052
				03-00 0000-000	108.00	0000	1000-000 4300-001 052
006647	VERONICA MEDINA	12-452409	108.00				
006647	VERONICA MEDINA	12-452409		TEAMTALK NETWORK			
				03-00 0000-000	278.46	0000	7200-000 4400-000 071
006647	VERONICA MEDINA	12-452410	278.46				

12B.2  
 41

319

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE NUMBER	INVOICE AMOUNT	PURCH ENC #	ACCOUNT DISTRIBUTION
001678	ANITA GILLCHREST	12-452391	127.19	06-00 6500-000	5001	3900-000	5200-002 054
001678	ANITA GILLCHREST	12-452391	127.19	06-00 8150-000	0000	8100-000	4300-007 070
001727	SAN DIEGO ELECTRIC	12-452392	47.33	60784 A70328			
001727	SAN DIEGO ELECTRIC	12-452392	47.33	06-00 8150-000	0000	8100-000	4300-007 070
001763	RCP BLOCK & BRICK	12-452393	171.07	637152 A70029			
001763	RCP BLOCK & BRICK	12-452393	171.07	03-00 0300-070	0000	8200-000	5600-005 069
001870	KIRK'S RADIATOR	12-452394	309.00	28167 A70510			
001870	KIRK'S RADIATOR	12-452394	309.00	03-00 0982-000	0000	3600-000	5600-005 074
001931	UNITED RENTALS	12-452395	129.47	779401 A70018			
001931	UNITED RENTALS	12-452395	129.47	03-00 0300-070	0000	8200-000	5600-005 069
002032	ASELTINE SCHOOL	12-452396	11,857.30	ASLTIN A70080			
002032	ASELTINE SCHOOL	12-452396	11,857.30	06-00 6500-000	5750	1180-000	5800-009 054
002092	CALIFORNIA ENVIRONMENTAL	12-452397	455.00	10510 A70509			
002092	CALIFORNIA ENVIRONMENTAL	12-452397	455.00	03-00 0982-000	0000	3600-000	5600-005 074
002545	SKS, INC.	12-452398	1,736.32	273360 A70062			
002545	SKS, INC.	12-452398	1,736.32	03-00 0982-000	0000	3600-000	4300-022 074
002578	CLARK SECURITY PRODUCTS	12-452399	111.98	273475 A70062			
002578	CLARK SECURITY PRODUCTS	12-452399	111.98	03-00 0982-000	0000	3600-000	4300-022 074
002580	COOLE SCHOOL	12-452400	160.50	51658A A70412			
002580	COOLE SCHOOL	12-452400	160.50	03-00 0000-000	1110	1000-000	4300-001 020
002580	IMPERIAL SPRINKLER SUPPLY	12-452401	216.64	014100 A70053			
002580	IMPERIAL SPRINKLER SUPPLY	12-452401	216.64	03-00 0000-000	0000	8100-000	4300-007 070

13B.2  
 41

719

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

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001438	REPUBLIC SERVICES #509	12-452385	12,384.12	12,384.12	03-00 0300-070	0000	8200-000 5500-005 069
001438	REPUBLIC SERVICES #509	12-452385	12,384.12	12,384.12	03-00 0300-070	0000	8200-000 5500-005 069
001510	EWING IRRIGATION	12-452386			552872 A70051		
					73.96 03-00 0300-070	0000	8200-000 4300-014 069
					87.78 579073 A70051		
					87.78 03-00 0300-070	0000	8200-000 4300-014 069
					1,130.63 585377 A70051		
					1,130.63 06-00 8150-000	0000	8100-000 4300-007 070
					27.81 586574 A70051		
					27.81 03-00 0300-070	0000	8200-000 4300-014 069
001510	EWING IRRIGATION	12-452386	1,320.18				
001527	RANCHO SAN DIEGO NURSERY INC	12-452387					
					582.27 1352 A70050		
					582.27 06-00 9625-000	0000	8500-000 6200-001 071
001527	RANCHO SAN DIEGO NURSERY INC	12-452387	582.27				
001570	LORENA VARELA	12-452388					
					236.32 REED		
					236.32 03-00 0300-120	0001	1000-000 4300-333 076
001570	LORENA VARELA	12-452388	236.32				
001641	XEROX CORPORATION	12-452389					
					5,921.21 XEROX4 A70331		
					15.62 03-00 0000-000	0000	7100-000 5600-006 064
					140.60 03-00 0000-000	0000	7200-000 5600-006 061
					31.24 03-00 0000-000	0000	7200-000 5600-006 062
					57.58 03-00 0000-000	0000	7200-000 5600-006 071
					31.24 03-00 0000-000	0000	7700-000 5600-006 067
					604.07 03-00 0000-000	1110	1000-000 5600-006 012
					859.26 03-00 0000-000	1110	1000-000 5600-006 016
					682.18 03-00 0000-000	1110	1000-000 5600-006 018
					890.48 03-00 0000-000	1110	1000-000 5600-006 020
					942.55 03-00 0000-000	1110	1000-000 5600-006 022
					1,109.20 03-00 0000-000	1110	1000-000 5600-006 024
					453.05 03-00 0000-000	1110	1000-000 5600-006 025
					31.24 03-00 0982-000	0000	3600-000 5600-005 074
					41.66 06-00 6500-000	5750	1110-000 5600-005 054
					31.24 06-00 8150-000	0000	8100-000 5600-005 070
001641	XEROX CORPORATION	12-452389	5,921.21				
001642	HANDY METAL MART	12-452390					
					124.26 395949 A70425		
					124.26 03-00 0300-070	0000	8200-000 4300-014 069
001642	HANDY METAL MART	12-452390	124.26				
001670	ANITA GILLCHREST	12-452391					
					127.19 ANITA		

719

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-452381		73.93	06-00 8150-000	0000 8100-000	4300-007 070
				25.34	562141 A70034		
				25.34	03-00 0000-000	0000 7700-000	4300-002 067
				24.58	562768 A70034		
				24.58	03-00 0000-000	0000 7700-000	4300-002 067
				25.81	573334 A70017		
				25.81	06-00 8150-000	0000 8100-000	4300-007 070
				46.11	574620 A70017		
				46.11	06-00 8150-000	0000 8100-000	4300-007 070
				22.81	574688 A70017		
				22.81	06-00 8150-000	0000 8100-000	4300-007 070
				32.67	575044 A70017		
				32.67	06-00 8150-000	0000 8100-000	4300-007 070
				4.55	581468 A70034		
				4.55	03-00 0000-000	0000 7700-000	4300-002 067
				340.88	581535 A70017		
				340.88	06-00 9625-000	0000 8500-000	6200-001 071
				11.82	581891 A70017		
				11.82	06-00 8150-000	0000 8100-000	4300-007 070
				26.94	582555 A70017		
				26.94	06-00 8150-000	0000 8100-000	4300-007 070
				63.95	582556 A70017		
				63.95	06-00 8150-000	0000 8100-000	4300-007 070
				39.56	582640 A70017		
				39.56	06-00 8150-000	0000 8100-000	4300-007 070
				118.15	582658 A70017		
				118.15	06-00 8150-000	0000 8100-000	4300-007 070
				14.01	582930 A70017		
				14.01	06-00 8150-000	0000 8100-000	4300-007 070
				53.95	583090 A70017		
				53.95	06-00 8150-000	0000 8100-000	4300-007 070
			925.06				
001161	HOME DEPOT CREDIT SERVICES	12-452381		17.78	583092 A70017		
				17.78	06-00 8150-000	0000 8100-000	4300-007 070
				159.92	583144 A70017		
				159.92	06-00 9625-000	0000 8500-000	6200-001 071
			177.70				
001178	SAN DIEGO COUNTY	12-452383		1,053.00	001393 A70471		
				1,053.00	03-00 0000-000	0000 7550-000	4300-050 073
001178	SAN DIEGO COUNTY	12-452383		741.68	126376 A70044		
				741.68	03-00 0982-000	0000 3600-000	4300-023 074
				980.03	126385 A70044		
				980.03	03-00 0982-000	0000 3600-000	4300-023 074
			1,721.71				

219

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001082	ASSOCIATED VALUATION SERVICES	12-452377	7,695.00	7,695.00	03-00 0000-000	0000 7200-000	5800-010 071
001082	ASSOCIATED VALUATION SERVICES	12-452377		542.29	06-00 8150-000	A70516 0000 8100-000	5600-005 070
001093	KONE INC	12-452378		59.98	03-00 0000-000	A70494 1110 1000-000	4300-011 025
001093	KONE INC	12-452378		263.83	03-00 0300-477	A70454 1110 1000-000	4300-001 016
001102	ORIENTAL TRADING COMPANY, INC	12-452379		2.88	010534 A70017		
001102	ORIENTAL TRADING COMPANY, INC	12-452379		2.88	06-00 8150-000	0000 8100-000	4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-452380		48.11	011180 A70017		
001161	HOME DEPOT CREDIT SERVICES	12-452380		48.11	06-00 8150-000	0000 8100-000	4300-007 070
				19.02	011271 A70017		
				19.02	06-00 8150-000	0000 8100-000	4300-007 070
				19.77	011309 A70017		
				19.77	06-00 8150-000	0000 8100-000	4300-007 070
				708.39	015073 A70017		
				708.39	06-00 9625-000	0000 8500-000	6200-001 071
				61.56	021410 A70017		
				61.56	06-00 8150-000	0000 8100-000	4300-007 070
				14.99	023375 A70017		
				14.99	06-00 8150-000	0000 8100-000	4300-007 070
				43.88	211391 A70017		
				43.88	06-00 8150-000	0000 8100-000	4300-007 070
				77.28	301154 A70054		
				77.28	03-00 0300-070	0000 8200-000	4300-014 069
				64.71	301155 A70017		
				64.71	06-00 8150-000	0000 8100-000	4300-007 070
				42.06	301160 A70017		
				42.06	06-00 8150-000	0000 8100-000	4300-007 070
				32.37	301162 A70017		
				32.37	06-00 8150-000	0000 8100-000	4300-007 070
				267.28	301211 A70017		
				267.28	06-00 8150-000	0000 8100-000	4300-007 070
				19.05	301219 A70054		
				19.05	03-00 0300-070	0000 8200-000	4300-014 069
				50.54	301226 A70017		
				50.54	06-00 9625-000	0000 8500-000	6200-001 071
				12.22	301272 A70017		
				12.22	06-00 8150-000	0000 8100-000	4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-452380	1,484.11				
001161	HOME DEPOT CREDIT SERVICES	12-452381		73.93	301366 A70017		

719

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- AMOUNT	----- INVOICE NUMBER	----- PURCH ENC #	----- ACCOUNT DISTRIBUTION
000409	SAN DIEGO UNION-TRIBUNE	12-452372		2,214.30	476897	A70507	7200-000 5800-003 071
000409	SAN DIEGO UNION-TRIBUNE	12-452372	2,214.30		03-00 0000-000	0000	8200-000 5500-002 069
00067A	SAN DIEGO GAS & ELECTRICT	12-452373		87,401.02	SDGEO1		8200-000 5500-001 069
00067A	SAN DIEGO GAS & ELECTRICT	12-452373	87,401.02		03-00 0000-000	0000	8200-000 5500-001 069
000762	SOUTH BAY FENCE, INC.	12-452374			101570	A70489	8100-000 5600-005 070
000762	SOUTH BAY FENCE, INC.	12-452374	1,044.84		06-00 8150-000	0000	8100-000 5600-005 070
000775	REFRIGERATION SUPPLIES	12-452375			337900	A70014	8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-452375	33.57		06-00 8150-000	0000	8100-000 4300-007 070
000809	OFFICE DEPOT	12-452376			348100	A70014	8100-000 4300-007 070
000809	OFFICE DEPOT	12-452376	7,695.00		06-00 8150-000	0000	8100-000 4300-007 070
000809	OFFICE DEPOT	12-452376			169001	A70453	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	265.63		03-00 0000-000	0000	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	265.63		170001	A70453	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	936.34		03-00 0000-000	0000	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	936.34		171001	A70453	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	404.99		03-00 0000-000	0000	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	404.99		172001	A70453	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	21.36		03-00 0000-000	0000	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	21.36		174001	A70453	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	29.15		03-00 0000-000	0000	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	29.15		562001	A70415	1000-000 4300-011 018
000809	OFFICE DEPOT	12-452376	300.70		03-00 0000-000	1110	1000-000 4300-011 018
000809	OFFICE DEPOT	12-452376	300.70		637001	A70415	1000-000 4300-011 018
000809	OFFICE DEPOT	12-452376	206.03		03-00 0000-000	1110	1000-000 4300-011 018
000809	OFFICE DEPOT	12-452376	206.03		638001	A70415	1000-000 4300-011 018
000809	OFFICE DEPOT	12-452376	172.76		03-00 0000-000	1110	1000-000 4300-011 018
000809	OFFICE DEPOT	12-452376	172.76		655001	A70453	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	15.65		03-00 0000-000	0000	7200-000 4300-011 071
000809	OFFICE DEPOT	12-452376	15.65		731001	A70470	3600-000 4300-011 074
000809	OFFICE DEPOT	12-452376	56.14		03-00 0982-000	0000	3600-000 4300-011 074
000809	OFFICE DEPOT	12-452376	56.14		03-00 0982-000	0000	3600-000 4300-011 074
000809	OFFICE DEPOT	12-452376	2,408.75				
000809	OFFICE DEPOT	12-452376	2,408.75				
000809	OFFICE DEPOT	12-452376	7,695.00		5040	A61345	

749

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

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000039	DIXIELINE LUMBER CO	12-452365		284.73	034836	A70027	8100-000 4300-007 070
000039	DIXIELINE LUMBER CO	12-452365	284.73	284.73	06-00 8150-000	0000	8100-000 4300-007 070
000043	PRUDENTIAL OVERALL	12-452366		23.40	535926	A70058	
000043	PRUDENTIAL OVERALL	12-452366	46.80	23.40	03-00 0300-070	0000	8200-000 4300-014 069
000044	QUILL CORP.	12-452367		23.40	537416	A70058	
000044	QUILL CORP.	12-452367	217.71	23.40	03-00 0300-070	0000	8200-000 4300-014 069
000067	SAN DIEGO GAS & ELECTRIC	12-452368		14.68	899102	A70486	
000067	SAN DIEGO GAS & ELECTRIC	12-452368	45,840.89	14.68	03-00 0000-000	0000	7200-000 4300-011 071
000136	WAXIE SANITARY SUPPLY	12-452369		203.03	949950	A70486	
000136	WAXIE SANITARY SUPPLY	12-452369	45,840.89	203.03	03-00 0000-000	0000	7200-000 4300-011 071
000343	PAMELA L. MCDANIEL	12-452370		45,840.89	GASELE		
000343	PAMELA L. MCDANIEL	12-452370	2,151.74	45,840.89	03-00 0000-000	0000	8200-000 5500-001 069
000370	DUNN-EDWARDS CORP.	12-452371		45,761.85	03-00 0000-000	0000	8200-000 5500-002 069
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	79.04	03-00 0000-000	0000	8200-000 5500-002 069
000370	DUNN-EDWARDS CORP.	12-452371	2,325.00	2,151.74	03-00 0300-070	0000	8200-000 4300-020 069
000370	DUNN-EDWARDS CORP.	12-452371	2,325.00	2,325.00	PAMMAC	A70551	
000370	DUNN-EDWARDS CORP.	12-452371	2,325.00	2,325.00	06-00 6500-000	5001	3900-000 5600-005 052
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	143.01	060926	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	143.01	06-00 9625-000	0000	8500-000 6200-001 071
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	234.84	060927	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	234.84	06-00 9625-000	0000	8500-000 6200-001 071
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	706.07	060949	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	706.07	06-00 9625-000	0000	8500-000 6200-001 071
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	161.37	061178	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	161.37	06-00 9625-000	0000	8500-000 6200-001 071
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	58.94	061220	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	58.94	06-00 9625-000	0000	8500-000 6200-001 071
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	25.18	061221	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	25.18	06-00 9625-000	0000	8500-000 6200-001 071
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	83.17	237455	A70028	
000370	DUNN-EDWARDS CORP.	12-452371	1,412.58	83.17	06-00 9625-000	0000	8500-000 6200-001 071

719

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004398	AMERICAN PRODUCE DISTRIBUTORS	12-452101		14,135.70	AMERIC	A70090	
				1,732.10	13-00 5310-000	0000	3700-000 4700-001 012
				2,618.70	13-00 5310-000	0000	3700-000 4700-001 016
				2,599.20	13-00 5310-000	0000	3700-000 4700-001 018
				2,622.30	13-00 5310-000	0000	3700-000 4700-001 020
				1,386.30	13-00 5310-000	0000	3700-000 4700-001 022
				1,550.80	13-00 5310-000	0000	3700-000 4700-001 024
				1,626.30	13-00 5310-000	0000	3700-000 4700-001 025
004398	AMERICAN PRODUCE DISTRIBUTORS	12-452101	14,135.70				
004462	GALASSO'S BAKERY	12-452102		2,457.60	GLASSO	A70097	
				298.80	13-00 5310-000	0000	3700-000 4700-001 012
				472.20	13-00 5310-000	0000	3700-000 4700-001 016
				451.20	13-00 5310-000	0000	3700-000 4700-001 018
				521.40	13-00 5310-000	0000	3700-000 4700-001 020
				217.00	13-00 5310-000	0000	3700-000 4700-001 022
				216.20	13-00 5310-000	0000	3700-000 4700-001 024
				280.80	13-00 5310-000	0000	3700-000 4700-001 025
004462	GALASSO'S BAKERY	12-452102	2,457.60				

\*\*\* TOTALS FOR FUND \*\*\* 33,213.80 (INVOICE)  
 33,213.80 (DISTRIBUTION)

718

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000717	HOLLANDIA DAIRY INC.	12-452096	13,253.58	13,253.58	HOLLAD	A70099	3700-000 4700-001 012
				1,543.40	13-00 5310-000	0000	3700-000 4700-001 016
				2,504.05	13-00 5310-000	0000	3700-000 4700-001 018
				2,334.78	13-00 5310-000	0000	3700-000 4700-001 020
				2,971.87	13-00 5310-000	0000	3700-000 4700-001 022
				1,244.19	13-00 5310-000	0000	3700-000 4700-001 024
				1,305.02	13-00 5310-000	0000	3700-000 4700-001 025
				1,350.27	13-00 5310-000	0000	3700-000 4700-001 025
000717	HOLLANDIA DAIRY INC.	12-452096	13,253.58				
000726	ECQLAB	12-452097		188.59	843927	A70121	
				188.59	13-00 5310-000	0000	3700-000 5800-010 020
				376.11	885506	A70121	
				376.11	13-00 5310-000	0000	3700-000 5800-010 018
000726	ECOLAB	12-452097	564.70				
000901	COUNTY OF SAN DIEGO	12-452098		927.00	HEALTH	A70094	
				309.00	13-00 5310-000	0000	3700-000 5600-005 012
				309.00	13-00 5310-000	0000	3700-000 5600-005 016
				309.00	13-00 5310-000	0000	3700-000 5600-005 022
000901	COUNTY OF SAN DIEGO	12-452098	927.00				
003524	ACE COOLING & FREEZING	12-452099		195.00	67982	A70075	
				195.00	13-00 5310-000	0000	3700-000 5600-005 016
				195.00	67983	A70075	
				195.00	13-00 5310-000	0000	3700-000 5600-005 018
				218.22	67989	A70075	
				218.22	13-00 5310-000	0000	3700-000 5600-005 024
				195.00	68045	A70075	
				195.00	13-00 5310-000	0000	3700-000 5600-005 020
				195.00	68062	A70075	
				195.00	13-00 5310-000	0000	3700-000 5600-005 022
				312.00	68286	A70075	
				312.00	13-00 5310-000	0000	3700-000 5600-005 085
				155.00	68339	A70118	
				155.00	13-00 5310-000	0000	3700-000 5800-010 024
003524	ACE COOLING & FREEZING	12-452099	1,465.22				
004091	PRUDENTIAL OVERALL SUPPLY	12-452100		410.00	PDNTIA	A70126	
				50.00	13-00 5310-000	0000	3700-000 5600-005 012
				70.00	13-00 5310-000	0000	3700-000 5600-005 016
				70.00	13-00 5310-000	0000	3700-000 5600-005 018
				70.00	13-00 5310-000	0000	3700-000 5600-005 020
				50.00	13-00 5310-000	0000	3700-000 5600-005 022
				50.00	13-00 5310-000	0000	3700-000 5600-005 024
				50.00	13-00 5310-000	0000	3700-000 5600-005 025
004091	PRUDENTIAL OVERALL SUPPLY	12-452100	410.00				

718

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 10/29/2015 AT 21:03  
 DISTRICT: 033

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

PAGE 36  
 WARRANT DATE 10/30/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	AMOUNT	INVOICE NUMBER	AMOUNT	PURCH ENC #	ACCOUNT DISTRIBUTION
002030	SCRIPPS NATIONAL SPELLING BEE	12-451402		256588	218.50	A70475	
002030	SCRIPPS NATIONAL SPELLING BEE	12-451402	218.50	03-00 0000-000	218.50	1110	1000-000 4300-001 024
	UNRESTRICTED		218.50				
	RESTRICTED		.00				
***	TOTALS FOR FUND		218.50		218.50		(INVOICE)
					218.50		(DISTRIBUTION)

717

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- INVOICE AMOUNT	----- NUMBER	----- PURCH ENC #	----- ACCOUNT DISTRIBUTION
000947	STATE OF CALIFORNIA	12-451080		1,331.47	D5232	A70492	
000947	STATE OF CALIFORNIA	12-451080	1,331.47	1,331.47	13-00 5310-000	0000 3700-000 5800-010 085	
*** TOTALS FOR FUND ***			1,331.47	1,331.47			(INVOICE) (DISTRIBUTION)

File

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 10/26/2015 AT 20:06  
 DISTRICT: 033

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

PAGE 20  
 WARRANT DATE 10/27/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000106	CHEVRON U.S.A. INC.	12-450687	2,602.95	2,602.95	CHVRON		
				592.89	06-00 8150-000	0000	8100-000 4300-022 070
				647.03	03-00 0000-000	0000	8200-000 4300-022 069
				1,363.03	03-00 0982-000	0000	3600-000 4300-022 074
000106	CHEVRON U.S.A. INC.	12-450687	2,010.06	2,010.06			
	UNRESTRICTED		592.89	592.89			
	RESTRICTED						

\*\*\* TOTALS FOR FUND \*\*\*  
 2,602.95 (INVOICE)  
 2,602.95 (DISTRIBUTION)

715

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004732	LEAL & TREJO APC	12-450501		7,857.00	15618	A70477	
004732	LEAL & TREJO APC	12-450501	7,857.00	7,857.00	21-10 9010-000	0000 8100-000	5800-002 071
*** TOTALS FOR FUND ***			7,857.00	7,857.00			(INVOICE) (DISTRIBUTION)

714

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 10/23/2015 AT 20:06  
 DISTRICT: 033

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

PAGE 22  
 WARRANT DATE 10/26/2015

VENDOR NUMBER	VENDOR NAME	----- WARRANT NUMBER	----- AMOUNT	----- INVOICE AMOUNT	----- NUMBER	----- PURCH ENC #	----- ACCOUNT DISTRIBUTION
004678	AMAZON.COM, INC.	12-450500		163.73	AMZON3	A70387	
004678	AMAZON.COM, INC.	12-450500	163.73	163.73	13-00	5310-000	0000 3700-000 4300-026 085

\*\*\* TOTALS FOR FUND \*\*\*  
 2,983.53 (INVOICE)  
 2,983.53 (DISTRIBUTION)

713

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000117	UNITED STATES POSTAL SERVICE	12-450495	18.92	18.92	13-00 5310-000	0000	3700-000 5900-012 085
000117	UNITED STATES POSTAL SERVICE	12-450495		18.92	13-00 5310-000	0000	3700-000 5900-012 085
000778	SAFEMAY INC.	12-450496	167.58	72.52	VONS A70072		3700-000 4700-002 085
001007	CDE, CASHIER'S OFFICE	12-450497		5.19	VONS1 A70107		3700-000 4700-001 085
001007	CDE, CASHIER'S OFFICE	12-450497		89.87	VONS3 A70072		3700-000 4700-002 085
004091	PRUDENTIAL OVERALL SUPPLY	12-450498	1,292.20	1,292.20	13-00 5310-000	0000	0000-000 9320-000 000
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		35.00	532956 A70126		3700-000 5600-005 016
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		25.00	532958 A70126		3700-000 5600-005 012
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		25.00	532959 A70126		3700-000 5600-005 022
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		35.00	532964 A70126		3700-000 5600-005 018
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		35.00	532972 A70126		3700-000 5600-005 020
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		25.00	533251 A70126		3700-000 5600-005 025
004091	PRUDENTIAL OVERALL SUPPLY	12-450498		25.00	533252 A70126		3700-000 5600-005 024
004462	GALASSO'S BAKERY	12-450499	205.00	285.30	528506 A70097		3700-000 4700-001 016
004462	GALASSO'S BAKERY	12-450499		85.00	528507 A70097		3700-000 4700-001 012
004462	GALASSO'S BAKERY	12-450499		175.70	528508 A70097		3700-000 4700-001 018
004462	GALASSO'S BAKERY	12-450499		273.80	528509 A70097		3700-000 4700-001 020
004462	GALASSO'S BAKERY	12-450499		100.80	528512 A70097		3700-000 4700-001 022
004462	GALASSO'S BAKERY	12-450499		138.50	528513 A70097		3700-000 4700-001 025
004462	GALASSO'S BAKERY	12-450499		77.00	528514 A70097		3700-000 4700-001 024
004462	GALASSO'S BAKERY	12-450499	1,136.10	77.00	13-00 5310-000	0000	3700-000 4700-001 024

712

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 10/23/2015 AT 20:06  
 DISTRICT: 033

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

PAGE 20  
 WARRANT DATE 10/26/2015

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- AMOUNT	----- INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
	UNRESTRICTED		132,624.95				
	RESTRICTED		273,314.72				

\*\*\* TOTALS FOR FUND \*\*\*  
 405,939.67 (INVOICE)  
 405,939.67 (DISTRIBUTION)

712

VENDOR NUMBER	VENDOR NAME	----- NUMBER	WARRANT AMOUNT	----- AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004689	ACCOUNTABLE HEALTHCARE	12-450488			049909 06-00 6500-000 050994 06-00 6500-000 051340 06-00 6500-000	A70116 A70116 A70116 A70116	1190-000 5800-010 054 1190-000 5800-010 054 1190-000 5800-010 054
004689	ACCOUNTABLE HEALTHCARE	12-450488	8,120.00				
004726	AUTO UPHOLSTERY MASTERS	12-450489			81645 03-00 0982-000 81647 03-00 0982-000	A70042 A70042	3600-000 5600-005 074 3600-000 5600-005 074
004726	AUTO UPHOLSTERY MASTERS	12-450489	2,480.00				
004732	LEAL & TREJ0 APC	12-450490			15619 03-00 0000-000 15620 03-00 0000-000 15621 03-00 0000-000 15622 03-00 0000-000	A70466 A70466 A70466 A70466	7100-000 5800-002 063 7100-000 5800-002 063 7100-000 5800-100 063 7200-000 5800-150 054
004732	LEAL & TREJ0 APC	12-450490	49,144.15				
004789	BOYS & GIRLS CLUB	12-450491			880 06-00 9065-005 06-00 9065-005 06-00 9065-005 06-00 9065-005 06-00 9065-005 06-00 9065-005	A70310	1000-000 5800-000 012 1000-000 5800-000 016 1000-000 5800-000 018 1000-000 5800-000 020 1000-000 5800-000 022
004789	BOYS & GIRLS CLUB	12-450491	26,499.06				
004802	KYA SERVICES LLC	12-450492			152386 06-00 9625-000	A70418	8500-000 6200-001 071
004802	KYA SERVICES LLC	12-450492	39,730.49				
004818	HOWARD TARAS	12-450493			UCSD 06-00 6500-000	A70456	3900-000 5600-005 052
004818	HOWARD TARAS	12-450493	60.00				
004821	NATIONAL CENTER FOR EDUCATION	12-450494			15124 03-00 0000-000	A70469	7100-000 5300-000 064
004821	NATIONAL CENTER FOR EDUCATION	12-450494	6,950.00				

13B.2  
 34  
 41

212

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004073	HAWTHORNE LIFT SYSTEMS	12-450480	163.00	78.67	044614	A70197	
				78.67	03-00 0300-500	1110	1000-000 5600-007 080
				84.33	044615	A70197	
				84.33	03-00 0300-500	1110	1000-000 5600-007 080
004073	HAWTHORNE LIFT SYSTEMS	12-450480	163.00	8.96	012517	A70181	
				8.96	06-00 8150-000	0000	8100-000 4300-007 070
004084	RUSSELL SIGLER, INC	12-450481		586.98	012518	A70181	
				586.98	06-00 8150-000	0000	8100-000 4300-007 070
004084	RUSSELL SIGLER, INC	12-450481	595.94	376.18	106943	A70057	
				376.18	03-00 0300-070	0000	8200-000 4300-014 069
				119.34	106946	A70057	
				119.34	03-00 0300-070	0000	8200-000 4300-014 069
				20.81	107180	A70057	
				20.81	03-00 0300-070	0000	8200-000 4300-014 069
004231	PRO POWER	12-450482	516.33	5,750.00	ERATE	A70474	
				5,750.00	03-00 0000-000	0000	7700-000 5600-005 067
004528	NVLS PROFESSIONAL SERVICES,	12-450483		2,790.00	9054	A70081	
				2,790.00	06-00 6500-000	5001	3900-000 5600-005 052
				3,100.00	9108	A70081	
				3,100.00	06-00 6500-000	5001	3900-000 5600-005 052
004578	STAFF REHAB	12-450484	5,890.00	741.19	13502	A70473	
				741.19	03-00 0300-012	1110	1000-000 4300-001 012
004585	FUNDRAISING MANAGER	12-450485		127.44	21232	A70445	
				127.44	06-00 8150-000	0000	8100-000 4300-011 070
004601	SIR SPEEDY PRINTING 02890	12-450486		1,375.52	AMAZON	A70434	
				1,375.52	06-00 6512-000	5770	1190-000 4300-001 052
				336.58	AMZON1	A70410	
				336.58	06-00 6500-000	5770	1190-000 4300-001 054
004601	SIR SPEEDY PRINTING 02890	12-450486	127.44	1,712.10			
004678	AMAZON.COM, INC.	12-450487					
004678	AMAZON.COM, INC.	12-450487	1,712.10				

212

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
002340	ANSMAR PUBLISHERS, INC.	12-450471	68,982.62	13,953.06	06-00 3010-000	1110	1000-000 4300-001 061
				6,949.55	078848	A70384	
				6,949.55	06-00 3010-000	1110	1000-000 4300-001 061
				9,095.79	078849	A70384	
				9,095.79	06-00 3010-000	1110	1000-000 4300-001 061
				4,424.11	078854	A70384	
				4,424.11	06-00 3010-000	1110	1000-000 4300-001 061
002340	ANSMAR PUBLISHERS, INC.	12-450471	68,982.62				
002545	SKS, INC.	12-450472		612.92	273106	A70062	
				612.92	03-00 0982-000	0000	3600-000 4300-022 074
				602.13	273226	A70062	
				602.13	03-00 0982-000	0000	3600-000 4300-022 074
002545	SKS, INC.	12-450472	1,215.05				
002976	FEDEX	12-450473		38.43	FEDEX	A70009	
				38.43	03-00 0000-000	0000	7200-000 5900-012 071
002976	FEDEX	12-450473	38.43				
003145	VALLEY INDUSTRIAL SPECIALTIES	12-450474		124.35	220730	A70022	
				124.35	06-00 8150-000	0000	8100-000 4300-007 070
				31.26	220802	A70022	
				31.26	06-00 8150-000	0000	8100-000 4300-007 070
003145	VALLEY INDUSTRIAL SPECIALTIES	12-450474	155.61				
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-450475		25.00	001268	A70458	
				25.00	03-00 0000-001	1110	1000-000 5200-003 061
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-450475	25.00				
003377	SOUTHWEST SCHOOL & OFFICE	12-450476		42.77	072168		
				42.77	03-00 0000-000	0000	0000-000 9320-000 000
003377	SOUTHWEST SCHOOL & OFFICE	12-450476	42.77				
003522	CASA DE PUEBLO	12-450477		55.00	405709	A70465	
				55.00	03-00 0000-000	0000	7200-000 5800-010 071
003522	CASA DE PUEBLO	12-450477	55.00				
003529	WESTERN GRAPHIX	12-450478		228.98	46066	A70460	
				228.98	03-00 0982-000	0000	3600-000 4300-011 074
003529	WESTERN GRAPHIX	12-450478	228.98				
003598	BJ'S RENTALS, INC.	12-450479		79.20	506144	A70040	
				79.20	03-00 0300-070	0000	8200-000 4300-014 069
003598	BJ'S RENTALS, INC.	12-450479	79.20				

217

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-450465		128.38	06-00 8150-000	0000	8100-000 4300-007 070
				40.38	580447 A70054		
				40.38	03-00 0300-070	0000	8200-000 4300-014 069
				60.22	580923 A70017		
				35.22	06-00 8150-000	0000	8100-000 4300-007 070
				35.22	581020 A70017		
001161	HOME DEPOT CREDIT SERVICES	12-450465	554.68				
001161	HOME DEPOT CREDIT SERVICES	12-450466		50.13	583149 A70017		
				50.13	06-00 8150-000	0000	8100-000 4300-007 070
				10.77	590468 A70017		
				10.77	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-450466	60.90				
001510	EWING IRRIGATION	12-450467		38.08	475239 A70051		
				38.08	03-00 0300-070	0000	8200-000 4300-014 069
				29.94	475240 A70051		
				29.94	03-00 0300-070	0000	8200-000 4300-014 069
				86.40	488412 A70051		
				86.40	03-00 0300-070	0000	8200-000 4300-014 069
001510	EWING IRRIGATION	12-450467	154.42				
002016	EDUCATIONAL DATA SYSTEMS	12-450468		1,822.18	617506 A70376		
				1,822.18	03-00 0000-000	1110	1000-000 4300-003 057
002016	EDUCATIONAL DATA SYSTEMS	12-450468	1,822.18				
002151	RANCHO AUTO & TRUCK PARTS	12-450469		63.86	245740 A70016		
				63.86	06-00 8150-000	0000	8100-000 4300-007 070
				120.72	246071 A70016		
				120.72	06-00 8150-000	0000	8100-000 4300-007 070
002151	RANCHO AUTO & TRUCK PARTS	12-450469	184.58				
002301	FULLER FORD	12-450470		1,062.54	FULLER A70476		
				1,062.54	06-00 8150-000	0000	8100-000 5600-005 070
002301	FULLER FORD	12-450470	1,062.54				
002340	ANSMAR PUBLISHERS, INC.	12-450471		2,063.56	078843 A70384		
				2,063.56	06-00 3010-000	1110	1000-000 4300-001 061
				14,323.72	078844 A70384		
				14,323.72	06-00 3010-000	1110	1000-000 4300-001 061
				7,951.28	078845 A70384		
				7,951.28	06-00 3010-000	1110	1000-000 4300-001 061
				10,221.55	078846 A70384		
				10,221.55	06-00 3010-000	1110	1000-000 4300-001 061
				13,953.06	078847 A70384		

717

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000749	LA PRENSA SAN DIEGO	12-450460		288.00	03-00 1150	A70480	7100-000 5800-003 063
000749	LA PRENSA SAN DIEGO	12-450460	288.00	288.00	03-00 0000-000		
000801	GRAINGER	12-450461		6.43	804376	A70021	
				6.43	06-00 8150-000		0000 8100-000 4300-007 070
				266.78	956530	A70021	
				266.78	06-00 8150-000		0000 8100-000 4300-007 070
000801	GRAINGER	12-450461	273.21				
000809	OFFICE DEPOT	12-450462		1,057.54	041001		
000809	OFFICE DEPOT	12-450462	1,057.54	1,057.54	03-00 0000-000		0000 0000-000 9320-000 000
000828	POSITIVE PROMOTIONS	12-450463		725.76	357905	A70449	
000828	POSITIVE PROMOTIONS	12-450463	725.76	725.76	03-00 0000-000		0000 2100-000 4300-011 061
001023	WIRELESS PRO'S	12-450464		30.13	127	A70269	
001023	WIRELESS PRO'S	12-450464	30.13	30.13	06-00 8150-000		0000 8100-000 4300-011 070
001161	HOME DEPOT CREDIT SERVICES	12-450465		9.85	011999	A70017	
				9.85	06-00 8150-000		0000 8100-000 4300-007 070
				36.76	013289	A70017	
				36.76	06-00 8150-000		0000 8100-000 4300-007 070
				42.76	013805	A70017	
				42.76	06-00 8150-000		0000 8100-000 4300-007 070
				2.13	013996	A70017	
				2.13	06-00 8150-000		0000 8100-000 4300-007 070
				7.32	014248	A70017	
				7.32	06-00 8150-000		0000 8100-000 4300-007 070
				14.18	020296	A70017	
				14.18	06-00 8150-000		0000 8100-000 4300-007 070
				32.04	020441	A70017	
				32.04	06-00 8150-000		0000 8100-000 4300-007 070
				21.06	022528	A70017	
				21.06	06-00 8150-000		0000 8100-000 4300-007 070
				15.35	025119	A70017	
				15.35	06-00 8150-000		0000 8100-000 4300-007 070
				11.85	082683	A70017	
				11.85	06-00 8150-000		0000 8100-000 4300-007 070
				18.44	301026	A70017	
				18.44	06-00 8150-000		0000 8100-000 4300-007 070
				78.74	301053	A70054	
				78.74	03-00 0300-070		0000 8200-000 4300-014 069
				128.38	310277	A70017	

212

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000073	SOUTHLAND TECHNOLOGY, INC.	12-450454	17,597.12	2,827.40	SOUT14	A70198	
				2,827.40	03-00 0300-500	1110	1000-000 4300-016 018
				2,250.00	64318	A70198	
				2,250.00	03-00 0300-500	1110	1000-000 5600-007 080
				937.50	64319	A70198	
				937.50	03-00 0300-500	1110	1000-000 5600-007 080
000073	SOUTHLAND TECHNOLOGY, INC.	12-450454		562.50	64320	A70198	
				562.50	03-00 0300-500	1110	1000-000 5600-007 080
				1,562.50	64321	A70198	
				1,562.50	03-00 0300-500	1110	1000-000 5600-007 080
				7,062.50	64322	A70198	
				7,062.50	03-00 0300-500	1110	1000-000 5600-007 080
				1,750.00	64323	A70198	
				1,750.00	03-00 0300-500	1110	1000-000 5600-007 080
				1,250.00	64329	A70198	
				1,250.00	03-00 0300-500	1110	1000-000 5600-007 080
				207.00	64599	A70302	
				207.00	03-00 0000-000	1110	1000-000 4300-001 020
000073	SOUTHLAND TECHNOLOGY, INC.	12-450455	12,394.50				
000117	UNITED STATES POSTAL SERVICE	12-450456		1,047.19	METER		
				38.11	03-00 0000-000	0000	2100-000 5900-012 054
				19.27	03-00 0000-000	0000	7100-000 5900-012 064
				167.58	03-00 0000-000	0000	7200-000 5900-012 071
				758.06	03-00 0000-000	0000	2100-000 5900-012 061
				58.78	03-00 0000-000	0000	7200-000 5900-012 062
				5.39	03-00 0000-000	1110	1000-000 5900-012 020
000117	UNITED STATES POSTAL SERVICE	12-450456	1,047.19				
000288	LOURDES QUEZADA	12-450457		409.87	LURDES		
				409.87	03-00 0000-000	1110	1000-000 4300-333 012
				249.94	QZADA		
				249.94	03-00 0000-000	1110	1000-000 4300-015 012
000288	LOURDES QUEZADA	12-450457	659.81				
000506	DION INTERNATIONAL TRUCK INC.	12-450458		1,009.32	W20707	A70045	
				314.32	03-00 0982-000	0000	3600-000 4300-023 074
				695.00	03-00 0982-000	0000	3600-000 5600-005 074
000544	ETA HAND2MIND	12-450459		119,139.83	679519	A70375	
				119,139.83	06-00 3010-000	1110	1000-000 4300-001 061
000544	ETA HAND2MIND	12-450459	119,139.83				
000745	LA PRENSA SAN DIEGO	12-450460					

712

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000039	DIXIELINE LUMBER CO	12-450450		162.75	032620	A70027	
				162.75	06-00 8150-000	0000 8100-000	4300-007 070
				91.96	033793	A70027	
				91.96	06-00 8150-000	0000 8100-000	4300-007 070
000039	DIXIELINE LUMBER CO	12-450450	254.71				
000043	PRUDENTIAL OVERALL	12-450451		23.40	534448	A70058	
				23.40	03-00 0300-070	0000 8200-000	4300-014 069
000043	PRUDENTIAL OVERALL	12-450451	23.40				
000044	QUILL CORP.	12-450452		810.00	665975	A70431	
				810.00	03-00 0000-000	1110 1000-000	4300-001 016
				551.74	700495	A70431	
				551.74	03-00 0000-000	1110 1000-000	4300-001 016
000044	QUILL CORP.	12-450452	1,361.74				
000067	SAN DIEGO GAS & ELECTRIC	12-450453		26,935.75	GASELE		
				89.23	03-00 0000-000	0000 8200-000	5500-002 069
				26,846.52	03-00 0000-000	0000 8200-000	5500-001 069
000067	SAN DIEGO GAS & ELECTRIC	12-450453	26,935.75				
000073	SOUTHLAND TECHNOLOGY, INC.	12-450454		1,360.78	SOUTH1	A70199	
				1,360.78	03-00 0300-500	1110 1000-000	4300-016 020
				570.00	SOUTH2	A70198	
				570.00	03-00 0300-500	1110 1000-000	5600-007 020
				712.50	SOUTH3	A70198	
				712.50	03-00 0300-500	1110 1000-000	5600-007 025
				93.42	SOUTH4	A70199	
				93.42	03-00 0300-500	1110 1000-000	4300-016 025
				522.50	SOUTH5	A70198	
				522.50	03-00 0300-500	1110 1000-000	5600-007 022
				680.39	SOUTH6	A70199	
				680.39	03-00 0300-500	1110 1000-000	4300-016 022
				2,090.00	SOUTH7	A70198	
				2,090.00	03-00 0300-500	1110 1000-000	5600-007 024
				2,147.01	SOUTH8	A70199	
				2,147.01	03-00 0300-500	1110 1000-000	4300-016 024
				285.00	SOUTH9	A70198	
				285.00	03-00 0300-500	1110 1000-000	5600-007 016
				333.72	SOUTH10	A70199	
				333.72	03-00 0300-500	1110 1000-000	4300-016 016
				427.50	SOUTH11	A70198	
				427.50	03-00 0300-500	1110 1000-000	5600-007 012
				1,456.90	SOUTH12	A70199	
				1,456.90	03-00 0300-500	1110 1000-000	4300-016 012
				902.50	SOUTH13	A70198	
				902.50	03-00 0300-500	1110 1000-000	5600-007 018

VENDOR NUMBER	VENDOR NAME	----- NUMBER	----- WARRANT AMOUNT	----- AMOUNT	----- INVOICE NUMBER	----- PURCH ENC #	----- ACCOUNT DISTRIBUTION
000726	ECOLAB	12-450078		169.91	528369	A70121	
000726	ECOLAB	12-450078	169.91	169.91	13-00 5310-000	0000 3700-000	5800-010 012
000887	SAN DIEGO RESTAURANT SUPPLY	12-450079		421.04	254423	A70272	
				421.04	13-00 5310-000	0000 3700-000	4400-000 085
				1,257.12	254832	A70272	
				1,257.12	13-00 5310-000	0000 3700-000	4400-000 085
000887	SAN DIEGO RESTAURANT SUPPLY	12-450079	1,678.16				

\*\*\* TOTALS FOR FUND \*\*\*  
 1,848.07 (INVOICE)  
 1,848.07 (DISTRIBUTION)

711

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** ACCEPTANCE OF DONATIONS

**BACKGROUND INFORMATION:**

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

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

**RECOMMENDATION:**

Accept a donation valued at \$932,500.00 to help support and enrich our educational programs.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: pasal

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Donation  
**\$932,500.00**  
(Amount)

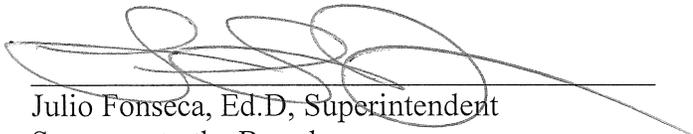
Cash/Check Amounts only  
**Donations Account**  
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

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

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

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

**AGENDA ITEM:** INDEPENDENT TRANSPORTATION SERVICES

**BACKGROUND INFORMATION:**

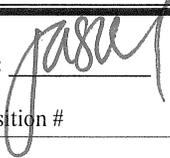
In July of 2015, the San Ysidro School District's Director of Transportation requested the services of Independent Transportation to conduct a series of classroom instruction for school bus driver renewals in order to be in compliance with Ed. Code 40082-40083 and California Department of Education Office of School Transportation.

**RECOMMENDATION:**

Approve/Ratify the services of Independent Transportation provided by Mr. Corey Patton in the amount of \$812.50.

---

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)

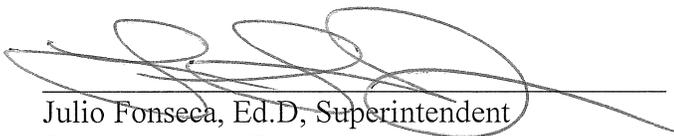
(Name of funding source and/or location)

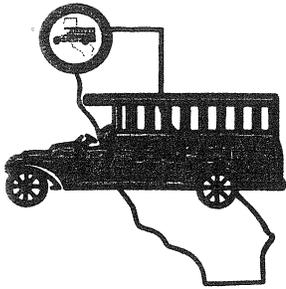
(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



# INVOICE

# 218

Date: Aug 17, 2015

**Balance Due: \$812<sup>50</sup>**

**Independent Transportation**

Corey Patton  
2139 39th Street  
San Diego, Ca. 92105

Bill To:

**San Ysidro School District**

Item	Quantity	Rate	Amount
School Bus Renewal Classroom Instruction	12.5	\$65	\$812 <sup>50</sup>

Subtotal: \$812<sup>50</sup>

Total: \$812<sup>50</sup>

Notes:

Renewal school bus driver class covers units 2,3,5,6,7,8,10 from the Instructor's Manual for California's Bus Driver's Training Course (Education Code sections 40082, 40083, 40084)

Terms:

Signed and dated T-01 cards available upon receipt.

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

**SCHOOL/DEPARTMENT:**  
Business Services and District Operations  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** AGREEMENT WITH TAYLOR PUBLISHING COMPANY DBA BALFOUR FOR YEARBOOK SERVICES

**BACKGROUND INFORMATION:**

Balfour works with thousands of schools around the world to provide a positive yearbook experience. Their systems are designed to help carefully chronicle events and life stages. Through their comprehensive yearbook programs, they are able to bring people, technology and experiences together. Yearbooks can preserve the memories of friends and classmates as well as the accomplishments and events of students' school years.

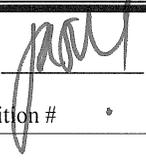
The District would like to contract with Taylor Publishing Company dba Balfour for yearbook services which will serve as a fundraiser for schools who wish to participate.

**RECOMMENDATION:**

Approve the agreement with Taylor Publishing Company dba Balfour for school year 2015-16.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

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

Yes     No

Requisition #

Fundraiser  
(Amount)

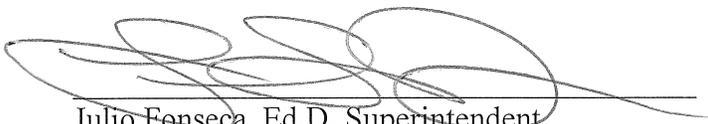
Donations Account  
(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into this 10th day of December 2015, by and between the San Ysidro School District, hereinafter called the "District", and

Taylor Publishing Company dba Balfour  
Company/Consultant

(619) 434-6855  
Telephone Number

3433 Eleanor Place, National City, CA 91950  
Address

Dhonnold1@cox.net  
Email

hereinafter referred to as "Consultant."

### 1 SCOPE AND TERMS

#### 1.1 SCOPE OF SERVICES

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

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

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

#### 1.2 TERM

Initial Term:

From: December 11, 2015

To: June 30, 2015

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 **13B.5**

Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

## **5 GENERAL PROVISIONS**

### **5.1 DELAYS IN PERFORMANCE**

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

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

### **5.2 SUSPENSION OF SERVICES**

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

### **5.3 TERMINATION OF AGREEMENT**

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

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

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

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

#### 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

#### 5.5 SAFETY

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

#### 5.6 PROJECT STAFFING

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

#### 5.7 INDEMNIFICATION

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

#### 5.8 AMENDMENTS

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

5.9 SEVERABILITY

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

5.10 GOVERNING LAW

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

5.11 CONFLICT OF INTEREST

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

5.12 SCHOOL SAFETY, FINGERPRINTING AND BACKGROUND INVESTIGATION REQUIREMENTS:

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

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

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

District is waiving this requirement \_\_\_\_\_.

5.13 DRUG/ALCHOLOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES

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

CONSULTANT:	
Name:	
Title:	
Address:	
City/State/Zip code:	
Telephone:	
Email:	

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

Phone Number (619) 428-4476

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

\_\_\_\_\_  
Firm Name

SAN YSIDRO SCHOOL DISTRICT  
Firm Name

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

\_\_\_\_\_  
Signature

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

Jose Arturo Sanchez Macias, Chief Operating Officer  
Print Name, Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

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

(Complete only if pertinent)

The District has determined under Education Code Section 45125.1, subdivision (c) that in performing services to this contract, **Consultant's employees may have contact with pupils**. As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or 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**

- Taylor Publishing Company DbA Balfour Agreement (Attached)

**AMENDED SECTION**

**VENUE**

It is understood by the San Ysidro School District and Taylor Publishing Company dba Balfour that any and all legal matters and laws will be under California State Law and the venue and jurisdiction of such will be conducted in the County of San Diego, California.

The language contained on the Taylor Publishing Company dba Balfour referencing otherwise is superseded by this Amended Section.

**Authorized representatives of the parties have executed this Amended Section as indicated below.**

**CONSULTANT/PROVIDER:**

Taylor Publishing Company dba Balfour  
3433 Eleanor Place  
National City, CA 91950  
(619) 434-6855

**DISTRICT:**

San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173  
(619) 428-4476

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Email

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jose Arturo Sanchez Macias, Chief Operating Officer  
Name & Title

\_\_\_\_\_  
[arturo.macias@sysd.k12.ca.us](mailto:arturo.macias@sysd.k12.ca.us)  
Email

\_\_\_\_\_  
Date signed / Board approved



Taylor Publishing Company dba Balfour is hereby authorized as the official publisher of the publication described below.

Production Year <b>2016</b>	Title of Book	Product Line <b>Spectra SC</b>	Date <b>10-14-15</b>	Cust# <b>18088</b>
School <b>San Ysidro MS</b>	Address <b>4345 Otay Lakes Rd</b>		Phone #	Ext
City <b>San Ysidro</b>	State <b>CA</b>	Zip	eMail Address	
Mr., Ms., Dr.	First Name <b>Juan</b>	Last Name <b>Pedraja</b>	Title <b>Adviser</b>	
Copies <b>120</b>	Pages <b>80</b>	Trim Size <b>8</b>	Delivery Season <input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall	Est. Ship Date <b>5-16</b>
			Cust Type <input checked="" type="checkbox"/> HS <input type="checkbox"/> JHS/MS <input type="checkbox"/> Univ	<input type="checkbox"/> 8-12 <input type="checkbox"/> Clem <input type="checkbox"/> Fine Book

<b>COPY PREPARATION (Check one box)</b> <input type="checkbox"/> Balfour Tools for Adobe InDesign® - Mac (IM) <input checked="" type="checkbox"/> StudioWorks® (SW) <input type="checkbox"/> QuarkXPress® for Macintosh (QM) <input type="checkbox"/> Balfour Tools® for Adobe InDesign® - Win (IW) <input type="checkbox"/> Acrobat PDF Page Files (via Adobe InDesign® or QuarkXPress®) <input type="checkbox"/> QuarkXPress® for Windows (QW)			<b>COPY SUBMISSION</b> <input checked="" type="checkbox"/> Online <input type="checkbox"/> On Disc/CD <b>IMAGES</b> <input checked="" type="checkbox"/> Customer Scan <input type="checkbox"/> Balfour Scan	
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<b>BAL4.TV</b> Activate Yearbook Project for BAL4.TV Codes: (add codes at studio.balfour.com) <input type="checkbox"/> Yes		<b>eYEARBOOK</b> Purchase: <input type="checkbox"/> School (one subscription for each printed yearbook) <input type="checkbox"/> Consumer (parent/student orders online, \$0 minimum)	
Price Per Code	(School purchase only) Price per eYearbook	Estimated eYearbook Distribution Date	

Base Price:	<b>120 Copies, 80 Pages</b>	\$ <b>2000.40</b>
Cover:	<b>School Design Full Color</b>	\$ <b>INCL</b>
Endsheets:		\$
Paper:	<b>80# Ename!</b>	\$ <b>INCL</b>
Color:	<b>All Pages Full Color</b>	\$ <b>INCL</b>
Additional Specifications:	<b>Shipping</b>	\$ <b>INCL</b>
	<b>CA Sales Tax @ 8%</b>	\$ <b>159.60</b>

1st Deposit: \$	Date:	Total Estimated Price:
<small>(50% of Total Est. Price)</small>		\$ <b>2160.00</b>
2nd Deposit: \$	Date:	
<small>(45% of Total Est. Price)</small>	<small>(Final Copy Deadline)</small>	

The completed books will be shipped on a standard delivery schedule after the final copy shipment is received. Standard delivery schedules vary with product line. Failure to meet deadline requirements or to obtain proofs within the designated time will result in adjustments to the delivery schedule. Ask your representative for other exceptions. The company will make every effort to return submitted photographs and artwork, however the company assumes no responsibility for their loss or damage. The company exercises no editorial control over the content of the book, and under no circumstances has any responsibility for its content.

This Contract is contingent upon governmental regulations, strikes, price, or acts of providence. Prices shown are estimates based on the contract specifications. Changes in specifications can affect the final pricing. The total estimated price shown above is based upon the Company's current price list, which in turn is based upon current material, labor, and other costs. To compensate for cost increases that will be incurred by the Company in the event of delay in the production schedule, the following shall apply: if final copy is received by the Company after December 31 of the Production Year, the total price shall increase by an amount equal to 5 percent of the Total Estimated Price. Prices are contingent on the Company's ability to obtain materials at a reasonable price. Should our suppliers increase their prices by an unexpected amount, the Company may be required to adjust prices accordingly. The Company will notify the Customer prior to manufacture of any such price adjustments.

Applicable sales taxes will be added to the final invoice unless the Customer furnishes evidence of tax-exempt status. The Customer agrees to pay the final invoice within 30 days of the invoice date or pay a late payment fee of 1-1/2% per month of the unpaid balance. Costs associated with collections, including reasonable attorney fees and court costs if it becomes necessary to place this account for collection, will be borne by the Customer. By the authorized signature below, Customer hereby agrees to acceptance, default and extension.

The Print Trade Customs of the Printing Industry of America are incorporated into the terms of this Contract, insofar as specifically referenced herein, and are published on the back of this Contract.

This Contract is subject to acceptance by Taylor Publishing Company dba Balfour in Dallas, Texas, and will be governed by the laws of the State of Texas.

I/we have read, understand and accept the terms and conditions of this Contract. I further stipulate that I am an authorized representative of the customer named herein and, as such, am authorized to sign this Contract.

Signature (Circle one: Administrator / Adviser / Editor / Manager)	Please Print Name	Is a Purchase Order Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (OO #)
Customer Representative (Please Print)	Accepted at Balfour	
<b>David Hannonold</b>		

# PRINTING TRADE CUSTOMS

Trade Customs have been in general use in the printing industry throughout the United States and Canada for more than 90 years.

1. **QUOTATIONS/ESTIMATES** A quotation not accepted within 30 days may be changed.
2. **ORDERS** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.
3. **EXPERIMENTAL WORK** Experimental or preliminary work performed at the customer's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.
4. **CREATIVE WORK** Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
5. **ACCURACY OF SPECIFICATIONS** Quotations are based on the accuracy of the specifications provided. The provider can requote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
6. **VENUE** In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the District, State or Municipal Court, as appropriate, of the county of Dallas, State of Texas. The parties agree and stipulate that the essential terms of this contract are to be performed in said Dallas County.
7. **ELECTRONIC MANUSCRIPTS/IMAGES** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
8. **ALTERATIONS/CORRECTIONS** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
9. **PREPRESS PROOFS** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:
  - Proofs are not required by the customer.
  - The work is printed per the customer's OK.
  - Requests for changes are communicated verbally.
10. **PRESS PROOFS** Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
11. **COLOR PROOFING** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
12. **OVERRUNS/UNDERRUNS** Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
13. **CUSTOMER'S PROPERTY** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to the provider.
14. **DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the provider's address. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider or from the customer's supplier to the provider are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
15. **PRODUCTION SCHEDULES** Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
16. **CUSTOMER-FURNISHED MATERIAL** Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.
17. **OUTSIDE PURCHASES** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
18. **TERMS/CLAIMS/LIENS** Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The Provider's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.
19. **LIABILITY**
  1. **Disclaimer of Express Warranties.** The provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.
  2. **Disclaimer of Implied Warranties.** The Provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.
20. **INDEMNIFICATION** The customer agrees to protect the provider from economic loss and any other harmful consequences that might arise in connection with the work. This means the customer will hold the provider harmless and save, indemnify, and otherwise defend the provider against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.
  1. **Copyrights.** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
  2. **Personal or Economic Rights.** The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:
    - Promptly notifies the customer of legal action.
    - Gives the customer reasonable time to undertake and conduct a defense.
    - The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.
21. **STORAGE** The provider will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.
22. **TAXES** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.
23. **TELECOMMUNICATIONS** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.
24. **PREPARATORY MATERIAL** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.

Originally formally promulgated, Annual Convention, United Typothetae of America, 1922. Revised and updated and repromulgated, Printing Industries of America, Inc., 1945, 1974 & 1985. Updated and adopted by the Printing Industries of America, National Association of Printers and Lithographers and Graphic Arts Technical Foundation, 2003.

**Printing Industries of America, Inc.**

Adopted by Taylor Publishing Company June 2012

**13B.5**  
**Page 11 of 11**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** AGREEMENT WITH PEOPLEADMIN INC.

**BACKGROUND INFORMATION:**

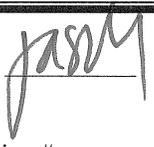
The San Ysidro School District would like to enter into an agreement with PeopleAdmin Inc. to subscribe to TalentEd software product, an intuitive software used to recruit, hire, develop and retain employees. The software will provide a secure, organized, and efficient personnel record keeping and documentation system that will assist human resource employees in managing the cumbersome and time consuming work of “onboarding” employees in San Ysidro School District.

**RECOMMENDATION:**

Approve the agreement with PeopleAdmin Inc. for the subscription to TalentEd software products.

---

Renewal    New    Amendment    Ratify    Other

Business Services Reviews: 

Financial Implications?

Yes    No

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

Yes    No

Requisition #:

\$8,325.00

(Amount)

General Fund

(Name of funding source and/or location)

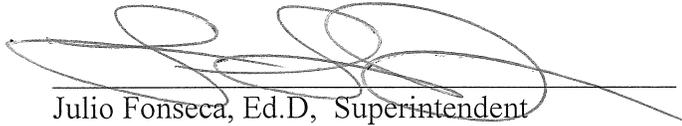
(Funding account number)

---

Recommended for:    Approval    Denial

Certification Requested    Yes    No

**Superintendent's Office Certification:**

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

Customer Name San Ysidro Elementary School District			
Street Address 4350 Otay Mesa Rd	City San Ysidro	State CA	Zip 92173

This Master Services Agreement (“Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ (“Effective Date”), by and between PeopleAdmin, Inc. (“Company”) a Delaware corporation, and Customer (as identified above). PeopleAdmin offers access to its system which assists Customer in automating certain human resources administrative tasks (the “System”). The PeopleAdmin Systems is offered as a software as a service (SaaS) which is centrally hosted by PeopleAdmin and accessed by the Customer remotely via the web.

1. **Services.** During the term of this agreement, provided timely payment of the applicable fees, Company shall (i) provide Customer access to the System modules listed on any applicable Order Form (SaaS Services), along with associated Support (Support Services) and (ii) perform any professional services, including, but not limited to, implementation, training and other consulting services (Professional Services), listed on any applicable Order Form(s) and described in any attached Statement of Work (“SOW”). SaaS Services and Professional Services are referred to herein as the “Services”. Customer authorizes Company to provide the Services and agrees to pay the associated fees as set forth in the attached Exhibits and additional Exhibits or SOWs as the parties may agree to from time to time.

a. **SAAS Subscriptions.** Company will provide to Customer access to the System modules listed on any Order Form(s) for the Subscription term indicated therein. Access to the SaaS Services is limited to the version of the System in Company’s production environment. Company regularly updates the SaaS Services and reserves the right to add and/or substitute functionally equivalent features from time to time at its sole discretion. Company will provide Customer online access to and use of the SaaS Service via the Internet by use of a Company-approved Customer -provided browser. The Service will be hosted on a server that is maintained by Company or its designated third party supplier or data center.

2. **Affiliates.** “Affiliate” means any entity including, but not limited to, a corporation, company, partnership, LLC/LP or joint venture that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with a party. Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, regardless of percentage, by contract or otherwise.

a. Affiliates of either party may execute and Order Form and/or enter into a SOW under this Agreement. The contracting Affiliate assumes the rights, privileges, protections and responsibilities of the original contracting party under this Agreement with respect to the applicable SOW. The contracting Affiliate, and not the original contracting party, will be solely liable for its obligations (including payment) and liability of any name or nature under the Order Form or SOW. A party will assert any claim arising out of or related to the Order Form or SOW (including, but not limited to, execution, inducement to enter into, performance, non-performance, or breach) only against the contracting Affiliate.

3. **Term and Termination.** The Initial Term of this Agreement will be 12 months as noted above, 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. The Effective Date for the Initial Term is upon Company’s notification to Customer of completion of the implementation of the SaaS Subscription set forth on the Order Form. Either party may terminate this Agreement, for any reason, with at least forty-five (45) days’ prior written notice to the other party, with such termination to be

effective at the end of the Initial Term or any Renewal Term as applicable.

4. **Billing and Payment.** Fees are due to Company no later than 30 days following the date of execution of the Order Form. Interest accrues on past due balances at the lesser of a 1½% per month or the highest rate allowed by law. If Customer fails to make timely payments of any undisputed fees, Customer shall be in material breach of the Agreement. In the event of such payment breach, Company will be entitled to suspend any or all Services upon 10 days written notice to Customer and/or to modify the payment terms, and to request full payment before any additional performance is rendered by Company. Payment of fees is under no circumstances subject or conditioned by the delivery of future products or functionality not otherwise set forth in the Agreement. PeopleAdmin will submit an invoice for the subsequent term’s Service Fee, plus the applicable annual fee increase, to Customer at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. Subsequent service fees for any renewal term will be due thirty (30) days from the first day of such renewal term. If an undisputed amount owed by Customer for the Initial Term, or any subsequent Renewal Terms becomes more than sixty (60) days past due, Customer’s access to the PeopleAdmin System may be interrupted until payment is received.

a. **Taxes.** Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Customer agrees to pay any taxes, other than those based on Company’s net income, arising out of the Agreement. If Customer is tax-exempt, Customer agrees to send Company a copy of its tax-exempt certificate upon execution of this Agreement. Customer agrees to indemnify Company from any liability or expense incurred by Company as a result of Customer’s failure or delay in paying taxes due.

5. **Acceptable Use.** Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties’ similar use; (b) not violate or tamper with the security of any Company computer equipment or program. If Company has reasonable grounds to believe that Customer is utilizing the Services for any such illegal or disruptive purpose Company may suspend the Services immediately with or without notice to Customer. Company may terminate the Agreement as contemplated in Section 3 if Customer fails to adhere to the foregoing acceptable use standards.

a. Customer is solely responsible for obtaining and maintaining at its own expense all equipment needed to access the SaaS Services. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the data it submits to the Services.

b. **No Liability for Customer Procedures.** Company carries out procedures specified solely by Customer, and Company expressly denies all liability for Company’s implementation of Customer’s procedures including, but not limited to, Customer’s hiring and screening

criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by Company, and Customer is entirely responsible for reviewing the Services provided by Company on Customer's behalf to ensure compliance with Customer's procedures. Company makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, PeopleAdmin reserves the right to refuse to implement such procedures or criteria. Company also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data.

c. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is entirely responsible for any and all activities that occur under Customer's account. Customer agrees to immediately notify Company of any unauthorized use of Customer's account or any other breach of security known to Customer. Company shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. PeopleAdmin will maintain Customer's passwords as confidential and will not disclose them to third parties.

6. **Warranty and Disclaimer.** Company warrants that the services will be performed in all material respects in accordance with the services policies referenced in the applicable SOW or Order Form.

COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT PEOPLEADMIN WILL CORRECT ALL SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PEOPLEADMIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNITY OBLIGATIONS, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID TO PEOPLEADMIN BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS.

8. **Confidential Information.** "Confidential Information" means any proprietary or confidential information that at the time of disclosure is marked as "proprietary" or "confidential," is reasonably

identifiable as the disclosing party's proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer's job applicant information, personnel data, and hiring criteria, Customer's and Company's forms, Company's software used to provide the System, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.

a. **Injunctive Relief.** In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

9. **Customer Responsibility.** Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify and hold harmless Company from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all third-party claims by any person based upon the content of any such communications. Customer is not permitted to resell the Services. Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs. Customer is responsible for establishing designated points of contact to interface with PeopleAdmin.

10. **Rights Granted.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, personal, non-transferable right to access the Services during the Term of this Agreement solely for internal use. Customer shall not (i) sell, market, rent, sub-license, or license any aspect of PeopleAdmin System or Intellectual Property or otherwise use the Services for any purpose other than as specifically provided in this Agreement. (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the System in whole or in part, for competitive purposes or otherwise, (iii) allow access to, provide, divulge or make available the System to any user other than those who have licenses to access; (iv) write or develop any derivative works based upon the System; (v) modify, adapt, translate or otherwise make any changes to the System or any part thereof; (vi) use the System to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Company's prior written consent, performance or capacity statistics or the results of any benchmark test

performed on the System or (viii) remove from the System identification, patent, copyright, trademark or other notices or circumvent or disable any security devices functionality or features. Customer obtains no ownership rights or any other rights in the Intellectual Property or the PeopleAdmin System, other than those specified in this Agreement. Customer grants Company a limited license to use Customer's transactional and performance data related to Customer's use of the Services (e.g., statistical information about the number of job applications processed) solely on an aggregated and de-identified basis as part of Company's overall statistics for marketing and analytical purposes, provided that PeopleAdmin does not reveal Customer's job applicant information, personnel data, or hiring criteria.

11. **Customer Data.** All data is owned by Customer and is to be strictly held as confidential. PeopleAdmin will delete and destroy all copies of data once the Agreement is terminated with or without default. Customer has the option to receive a backup of data prior to deletion per section 10. All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to PeopleAdmin. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of Company and all copyrights and other rights are hereby assigned to Company.

12. **General Provisions.**

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the parties and shall be binding on the parties when accepted by Customer. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon PeopleAdmin or effective for any purpose, unless accepted by PeopleAdmin in writing

b. It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, Company's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

c. **Independent Contractor.** The relationship of Company and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish Company as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.

**PeopleAdmin, Inc.:**

\_\_\_\_\_  
*Company Signature*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

d. Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other, which shall not be unreasonably withheld and for which no additional consideration shall be necessary; provided, however, that either party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to an Affiliate, or in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any purported assignment in violation of this section shall be void. Subject to this section, this Agreement is binding upon and is for the benefit of the parties and their respective successors and permitted assigns.

e. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. **Waiver.** No delay or failure of Company or Customer in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by Company or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14. **Force Majeure.** Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

15. **Governing Law.** This Agreement shall be governed by and construed in according with the laws of the State of California without regard to its conflict of laws principles. All actions, suits, or legal proceedings arising out of or related to this Agreement will be brought only in the federal or state courts located in San Diego County, California and the parties consent to the exclusive jurisdiction of such courts.

16. **Entire Agreement.** This Agreement, including any executed SOWs or Order Forms, is the complete and exclusive statement of the mutual understanding of the parties and supersedes any and all previous written and oral agreements, negotiations, and communications relating to its subject matter. This Agreement and any SOWs may only be modified or amended in a writing signed by both parties.

**Customer:**

\_\_\_\_\_  
*Customer Signature*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Order Form**

Order Number: 2015-02001  
 Quote Expiration Date: 1/1/2016  
 Contract Term (Months): 12

Presented To:  
 Amy Hunt

**Subscription Products**

Product Name	Annual Subscription Fee
TalentEd Records - Essentials Edition	\$7,500.00
<b>Annual Increase: 8 %</b>	<b>Total Annual Subscription \$7,500.00</b>

**Services and Training**

Product Name	Quantity	One Time Fee
Online Training - TalentEd Records - Essentials Edition	1	\$825.00
	<b>Total Sales Price</b>	<b>\$825.00</b>
	<b>Total</b>	<b>\$8,325.00</b>

**Terms and Conditions:**

Services are subject to the terms of the Master Services Agreement agreed to by the parties.

The term of the Agreement is for 12 months.

Product start date will be based on date of execution of this Order Form.

All fees are due within 30 days of execution of this Order Form. Subsequent service fees for any renewal term (subscription products only) will be due thirty (30) days from the first day of such renewal term and are subject to an 8% annual increase.

**Add On Orders Only:**

All Annual Fees for add on orders will be prorated based on the date of execution through the end of the current contract term.

At the time of renewal, Customer may be entitled to a credit for the period of time between the date of execution and the go live date for that product.

All training services must be completed within three (3) months of purchase.

Except where required by law, the contents of this proposal should not be duplicated, used, or disclosed in whole or in part for any other purpose other than to evaluate this proposal or solicitation without express written permission of PeopleAdmin, Inc. Information provided within this proposal is valid for 90 days from the date on the cover letter.

**Customer:** San Ysidro Elementary School District

\_\_\_\_\_  
*Customer Signature*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** RELIANCE COMMUNICATIONS, INC. – SCHOOLMESSENGER

**BACKGROUND INFORMATION:**

Reliance Communications provides an online communications application "SchoolMessenger". SchoolMessenger has been a very useful tool in communicating important messages to large volumes of students/parents with simple programming.

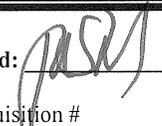
The District is requesting authorization to renew the services of Reliance Communications, Inc.'s SchoolMessenger license grant for the San Ysidro Middle School.

**RECOMMENDATION:**

Approve the renewal of the Reliance Communications, Inc. SchoolMessenger services for the 2015-16.

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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)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**Reliance Communications, LLC.**

SchoolMessenger  
11808 Miracle Hills Drive  
Omaha NE 68154  
United States  
PH: 888-527-5225 | FAX: 800-360-7732

**Date** 9/24/2015  
**Renewal Quote #** 75581  
**Expires** 10/1/2015  
**Type**  
**Representative** AM Heather Wilson

**Prepared for:**

San Ysidro Middle School  
4345 Otay Mesa Rd  
San Ysidro CA 92173-1623

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	2,348.35	2,348.35

**Thank you for your order!**  
**Please make checks payable to: Reliance Communications, LLC.**

**Total** \$2,348.35

The terms and conditions available at [www.schoolmessenger.com/webterms](http://www.schoolmessenger.com/webterms) apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement.



# SchoolMessenger Renewal Authorization

## ACCOUNT INFORMATION

District Name: San Ysidro Middle School - 00181776  
Renewal Rate: \$ 2,242.50 Authorization Date: September 24, 2015  
Renewal Quote: 75581 Renewal Date: November 1, 2015

## ACKNOWLEDGEMENTS

Reliance Communications, LLC d/b/a SchoolMessenger ("Provider") will continue to provide the district named above ("Client") with the online communications applications further described in the Reference Quote subject to the following terms and conditions:

### Order Authorization Terms.

The terms and conditions available at [www.schoolmessenger.com/webterms](http://www.schoolmessenger.com/webterms) will apply to this order authorization, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement. The terms of this order will govern any conflict with the above-mentioned terms, and Client's issuance of a purchase order for any or all of the items described in the Reference Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

### Term and Termination.

This Agreement will commence on the Service Start Date and continue for 12 months (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Client may terminate this agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter, by providing written notice to Provider at least 30 days prior to the end of the then-current term.

### Limited Warranty and Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE ORDER APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

### Agreed and Acknowledged by the following who is authorized to sign on behalf of the Client:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(or initials if signing electronically) \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** MEMORANDUM OF UNDERSTANDING WITH CATHOLIC CHARITIES  
FOR FOSTER GRANDPARENT PROGRAM

**BACKGROUND INFORMATION:**

The mission of the Foster Grandparent Program is to create an enriching environment for retired Seniors to remain active while making an impact on the needs of their communities. Senior volunteers provide one-to-one assistance for children with special and exceptional needs including tutoring and mentoring.

The San Ysidro School District has been a host site for the Foster Grandparent Program for over 26 years. Each year, Catholic Charities, the program sponsor for the Foster Grandparent Program, renews their agreement to host the program with a "Memorandum of Understanding" outlining the responsibilities of the host and sponsor. The Preschool & Child Development Program accommodates five (5) grandparent volunteers to assist staff at the Child Development Center and one (1) grandparent volunteer to assist staff at the Sunset Preschool. Each Foster Grandparent Volunteer receives a daily meal from the school site cafeteria. The in-kind cost per meal is \$4.00 per Foster Grandparent Volunteer. Note: No religious instruction/worship is offered through this program.

**RECOMMENDATION:**

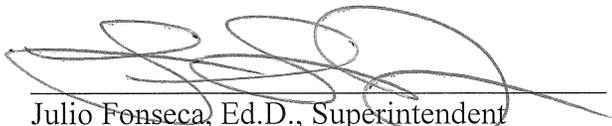
Approve the renewal of the agreement with Catholic Charities that will be in effect from January 1, 2016 through December 31, 2016.

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<input checked="" type="checkbox"/> <b>Renewal</b> <input type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Amendment</b> <input type="checkbox"/> <b>Ratify</b> <input type="checkbox"/> <b>Other</b>		<b>Business Services Reviewed:</b> <u>farm</u>
Financial Implications?	Are funds for this item available in the 2015-2016 Budget?	Requisition #
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<div style="border: 1px solid black; padding: 5px; text-align: center;">\$3,800</div> <p>(Amount)</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">Preschool &amp; Child Development Donation Account</div> <p>(Name of funding source and/or location)</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">--</div> <p>(Funding account number)</p>

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Recommended for:     Approval     Denial    Certification Requested     Yes     No  
**Superintendent's Office Certification:**

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

**CATHOLIC CHARITIES  
FOSTER GRANDPARENT PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

*Catholic Charities  
And  
San Ysidro School District CDC*

Agree to abide by the attached basic provisions, which become part of this agreement. The Sponsor's (Catholic Charities) representative who will serve as liaison with the volunteer station is Sharin Yetman, Program Director and/or her designee.

The volunteer station's representative will serve as liaison with the sponsor and will be directly responsible for the volunteer's service orientation and supervision. This agreement may be amended with thirty days' notice for a major alteration of terms and immediately for a minor change by either of the parties.

**The Memorandum of Understanding will be in effect from January 1, 2016 through December 31, 2016.**

1. The sponsor will:

- a. recruit, interview, screen (including fingerprinting and reference checks), enroll, provide orientation, and refer volunteers to the Volunteer Station.
- b. furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program (FGP) Guidelines.
- c. retain full responsibility for the management and fiscal control of the program.
- d. require physical examination for all volunteers prior to assignment and annually thereafter.
- e. specify those activities which are appropriate and inappropriate for volunteers to perform.
- f. provide on-going in-service training for volunteers throughout their tenure in the program.
- g. in cooperation with the FGP Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the Volunteer Station and/or the Sponsor.

2. The Volunteer Station will:

1.   X   accommodate   7   Foster Grandparent Volunteers to serve at least 2 children each who have special or exceptional needs for a minimum period of 20 hours per week.
2.   X   develop and track Volunteer Assignment Plans (VAPs), as appropriate, for each child assigned to a Foster Grandparent.
3.   X   assist the FGP Director to develop and monitor Programming for Impact (PFI) plans and track related data in conformity with federal program regulations.
4.   X   compile and/or provide to the FGP Director outcome related data for year- end accomplishment reports.
5.   X   designate a Volunteer Station Coordinator to serve as liaison with the Program.
6.   X   provide supervision of volunteers in coordination with the FGP staff.
7.   X   provide volunteers with site specific orientation, training and assignments which utilize their skills and abilities.
8.   X   provide cash/in-kind contribution(s) in support of the program.  
\*\*In-kind meals only.
9.   X   have the right to request the FGP Director to transfer or remove a volunteer.
10.   X   provide for adequate health and safety protection of volunteers at the volunteer station.
11.   X   validate volunteer's time sheets and submit necessary reports, such as: Volunteer Performance Reviews, Volunteer Assignment Plans, Accident & Injury incident reports and year end accomplishment reports.
12.   X   Comply with all applicable civil rights laws and regulations including reasonable accommodations for Foster Grandparents with disabilities and ensure all Foster Grandparent Volunteers are treated equally without discrimination to the effect that no person shall

because of age, race, color, national origin, religion, marital status, political affiliation, sex, gender preference or disability be excluded from participation in or be denied the benefits of, or otherwise subject to discrimination under any program or activity receiving federal or state assistance; and hereby give assurance that the host site station will immediately take any measure necessary to effectuate this agreement.

13.   X   provide recognition of volunteer's contributions at volunteer Stations, and support annual Foster Grandparent Program recognition luncheon.
14.   X   provide meeting space for training purposes, individual interviews and consultations.
15.   X   notify program staff immediately of any accident or emergency involving a Foster Grandparent
16.   X   ensure that Catholic Charities is listed as the program sponsor in any media announcements and marketing or advertising materials, when the information is related to the Catholic Charities Foster Grandparent Program.
17.   X   With the exception of proprietary health care facilities, this volunteer station is a public or private non-profit agency and/or organization.

Signers:

FOSTER GRANDPARENT PROGRAM

By \_\_\_\_\_  
Sister RayMonda DuVall

TITLE Executive Director,  
Catholic Charities

ADDRESS 349 Cedar Street  
San Diego, CA 92101-3197

DATE \_\_\_\_\_

VOLUNTEER STATION

San Ysidro School District CDC

BY: \_\_\_\_\_  
Lorena Varela-Reed

TITLE Coordinator

ADDRESS  
1880 Smythe Avenue

San Ysidro, CA 92173

619-428-2352

DATE December 11, 2015

By \_\_\_\_\_  
Sharin Yetman

TITLE Executive Director,  
Catholic Charities

ADDRESS 349 Cedar Street  
San Diego, CA 92101-3197

DATE \_\_\_\_\_

SYSD REPRESENTATIVE

San Ysidro School District

BY: \_\_\_\_\_  
J. Arturo Sanchez Macias

TITLE Chief Operations Officer

ADDRESS  
4350 Otoy Mesa Road

San Ysidro, CA 92173

619-428-4476

Board Approved: December 10, 2015

DATE : December 10, 2015  
TO: Foster Grandparent Program of San Diego County  
FROM: Lorena Varela-Reed, San Ysidro School District CDC  
RE: In-Kind Meals

---

This is to certify that between the period of January 1, 2016 through December 31, 2016, meals at a minimum value of \$ 4.00 (initial       ) each will be provided by our facility from non-federal funds for Foster Grandparent volunteers assigned at this site.

Foster Grandparents' time sheets will verify the number of meals provided monthly.

\_\_\_\_\_  
Volunteer Station Administrator

December 10, 2015  
Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

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

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

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

**AGENDA ITEM:** AGREEMENTS WITH DEPARTMENT OF HEALTH CARE SERVICES FOR PROVIDER PARTICIPATION AND DISCLOSURE/USE OF MEDICAL DATA

**BACKGROUND INFORMATION:**

Provider Participation Agreement (PPA): The purpose of this agreement is to permit qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California's Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS), California Department of Education (CDE), (DHCS and CDE collectively "the State"), and LEA is to improve access to needed services for children. This PPA sets out responsibilities relative to the LEA Provider's participation in the LEA Medi-Cal Billing Option Program.

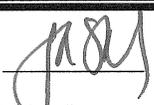
Agreement for Disclosure & Use of Medi-Cal Data: Department of Health Care Services (DHCS) and San Ysidro School District (parties) enter into this Agreement in order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

**RECOMMENDATION:**

Approve/Ratify the Agreements with Department of Health Care Services for school year 2015-2016.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

Special Education

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**  
Local Educational Agency (LEA)  
Medi-Cal Provider Enrollment Information Sheet  
**2015-2016 Fiscal Year**



EDMUND G. BROWN JR.  
GOVERNOR

Date: November 12, 2015

Official LEA Name: San Ysidro School District

Doing Business As: \_\_\_\_\_  
(If different from the Official LEA Name)

Check all that apply  New LEA (Complete PPA)  Charter School  Billing Consortium (Complete Consortium Billing Page)  Update LEA Name (Complete PPA)

**LEA Address**

Update Address

LEA Administrative Office Address: 4350 Otay Mesa Road, San Ysidro, CA 92173  
(Not a Post Office Box)

Payment/Mailing Address: \_\_\_\_\_  
(If updating Payment/Mailing Address, submit Form 6209 to PED and new PPA to DHCS)

**LEA Contact Information**

Update Contact

Primary Contact: Romeo S. Diacosta Title: Special Education Technician

Phone Number: (619) 428-4476 x 389 Email: rdiacosta@sysd.k12.ca.us

Secondary Contact: \_\_\_\_\_ Email: \_\_\_\_\_

**LEA Vendor/Billing Agent Information**

Update Vendor Information

Vendor/Billing Agent: Paradigm Healthcare Services Phone: (888) 536-0920

Contact Person: Constance Laflamme Email: \_\_\_\_\_

**LEA Identification Codes**

California School Directory (CDS) Code: 37-68379-0000000

National Provider Identification (NPI) Number: 1912113192

LEA Federal Employer Identification Number (EIN): 95-6002821

Data Universal Numbering System (DUNS) Number: 078733565

**LEA Authorization**

Signature of Authorized Representative: \_\_\_\_\_

Typed or Printed Name of Authorized Representative: Arturo Sanchez-Macias

Typed or Printed Title of Authorized Representative: Chief Operating Officer

**DHCS USE ONLY**

Effective Date: \_\_\_\_\_

Date Added: \_\_\_\_\_

13B.9



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services  
Local Educational Agency (LEA)  
Consortium Billing  
2015-2016 Fiscal Year



EDMUND G. BROWN JR.  
GOVERNOR

\* Enter the LEA name, CDS Code, and District for each LEA billing under the NPI number provided. Print additional pages if needed.  
\*\* Do not include individual schools within the district.

The following LEAs are part of: San Ysidro School District consortium and bill under  
(Type LEA Name)

NPI #: 1912113192  
(Type NPI Number)

	LEA Name	CDS Code (enter all 14 digits)	District Name (if different than LEA Name)	Charter (Yes/No)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**  
Local Educational Agency (LEA)  
CERTIFICATION OF STATE MATCHING FUNDS FOR LEA SERVICES



EDMUND G. BROWN JR.  
GOVERNOR

(LEA Program Annual Report: ATTACHMENT 1)

1912113192
National Provider Identification Number

In accordance with the California Code of Regulations (22 CCR 51270), Local Educational Agencies (LEAs) are required to certify a specific amount available in non-federal matching fund to participate in the LEA Medi-Cal Billing Option Program. The Local Educational Agency:

**San Ysidro School District**

(LEA Name)

has budgeted \$ 1,669,520.00 for the fiscal year beginning **July 1, 2015** and ending **June 30, 2016** to cover wages, benefits, and administrative costs of employees who provide health services and activities covered by the LEA Medi-Cal Billing Option Program.

This also certifies that the funds budgeted for the fiscal year are non-federal, certified public LEA Medi-Cal Billing Option Program eligible funds to finance LEA Program activities. These funds will be matched through the LEA Program claiming process to receive an equal amount of federal Medicaid funds. Once the LEA named above has received reimbursement from Medicaid in the amount set forth above, billings from this LEA shall cease until such time as it is re-certified that additional matching funds are available.

The undersigned is authorized to enter into this agreement on behalf of named School District/LEA; therefore, the School District/LEA is bound to the terms and conditions contained herein.

Date: 11/17/15

Signature of Authorized Representative

**Arturo Sanchez-Macias**

Name of the Authorized Representative

**Chief Operating Officer**

Title of the Authorized Representative



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**  
ANNUAL REPORT FINANCIAL STATEMENT DATA  
FOR PRIOR YEAR CLAIMING  
(LEA Program Annual Report: ATTACHMENT 1A)  
July 1, 2014 – June 30, 2015  
(LEA Medi-Cal Billing Option Revenue Only)



EDMUND G. BROWN JR.  
GOVERNOR

1912113192
National Provider Identification Number

The Local Educational Agency (LEA):

**San Ysidro School District**

(LEA Name)

Total LEA dollars received during fiscal year 2014-2015 (a) \$ 681,852.00

(based on LEAs financial records)

Unspent LEA funds from previous fiscal year(s) (b) \_\_\_\_\_

Total Revenue (lines a + b) (c) \$ 681,852.00

California Education Code Section 8804(g) outlines the appropriate reinvestment of LEA funds. Using the check-boxes below, please indicate reinvestment expenditures made by your LEA during fiscal year 2014-2015, regardless of year the revenue was received (check all that apply):

- Health care, including:
  - (A) Immunizations
  - (B) Vision and hearing testing and services
  - (C) Dental services
  - (D) Physical examinations, diagnostic, and referral services
  - (E) Prenatal care
- Mental health services, including primary prevention, crisis intervention, assessments, and referrals, and training for teachers in the detection of mental health problems.
- Substance abuse prevention and treatment services.
- Family support and parenting education, including child abuse prevention and schoolage parenting programs.
- Academic support services, including tutoring, mentoring, employment, and community service internships, and inservice training for teachers and administrators.
- Counseling, including family counseling and suicide prevention.
- Services and counseling for children who experience violence in their communities.
- Nutrition services.
- Youth development services, including tutoring, mentoring, recreation, career development, and job placement.
- Case management services.
- Provision of onsite Medi-Cal eligibility workers.
- Other: LVN's salary.

13B.9



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
**Department of Health Care Services**  
STATEMENT OF COMMITMENT TO REINVEST  
FOR CURRENT YEAR CLAIMING  
(LEA Program Annual Report: ATTACHMENT 2)



EDMUND G. BROWN JR.  
GOVERNOR

1912113192  
National Provider Identification Number

The Local Educational Agency (LEA):

San Ysidro School District  
(LEA Name)

hereby certifies that:

- 1) A local collaborative has been formed;
- 2) The local collaborative will include among its responsibilities the decision making process regarding the reinvestment of funds made available through participation in the LEA Medi-Cal Billing Option Program; and
- 3) The reinvestment of funds will remain within the school-linked support services identified in Article II, Sections 8, 9 and 10 of the Provider Participation Agreement.

As specified in the LEA Medi-Cal Billing Option Program Provider Participation Agreement (PPA), LEAs participating in the Medi-Cal Billing Option Program must submit an LEA Annual Report describing their collaborative, service priorities, and reinvestment expenditures each Fiscal Year (FY). Please describe the role of your LEA's collaborative by answering how reinvestment decisions are made, and the planned frequency of meetings.

1. Description of LEA Medi-Cal Collaborative decision-making process and frequency of meetings:  
(The LEA collaborative is required to meet a minimum of twice per year)

a. How are LEA Medi-Cal Collaborative decisions made? (Check one)

- Consensus                       Majority Vote                       Other

b. What is the frequency of LEA Medi-Cal Collaborative meetings? (Check one)

- Monthly                                       Every Other Month  
 Quarterly                                       Every Six Months  
 Other - Explain: \_\_\_\_\_

2. Anticipated service funding priorities of the LEA Medi-Cal Collaborative for fiscal year 2015-2016  
(Please describe plans for the potential use of Medi-Cal reimbursement that your LEA has not received yet)

List Program Service Items:

LVN Salary and medical supplies.

DEPARTMENT OF HEALTH CARE SERVICES

AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

In order to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, DHCS and San Ysidro School District (parties) enter into this Agreement to comply with the following specific sections. This Agreement shall be binding on any successors to the parties.

- 1. This Agreement is by and between the California Department of Health Care Services and San Ysidro School District (User(s)).
2. This Agreement addresses the conditions under which DHCS will disclose and the User(s) will obtain and use Medi-Cal data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further that instructions or interpretations issued to the User(s) concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the DHCS point-of-contact specified in Section 4 or the DHCS signatories to this Agreement shown in Section 22.
3. The parties mutually agree that the following named individuals are designated as "Custodians of the Files" on behalf of the User(s) and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use or disclosure. The User(s) agree to notify DHCS within fifteen (15) days of any change to the custodianship information.

Saudin Bahonjic
Name of Custodian of Files
LEA Billing Operations Associate
Title/Component
Paradigm Healthcare Services
Company/Organization
500 Sansome Street, Suite 500
Company Address
San Francisco, CA 94111
City/State/Zip
415/489-1372
Phone Number / Email Address

User Initial. [Handwritten Signature]

4. The parties mutually agree that the following named individual will be designated as "point-of-contact" for the Agreement on behalf of DHCS.

**Cheryl Ward**

**Local Educational Agency (LEA) Medi-Cal Billing Option Program**

**(916) 552-9274**

**Cheryl.Ward@dhcs.ca.gov**

5. The parties mutually agree that the following specified Attachments are part of this Agreement:

Attachment A: Data Files

Attachment B: SSA Agreement

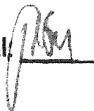
Attachment C: Security Controls

Attachment D: Notification of Breach

Attachment E: Certificate of Destruction

6. The parties mutually agree, and in furnishing data files hereunder DHCS relies upon such agreement, that such data file(s) will be used solely for the following purpose: Data is released to LEAs for the purpose of verifying Medi-Cal eligibility of the beneficiaries. Services are being provided to special needs students, and prior to services being rendered LEAs are obligated to verify the students' (beneficiaries') eligibility. We have determined that the data listed in Attachment A is the minimum amount needed for this purpose.
7. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and personal information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, 42 CFR Part 2, and the provisions of other applicable federal and state law. User(s) specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 6 of this Agreement. User(s) also specifically agree they will not use any DHCS data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than DHCS as provided in this Agreement.
8. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

User Initial



- a. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
  - b. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
  - c. Personal Information (PI) shall have the meaning given to such term in Civil Code section 1798.29.
  - d. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
  - e. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
  - f. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
  - g. Unsecured PHI shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.
9. The User(s) represent and warrant that, except as DHCS shall authorize in writing, the User(s) shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. The User(s) agrees that, within the User(s)' organizations, access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this Agreement or Attachment A and to those individuals on a need-to-know basis only. User(s) shall not use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. The User(s) shall not use the information to identify or contact any individuals.

User Initial: 

10. The User(s) agree to notify DHCS within 30 days of the completion of the purpose specified in section 6. Upon such completion, the User(s) shall destroy all electronic data files with DHCS data by wiping such data using Department of Defense standards or as approved by DHCS. The User(s) shall destroy all paper documents with DHCS data by using a confidential method of destruction, such as crosscut shredding or contracting with a company that specializes in confidential destruction of documents. The User(s) shall certify the destruction of the file(s) in writing within 30 days of the destruction. A statement certifying this action must be sent to the DHCS point-of-contact listed in section 4. The User(s) agree that no data from DHCS records, any parts or copies thereof, including files derived from DHCS records (electronic, hardcopy or otherwise), shall be retained when the files are destroyed unless authorization in writing for the retention of such files has been received from the DHCS person designated in section 4.
11. The User(s) agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The User(s) also agree to provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies. If the data obtained by User(s) from DHCS includes data provided to DHCS by the Social Security Administration (SSA), User(s) shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. In addition, the User(s) agree to comply with the specific security controls enumerated in Attachment C of this Agreement. The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide DHCS data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the User(s) with respect to such information.
12. The users acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164, of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an

User Initial: 

audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order The User(s) also agree to ensure that any agents, including a subcontractor, to whom they provide the DHCS data, agree to the same restrictions and conditions that apply to the User(s) with respect to such information.

13. The User(s) agree to report to DHCS any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery, and to take further action regarding the use or disclosure as specified in Attachment D, Notification of Breach, of this Agreement.
14. User(s) agree to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, User(s) shall observe the following requirements.
  - a) User(s) shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose DHCS data; and
  - b) User(s) shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
15. From time to time, DHCS may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books and records of User(s) to monitor compliance with this Agreement. User(s) shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, User(s)' facilities, systems and procedures does not relieve User(s) of their responsibility to comply with this Agreement.
16. The User(s) acknowledge that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. The User(s) further acknowledge that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the User(s), or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
17. By signing this Agreement, the User(s) agree to abide by all provisions set out in this Agreement and in Attachments B, C and D and for protection of the data file(s) specified in this Agreement, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, the User(s) agree that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of DHCS data may result in denial of access to DHCS data.

User Initial: 

18. This Agreement shall terminate at the time of the completion of the project which is described in paragraph 6, or on December 1, 2018, whichever event occurs later, and at that time all data provided by DHCS must be destroyed as set forth in Section 10, above, and a certificate of destruction sent to the DHCS representative named in Section 4, unless data has been destroyed prior to the termination date and a certificate of destruction sent to DHCS. All representations, warranties and certifications shall survive termination.
19. Termination for Cause. Upon DHCS' knowledge of a material breach or violation of this Agreement by User(s), DHCS may provide an opportunity for User(s) to cure the breach or end the violation and may terminate this Agreement if User(s) does not cure the breach or end the violation within the time specified by DHCS. DHCS may terminate this Agreement immediately if User(s) breach a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, User must destroy all PHI and PI in accordance with Section 10, above. The provisions of this Agreement governing the privacy and security of the PHI and PCI shall remain in effect until all PHI and PI is destroyed or returned to DHCS.
20. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement.
21. The Custodian, as named in Section 3, hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User(s), and agrees in a representative capacity to comply with all of the provisions of this Agreement on behalf of the User(s).

**Saudin Bahonjic**

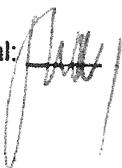
\_\_\_\_\_  
Name of Custodian of File(s)

**LEA Billing Operations Associate**

\_\_\_\_\_  
Title/Component

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

User Initial: 

22. On behalf of the User(s), the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

**Arturo Sanchez-Macias**

Name

**Chief Operating Officer**

Title/Component

**San Ysidro School District**

**1912113192**

Company/Organization

NPI Number

**4350 Otay Mesa Road**

Company Address

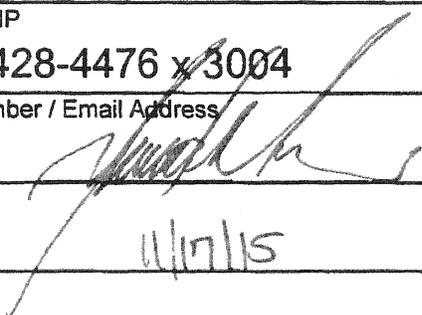
**San Ysidro, CA 92173**

City/State/ZIP

**(619) 428-4476 x 3004**

Phone Number / Email Address

Signature



Date

**11/17/15**

23. On behalf of DHCS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

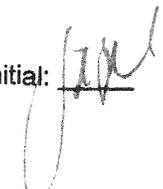
Name of DHCS Representative

Title/Component

Signature

Date

User Initial: AS





State of California—Health and Human Services Agency  
**Department of Health Care Services**  
 Local Educational Agency (LEA)  
**Provider Participation Agreement**



EDMUND G. BROWN JR.  
GOVERNOR

1912113192
National Provider Identification Number

Effective Agreement Start Date: July 1, 2015

Official LEA Provider Name: San Ysidro School District

**ARTICLE I – STATEMENT OF INTENT**

The purpose of this Provider Participation Agreement (PPA) is to permit qualified Local Educational Agencies (LEA) - Provider Type 55 to participate as providers (LEA Provider) of services under California’s Medicaid program (Medi-Cal). The mutual objective of the California Department of Health Care Services (DHCS), California Department of Education (CDE), (DHCS and CDE collectively “the State”), and LEA is to improve access to needed services for children. This PPA sets out responsibilities relative to the LEA Provider’s participation in the LEA Medi-Cal Billing Option Program.

**ARTICLE II – LEA PROVIDER RESPONSIBILITIES**

By entering into this PPA, the LEA Provider shall:

1. Comply with Welfare and Institutions Code (W&I Code), Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200); California Code of Regulations (CCR), title 22, Division 3 (commencing with Section 50000); the Medi-Cal Provider Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Sections 8800 and 49400; all as periodically amended.
2. Retain necessary records for a minimum of three years from the date of submission of the LEA Cost and Reimbursement Reconciliation Schedule (CRCS) as set forth in the Medi-Cal Provider Manual, Inpatient/Outpatient LEA section (LEA Provider Manual) on Pages 10 and 11.
3. Ensure that all Medi-Cal covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with CCR title 22; Business and Professions Code, Division 2, Sections 500 through 4998; and Education Code Section 44000.
4. Ensure that all Medi-Cal beneficiaries are aware of and understand the freedom of choice options outlined in Section 1902(a)(23) of the Social Security Act (SSA) as specified in 42 Code of Federal Regulations (CFR) Sections 431.51(a)(1) and 441.18(a)(1).

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District

NPI Number: 1912113192

5. Ensure services billed using the National Provider Identification (NPI) number will not be separately billed by the rendering practitioners.
6. Annually put forth and certify the public portion of federal claiming dollars for unique LEA bundled services only as specified in 22 CCR 51270. (Attachment 1: Certification of the Public Portion of Federal Claiming Dollars for current fiscal year)
7. Accept as payment the approved LEA service rates minus the following LEA Medi-Cal Billing Option Program related costs as set forth on page 12 of the Provider's Guide (*located a prov*) section of the LEA Provider Manual.
8. Reinvest federal funds received for LEA services into services for school children and their families. These funds shall be used to supplement, not supplant, existing services.

LEA Medi-Cal Billing Option Program reimbursement may be reinvested in allowable LEA services as set forth in Education Code Section 8804(g):

- (1) Health care, including:
    - (A) Immunizations.
    - (B) Vision and hearing testing and services
    - (C) Dental services
    - (D) Physical examinations, diagnostic, and referral services.
    - (E) Prenatal care.
  - (2) Mental health services, including primary prevention, crisis intervention, assessments, and referrals, and training for teachers in the detection of mental health problems.
  - (3) Substance abuse prevention and treatment services.
  - (4) Family support and parenting education, including child abuse prevention and school age parenting programs.
  - (5) Academic support services, including tutoring, mentoring, employment, and community service internships, and in-service training for teachers and administrators.
  - (6) Counseling, including family counseling and suicide prevention.
  - (7) Services and counseling for children who experience violence in their communities.
  - (8) Nutrition services.
  - (9) Youth development services, including tutoring, mentoring, recreation, career development, and job placement.
  - (10) Case management services.
  - (11) Provision of on-site Medi-Cal eligibility workers.
9. Ensure administrative costs are necessary and reasonable for the proper and efficient administration of the program. The cost of professional and consultant services are allowable when reasonable in relation to the services rendered and when not contingent upon recovery of costs from the federal government, as provided in OMB Circular A-87 § 32(a); and 45 CFR 74.45.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

10. Establish or designate an existing collaborative interagency human services group (local collaborative) at the county level or sub-county level to make decisions about the reinvestment of funds made available through the LEA Medi-Cal Billing Option Program as set forth in Education Code Section 8806.

The LEA collaborative is required to meet a minimum of twice a year. The process needs to promote full participation in policy development and decision making.

In conjunction with making decisions on reinvestment, the local collaborative should work toward assuming the following major functions:

- a. To identify needs and develop and coordinate community-wide strategies in response to identified and documented problems confronting children and families;
  - b. To promote innovative community services in order to ensure early, accessible, and responsive service delivery to families;
  - c. To coordinate fiscal strategies to assure more comprehensive services (e.g., receipt and allocation of funds; "pooling" of current agency funding for jointly developed services; leveraging of public and private resources, etc.); and
  - d. To assess and monitor outcomes for children and families.
11. Attest in writing that the local collaborative body (specified in Section 10 above) will make the reinvestment decisions (specified in Section 8 above) regarding the use of funds made available through LEA Medi-Cal Billing Option Program reimbursements. The Statement of Commitment to Reinvest (Attachment 2A) shall be signed by the authorized representatives for all members of the collaborative.
  12. Submit a LEA Annual Report (AR) outlined in 22 CCR 51270 and as set forth in the LEA Provider Manual, pages 5 and 6, by October 10th of each year to:

LEA.AnnualReport@dhcs.ca.gov

Note: Failure to submit the AR by the due date may result in suspension from the LEA Medi-Cal Billing Option Program.

13. Submit a LEA CRCS by November 30th of each fiscal year, as set forth in Page 6 of the LEA Provider Manual, to certify that the public funds expended for services provided have been expended as necessary for federal financial participation (FFP) pursuant to the requirements of SSA, Section 1903, Subdivision (w) and 42 CFR Section 433.50, et seq. for allowable medical costs.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

14. Adhere to and comply with all federal and State third-party liability requirements prior to billing Medi-Cal, including, but not limited to, any policy directives issued by Federal Health and Human Services (HHS) and Centers for Medicare and Medicaid Services (CMS) and the standards found in 42 United States Code (USC) Section 1396a, Subdivision (a), paragraph (25); 42 CFR Section 433.139; W&I Code Sections 14005, 14023.7, 14124.90; and 22 CCR 51005 and 50761 et. seq.
15. Conform any claims for LEA Services rendered by LEA Providers to the standards set forth in W&I Code Section 14115.
16. Not discriminate against any beneficiary on the basis of race, color, national or ethnic origin, sex, age, religion, political beliefs, or mental or physical disability.
17. Comply with the Family Educational Rights and Privacy Act (FERPA) by requiring that schools obtain written consent from the parent or guardian of the student prior to releasing any medical information from the student's education record. Pursuant to 34 CFR, Section 99.30, the written consent must specify the records that may be disclosed, state the purpose of the disclosure, and identify the party to whom the disclosure may be made.

Pursuant to the requirements found in 34 CFR 300.154, the LEA shall obtain written consent from the parent or guardian of the student to access the student's or parent's public benefits or insurance to pay for related services. The LEA shall seek written parental consent, subject to the requirements found in 34 CFR 300.154, for the release and exchange of personally identifiable information that may be disclosed (e.g. records or information about the services provided), which specifies that the purpose of the consent is for Medi-Cal billing purposes, and which specifies the Medi-Cal agency to which disclosure may be made. Prior to accessing the student's or parent's public benefits or insurance for the first time, and annually thereafter, the LEA shall provide written notification, consistent with 34 CFR 300.503(c), to the student's parents, that includes the provisions found in 34 CFR 300.154(d)(2)(v)(A-D).

Notwithstanding the above, the LEA shall comply with confidentiality requirements as specified in 42 USC Section 1320c-9; 20 USC Section 1232g; 42 CFR Section 431.300; 34 CFR Sections 99.30, 99.31 and 300.154; W&I Code Section 14100.2; 22 CCR Section 51009; and Education Code Sections 49060, and 49073 through 49079.

18. Comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) by requiring that schools obtain written consent from the parent or guardian of the student for the release and exchange of all relevant medical student information, when overall care is being coordinated between the school and another entity that is providing medically necessary services to the student, including Medi-Cal managed care health plans (MCPs). Schools and LEAs shall also coordinate care to minimize any duplication in services. LEAs may contract with MCPs or their delegated entities to render health care services separate and distinct from LEA services if mutually agreeable terms can be reached between the LEA and MCP.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

19. Ensure all applicable state and federal requirements are met in rendering services under this PPA. It is understood and agreed that failure by the LEA Provider to ensure all applicable state and federal requirements are met in rendering services under this PPA shall be sufficient cause for DHCS to deny or recoup payments to the LEA Provider and/or to terminate this PPA. In the event of a federal audit disallowance, the LEA Provider shall cooperate with DHCS in replying to and complying with any federal audit exception related to the LEA Medi-Cal Billing Option Program. The LEA Provider shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PPA. The LEA Provider shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PPA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand from DHCS.

If the LEA Provider fails to remit payment for a federal audit disallowance, and/or for any interest or penalties due for an audit disallowance, following a demand for such payment from DHCS, DHCS may, at its option: terminate this PPA, withhold future payments to the LEA Provider for services rendered, or recoup payments made to the LEA Provider for services rendered under the LEA Medi-Cal Billing Option Program.

20. Utilize current safety net and traditional health care providers when those providers are accessible to specific school sites identified by the LEA Provider to participate in this program, rather than adding duplicate capacity.
21. Adhere to and comply with all HHS and CMS requirements with respect to billing for services provided by other health care professionals under contract with the LEA Provider and avoid duplication of services and billing with other programs.
22. Have a Data Universal Numbering System (DUNS) number. The federal government requires that all applicants for federal grants and cooperative agreements with the exception of individuals, other than sole proprietors, have a DUNS number, pursuant to 2 CFR, Part 25, Appendix A to Part 25. The DUNS number is a unique nine-digit identification number provided by DUN & Bradstreet, and must be provided to DHCS prior to any invoice payment processing.

The Contractor must provide DHCS with its DUNS number for its organization(s) specific site(s) prior to the processing of any invoice payments. The DUNS number is a unique nine-digit identification number provided by DUN & Bradstreet, a public company that licenses information on businesses and corporations for use in credit decisions, business-to-business marketing and supply chain management.

The Contractor will also be required to include language in contracts with its subrecipient and/or vendors requiring them to obtain a DUNS number prior to receipt of any federal funds, pursuant to 2 CFR Part 25, Appendix A to Part 25.

LEA Name: San Ysidro School District NPI Number: 1912113192

23. Submit a Data Use Agreement (DUA) by November 30th at scheduled three-year intervals, as set forth on page 3 of the Provider's Guide (*loc ed a prov*) section of the LEA Provider Manual. A DUA is required for providers and non-providers who intend to utilize the Medi-Cal data match to check Medi-Cal student eligibility.

### ARTICLE III – DHCS RESPONSIBILITIES

By entering into this PPA, DHCS shall:

1. Remit payment to the LEA Provider for services rendered to eligible beneficiaries in accordance with applicable medical necessity and utilization review requirements, and billed in accordance with applicable claims submission requirements.
2. Make training available in proper documentation and billing procedures to LEA Providers.
3. Collect and review the LEA Annual Report.
4. Chair the LEA Advisory Workgroup meetings and perform the services as authorized by the legislature in W&I Code Section 14115.8.

### ARTICLE IV – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this PPA does not appropriate sufficient funds for the LEA Medi-Cal Billing Option Program, this PPA shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the LEA Provider or to furnish any other considerations under the PPA and the LEA Provider shall not be obligated to perform any provisions of this PPA.
2. If funding for any state fiscal year is reduced or deleted by the State Budget Act for purposes of this LEA Medi-Cal Billing Option Program, the State shall have the option to either cancel this PPA, with no liability occurring to the State, or offer an agreement amendment to the LEA Provider to reflect the reduced amount.

### ARTICLE V – GENERAL PROVISIONS

1. This PPA constitutes the entire agreement between the parties regarding the LEA Program. No condition, provision, agreement, or understanding not stated in the PPA shall affect any rights, duties, or privileges in connection with this agreement.
2. This PPA shall not be altered except by an amendment in writing signed by all parties. No person is authorized to alter or vary the terms or make any representation or inducement relative to it, unless the alteration appears by way of a written amendment to this PPA, signed by the duly authorized representatives of DHCS, the LEA Provider and CDE.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

**Activation of Agreement**

3. This PPA will be considered in effect, upon all the following occurring:
- a. This PPA is signed by authorized representatives of the LEA Provider, DHCS, and CDE;
  - b. Submission of the LEA Medi-Cal Provider Enrollment Information Sheet;
  - c. Submission of the Certification of State Matching Funds for LEA Services (Attachment 1) from the LEA Provider;
  - d. Submission of Annual Report Financial Statement Data (Attachment 1A);
  - e. Submission of the Statement of Commitment to Reinvest (Attachments 2 and 2A) from the LEA Provider.

The LEA may submit the PPA to DHCS by one of the following three ways:

- 1) Submit the PPA electronically by using the electronic signature feature found on page 10 of the PPA. The completed PPA and all attachments must be emailed to:

LEA.AnnualReport@dhcs.ca.gov

- 2) Electronically submit a printed PPA by completing the agreement and all attachments, obtaining hard signatures, and then scanning and emailing all documents to the above email address.
- 3) Mail a hard copy of the PPA to:

The California Department of Education  
Coordinated School Health & Safety Office  
Attn: Lori Eszlinger  
1430 N Street, Suite 6408  
Sacramento, CA 95814

**Agreement Termination**

4. This PPA will remain in effect until terminated by either party pursuant to this section subject to the requirements and conditions set forth in this PPA. The LEA Provider may terminate this PPA by the termination of its Medi-Cal Certification. The LEA Provider must submit a cover letter explaining the action requested, as well as a Medi-Cal Supplemental Change Form (DHCS 6209) to DHCS Provider Enrollment Division (PED). A copy of the termination request must be emailed by the LEA Provider to the DHCS LEA Medi-Cal Billing Option Program at LEA@dhcs.ca.gov.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

5. DHCS may terminate this PPA without cause, and terminate the participation of the LEA Provider in the LEA Medi-Cal Billing Option Program by giving at least a 30-day prior written notification of the termination. In cases where the DHCS Director determines that the health and welfare of beneficiaries or of the public is jeopardized by continuation of this PPA, this PPA shall be immediately terminated. In addition, DHCS may terminate this PPA for cause, which includes failure to comply with any of the terms of this PPA, suspension or termination of the LEA Provider's certification from CDE, or if it is determined that the LEA Provider does not meet the requirements for participation in the LEA Medi-Cal Billing Option Program, the LEA Provider has not submitted a reimbursement claim to the Medi-Cal Program within the last twelve (12) months, or that the LEA Provider has failed to certify that the match of state funds has been made. DHCS may terminate this PPA in the event that it is determined that the LEA Provider, or any employee or contract practitioner has violated the laws, regulations or rules governing the LEA Medi-Cal Billing Option Program.

**Program Compliance**

6. PPA and AR are required for each LEA Provider participating in the LEA Medi-Cal Billing Option Program, identified in Title 22 CCR 51270 (a)(2). Failure to submit the AR by the mandated due date of October 10th of each year may result in 100 percent withhold from claims reimbursement in the LEA Medi-Cal Billing Option Program.

DHCS may place the LEA Provider on withhold from claims reimbursement in the LEA Medi-Cal Billing Option Program in accordance with W&I Code Section 14123 and with the regulations contained in 22 CCR 51452.

LEA Providers that do not comply with the participation provisions or do not timely submit all required compliance documents may be placed on a 100 percent withhold from claim reimbursements. LEA Providers will be notified and given the opportunity to submit the required documents prior to the withhold. The withhold will remain in effect until the required documents are accepted and filed by DHCS. In the event the LEA Provider refuses to submit the required compliance documents or if the LEA Provider elects to no longer participate in the LEA Program, the LEA Provider may be required to return all LEA Medi-Cal reimbursement funds received, and all future LEA Medi-Cal reimbursements may be suspended.

7. It is agreed that the LEA Provider shall defend, hold harmless, and indemnify DHCS and CDE, their officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this PPA and the negligent and intentional acts or omissions of the LEA Provider, its officers, employees, or agents.
8. None of the provisions of this PPA are or shall be construed as for the benefit of, or enforceable by, any person not a party to this PPA.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

9. If any term, condition, or provision of this PPA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway. Notwithstanding the previous sentence, if a decision by court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this PPA that is included in the purpose of this PPA then the parties to this PPA shall either amend this PPA or it shall be terminated.
10. The validity of this PPA and its terms and provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this PPA shall be governed by the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.
11. This PPA and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to this PPA.
12. The LEA Provider shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, the State reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the LEA Provider to submit additional information or a plan for resolving the conflict, subject to the State's review and prior approval.

Conflicts of interest include, but are not limited to:

- a. An instance where the LEA Provider or any of its subcontractors, its employees, its officers, or its directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to goals and objectives to the contract.
- b. An instance where the LEA Provider or any subcontractors, employees, officers, or directors use their positions for purposes that are or give the appearance of being, motivated for a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

If the State is or becomes aware of a known or suspected conflict, the LEA Provider will be given an opportunity to submit additional information, or to take action to resolve the conflict. The LEA Provider will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion, upon receipt of a written request, authorize an extension of the timeline herein.

LEA Medi-Cal Billing Option Program Provider Participation Agreement

LEA Name: San Ysidro School District NPI Number: 1912113192

ARTICLE VI – EXECUTION

The signatories to this PPA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

Official LEA Provider Name: San Ysidro School District

Arturo Sanchez-Macias

Name of First Authorized Representative  
(Person legally authorized to bind contracts for the LEA: Superintendent, Assistant Superintendent, Business/Fiscal Officer)

Chief Operating Officer

Title of First Authorized Representative



Signature of First Authorized Representative

11.17.15  
Date

Laura Caballero

Name of Second Authorized Representative  
(Authorized Fiscal/Business Official)

Controller

Title of Second Authorized Representative



Signature of Second Authorized Representative (if necessary)

11.17.15  
Date

STATE OF CALIFORNIA – DEPARTMENT OF EDUCATION

Signature of the CDE Authorized Representative

Tom Herman

Typed or Printed Name of the CDE Authorized Representative

Education Administrator I

Typed or Printed Title of the CDE Authorized Representative

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

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

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

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

**AGENDA ITEM:** AGREEMENT WITH CORODATA RECORDS MANAGEMENT

**BACKGROUND INFORMATION:**

Corodata offers a secure and economical alternative for the retention and management of active and inactive business records. They provide records storage solutions that allow to turn dead storage areas into functional spaces and to achieve better security and protection of business information, improve file inventory management and more efficient access/retrieval of documentation.

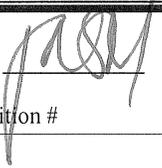
Administration recommends to have this offsite records storage services in order to free space in the District and School sites. The cost implications are very affordable.

**RECOMMENDATION:**

Approve the agreement with Corodata Records Management.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Estimate Annual

\$5,253.80

(Amount)

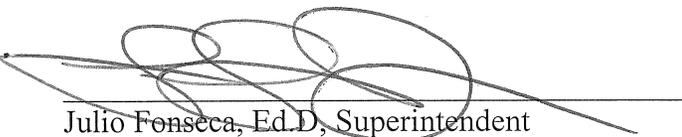
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

# corodata

Off-site information at your fingertips

December 8, 2015

Arturo Sanchez Macias  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

Dear Arturo,

Thank you for the opportunity to present you with a proposal for your records management needs as our company is very interested in doing business with your company.

As we discussed, you currently have approximately 2,000 boxes of files you will need to store with Corodata.

- Storage is \$0.20/month so 2,000 would be \$400.00.
- Retrieving a box next day is a \$9.40 trip charge and \$3.60 per box or \$2.90 per file.
- Adding new boxes to storage is \$3.10 per box.
- Energy fee, currently about 4.25%, but always less than 5%.

Corodata will make this an easy transition by providing the following:

1. Corodata will pick-up and add your initial containers to storage free-of-charge for three months from your initial pickup date, (as many trips as you want).
2. Corodata will provide three months of free storage from your initial pickup date.
3. Corodata will provide ½ price standard cartons until February 28, 2016, (\$1.25 instead of \$2.50).
4. With the setup of your records account Corodata will shred up to 200 cartons free of charge, (pickups need to be on the same trip as adding boxes to storage).

Following is a budget estimator in Excel, an agreement to incorporate into yours along with addendum and a rate sheet. Let us know if you have any questions or would like a tour of our facility. We look forward to working with you soon.

Sincerely,



Stuart Johnson

## Corodata Records Management, Inc. Agreement for Services

Client Acct Name: _____	Acct No.(tbd): _____
Full Mailing Address: _____	
Contact Name: _____	Phone: _____
Email: _____	

**THIS AGREEMENT**, made \_\_\_\_\_, is by and between Corodata Records Management, Inc. (hereafter "Corodata") and \_\_\_\_\_ (hereafter, "CLIENT"). The storage location(s) is: \_\_\_\_\_.

Thank you for choosing Corodata! We look forward to serving you. We take our responsibility for the safekeeping of your records very seriously. Please refer to the complete terms and conditions as set forth on the attachment or reverse side, as well as any written addenda, that may be signed by CLIENT and/or Corodata and incorporated as part of this Agreement. On this page, we are highlighting some of the key items for your attention. Toward that end, please note the following:

- To enable us to offer such an economically reasonable solution to our clients, we pass along only those costs attributed to your share of space allocated and the work performed. Along these lines, we also seek reimbursement for matters arising specifically due to our relationship with you, including collection, legal, and compliance matters as they may occur from time to time.
- Since only you know what is truly in the containers and what the insurable interest is for the contents of these containers, you may want to schedule this property at its replacement value and our location(s) on your insurance policies. If the material is of a confidential or proprietary nature, you may also want to update any liability policies. Our liability, if any, for any loss, damage, destruction or unauthorized access to records is limited to \$2.00 per container unless excess valuation has been included by amendment to this Agreement and paid for by you. While we understand that the cost to replicate the intrinsic value of your records may not be represented in the \$2.00 amount, this value is specific to each customer. We are also not liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
- Since increased privacy and confidentiality are two of the most frequently given reasons for the selection of Corodata, we invite you to make yourself acquainted with our facility and the steps we have taken to decrease your risk of exposure. Please remember that although we offer a robust database to track as much or little information that you supply, we can never confirm or deny that such information is definitive as to the contents in any particular container or file.
- The fees for services to be provided by us are listed on Schedule A. Billing will be on a monthly basis. Payment is due and payable upon receipt of this invoice and no later than 15 days of the invoice.

In consideration of Corodata's agreement to provide services for a period of thirty days from the date of this Agreement, CLIENT agrees to store its materials subject to the terms and conditions of this Agreement. The term of this Agreement shall automatically extend for successive terms of the same duration until CLIENT gives Corodata thirty (30) days advance written notice of a termination date and an address for delivery of its material.

By executing this Agreement, the undersigned acknowledges and agrees that he or she has the authority to sign the agreement on CLIENT's behalf and that he or she has read, understands, and agrees to the provisions set forth in this Agreement, including the reverse side hereof, and any duly executed addenda.

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
Corodata Records Management, Inc.

\_\_\_\_\_  
CLIENT NAME / TITLE (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
DATE

# TERMS AND CONDITIONS

Unless expressly modified by specific provisions set forth in Schedule A, if any, the following terms and conditions shall apply to this Agreement.

- 1. STORED MATERIAL** – Corodata shall store and service CLIENT'S material ("Stored Material"). CLIENT may modify or add to the Stored Material, which, unless otherwise indicated in writing, shall be held under the same terms and conditions as the Stored Material, and will, from the date of tendering for storage to Corodata, be deemed Stored Material as the term is used herein.
- 2. ACCEPTANCE** – The act of tendering material for storage and/or other services by Corodata constitutes CLIENT'S acceptance of the terms, conditions and rates and other provisions of this Agreement. Corodata may amend the provisions of the Agreement by providing written notice of such amendments to CLIENT. CLIENT may reject the amended provisions, but must do so in writing within thirty (30) days after the date of Corodata's notice. CLIENT'S payment of the invoice evidences its assent to any amended provisions in this Agreement.
- 3. RATES** – CLIENT agrees to pay Corodata for its storage and services according to Corodata's then current Schedule of Rates and any revisions thereto. Monthly rates shall be due in advance. Rates and services may be changed upon thirty (30) days notice to the CLIENT. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional charges, if any, shall be paid simultaneously with the monthly rates. Payment is due and payable upon receipt of the invoice and no later than fifteen (15) days after the date of the invoice. An interest charge at the legal rate of interest in this state will be assessed on the entire unpaid balance if storage charges remain unpaid. Corodata may impose a Supplemental Energy Charge.
- 4. ACCESS TO STORED MATERIAL**

- a. Stored Material and information contained therein shall be delivered to CLIENT'S authorized representatives. CLIENT represents that its authorized representatives have full authority to order any service for or removal of the Stored Material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person. Corodata shall not be liable to CLIENT by granting access to the Stored Material to any person representing him or herself as an authorized representative.
- b. When Stored Material is ordered out, Corodata shall be given a reasonable time to carry out said instructions, and if it is unable to do so (or to provide any other service herein contemplated) because of, including, but not limited to, acts of God or public enemy, seizure or legal process, natural disasters, strikes, lockouts, riots and civil unrest, or other reason beyond Corodata's reasonable control or because of loss, damage or destruction of Stored Material for which Corodata is not responsible, or because of any other excuse provided by law, Corodata shall not be liable for failure to carry out such instructions or services.
- c. In the Event of a Default, Corodata reserves the right to deny access to or delivery of the Stored Material until such time as CLIENT has cured such Default under this Agreement.
- d. CLIENT authorized representatives shall have the right, at reasonable times and upon reasonable notice, to examine the media and/or records and compilations of data of Corodata, which pertain to the performance of this Agreement.

#### 5. DELIVERY AND REMOVAL

- a. Corodata shall not be liable for any loss, damage, destruction or unauthorized access to CLIENT materials in transit, or to items which may receive sudden and accidental damage, pursuant to conditions specified in Section 6, below.
- b. Corodata may charge a permanent removal fee in addition to any other accrued charges when Stored Material is withdrawn from storage or upon termination of this Agreement.
- c. Corodata must deliver all boxes permanently removed but not destroyed as instructed by CLIENT at CLIENT'S expense.

#### 6. DEFINITION OF LIABILITY

- 6.1** Corodata shall not be liable for any loss, damage or destruction to Stored Material or unauthorized access, however caused, unless such loss, or damage, destruction or unauthorized access resulted from the failure by CORODATA to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. In any event, CORODATA is not responsible for the repair, replacement or restoration of lost, damaged or destroyed property.
- 6.2** Corodata's liability, if any, for loss, damage, unauthorized access or destruction to any part or all of the Stored Material shall be limited to \$2.00 per container, which amount CLIENT declares to be the value of the Stored Material, unless CLIENT declares an excess valuation and pays an additional monthly charge for said excess valuation. In such case, CLIENT'S liability shall be limited to the amount of the excess valuation per container. Such limitation of liability shall apply regardless of the cause of loss, damage, destruction or unauthorized access of the Stored Material. Corodata shall not be charged with any knowledge of the content of the Stored Material.
- 6.3** Corodata shall not be liable for any loss of profit or special, indirect, incidental or consequential damages of any kind.
- 6.4** Stored Material is not insured by Corodata against loss or injury, however caused. CLIENT is advised to insure the Stored Material and to Schedule Corodata location(s) in its own insurance policies at declared values. CLIENT should also evaluate its various liability policies for defense against loss of or unauthorized access to third-party data and/or materials. CLIENT shall cause its insurers to waive any right of subrogation against Corodata.
- 6.5** CLIENT understands and acknowledges that normal deterioration and aging of all record media occurs with time.
- 6.6** Claims by CLIENT for loss, damage, destruction or unauthorized access must be presented in writing to Corodata within a reasonable time and in no event longer than sixty (60) days after CLIENT is notified by Corodata that loss, damage, destruction or unauthorized access of part or all of the Stored Material has occurred, whichever time is shorter.
- 6.7** Corodata shall not be liable to CLIENT or any third party for loss, damage, unauthorized access, or destruction of the Stored Material by Corodata pursuant to this Agreement, unless timely written notice of the claim has been given as provided in Section 6.6 of this Agreement, and unless legal proceedings are commenced for the claim either within nine (9) months after date of delivery or return by Corodata of the Stored Material by Corodata to CLIENT, or within nine (9) months after CLIENT is notified that loss, damage, destruction or unauthorized access of part or all of the Stored Material has occurred, whichever is shorter.
- 6.8** All limitations of liability in Section 6 apply to the entire Agreement and relationship between Corodata and CLIENT, regardless of whether any action is brought in tort, contract or other theory of liability.

**7. TERM AND TERMINATION** – The term of this Agreement shall automatically extend for successive terms of the same duration until CLIENT gives Corodata thirty (30) days advance written notice of a termination date and an address for delivery of the Stored Material. CLIENT acknowledges that Corodata must reserve space for storage of its deposits in its buildings. If CLIENT terminates this Agreement before the completion of the term for any reason, CLIENT agrees to pay Corodata early termination fees. These fees shall become due as of the effective date of the termination. CLIENT'S early termination fees shall be equal to: (1) all unpaid and waived non-recurring charges reasonably expended by Corodata as well as costs incurred by Corodata to establish service to CLIENT; and (2) all recurring charges for the balance of the then current term. If Corodata continues to hold CLIENT'S property after any expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all property has been removed from Corodata's facilities. Corodata may adjust rates upon thirty (30) days' written notice.

#### 8. DEFAULT

- 8.1** The occurrence of any one or more of the following events shall constitute default ("Events of Default"):
  - a. Failure to pay any sum due hereunder within fifteen (15) days of when due; or
  - b. Breach of any other provision of this Agreement.
- 8.2** Upon the occurrence of any of the Events of Default, Corodata, at its sole option, may exercise any or all of the following remedies without terminating this Agreement. CLIENT'S failure to comply with any of the following demands/deliveries shall constitute an additional default and failure to mitigate damages:
  - a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of CLIENT.
  - b. Demand in writing that CLIENT pick up the Stored Material.
  - c. Deliver the Stored Material to the Delivery Address, if specified, and if not, to CLIENT'S address. Delivery of Stored Material to CLIENT shall be at CLIENT'S sole cost and expense and payment of all outstanding storage, handling and delivery charges must be prepaid to Corodata.
  - d. Destroy the Stored Material, unless prohibited by state or federal statute, upon thirty (30) days advance written notice to CLIENT. CLIENT recognizes that since the Stored Material has little or no market value, the sale of the material would be impossible, and destruction is the only way for Corodata to mitigate its damage.
- 8.3** If this Agreement is not terminated, CLIENT shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material. Alternatively, in the event the Agreement is not terminated and Corodata continues to provide services to CLIENT, CLIENT shall continue to pay sums due under this Agreement and Corodata may, at its sole discretion, require CLIENT to pay an advance deposit in an amount equivalent of up to six (6) months storage fees and costs.
- 8.4** Corodata also has the option to terminate this Agreement, whereupon CLIENT shall pay all damages suffered by Corodata. In the event Corodata takes any action pursuant to Section 8, it shall have no liability to CLIENT or anyone claiming through CLIENT. The exercise by Corodata of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Corodata of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Corodata, be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Corodata shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.

**9. DESTRUCTION OF RECORDS** – Corodata may destroy Stored Material upon written instruction from the CLIENT. Said destruction of the Stored Material shall be at CLIENT'S cost and expense. CLIENT releases Corodata from any and all liability by reason of the destruction of such Stored Material pursuant to this paragraph and section 8.2.d above and to direct the disposition of its the Stored Material.

**10. OWNERSHIP OF STORED MATERIAL** – CLIENT warrants and represents that it is the owner or legal custodian of the Stored Material and has lawful possession of and legal authority to store its materials in accordance with the terms and conditions set forth herein; and if there is any litigation concerning the Stored Material, CLIENT agrees to pay all attorney's fees, which Corodata may reasonably incur or become liable to pay in connection therewith.

**11. RELOCATION OF STORED MATERIAL** – To accommodate its expansion, Corodata reserves the right to relocate Stored Material to another Corodata warehouse facility within a 50-mile radius without advance notification to CLIENT. Such relocation shall not interfere with Corodata's enforcement of its rights under the California Commercial Code.

**12. INDEMNIFICATION** – Unless caused by the negligence of Corodata, CLIENT agrees to fully indemnify and hold harmless Corodata, its officers, employees and agents for any liability, cost or expense, including reasonable attorney's fees and costs, that Corodata may incur as a result of any claims, demands, costs or judgments against it arising out of its relations with CLIENT or third parties pursuant to this Agreement.

**13. ASSIGNMENT** – No rights, liabilities or obligations of CLIENT under this Agreement can be assigned without the express consent of Corodata, which Corodata may withhold at its discretion. Until such express written consent is granted by Corodata, CLIENT remains fully liable under this Agreement.

#### 14. COVENANTS

- a. CLIENT agrees to comply with Corodata's Customer Procedure Manual.
- b. Any electronic media stored with Corodata must be encrypted.
- c. CLIENT shall not, at any time, store with Corodata, any narcotics; medical waste, materials considered to be highly flammable, explosive, toxic, or radioactive; organic material, which may attract vermin or insects; or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area, or that is regulated under state or federal laws relating to the environment or hazardous materials. Corodata reserves the right, but shall not have the obligation, to open and inspect any record materials tendered for storage and to refuse acceptance of materials that fail to comply with Corodata's storage restrictions and guidelines. CLIENT shall not store negotiable instruments, jewelry, check stock, ticket stock or other items that have intrinsic market value.
- d. Corodata shall not be charged with knowledge of the contents of the Stored Material; and due to the incomplete nature of the CLIENT inventory details known to Corodata, Corodata shall not be liable for loss of any missing material unless (i) an Addendum is added as part of this Agreement, which expressly includes the obligation for Corodata to inventory the page-level contents of the Stored Material, and (ii) CLIENT establishes such loss occurred because of Corodata's failure to exercise the reasonable care required under Section 6, above.

**15. CONFIDENTIALITY** – Corodata shall implement and maintain reasonable safeguards designed to protect the confidentiality of CLIENT'S information, and shall not intentionally disclose such information to third parties without CLIENT'S written consent. Corodata is authorized to comply with any subpoena or similar order, provided that Corodata notifies CLIENT promptly thereof (unless such notice is prohibited by law).

**16. IMAGING** – If Corodata is performing Imaging services for CLIENT, a separate Imaging proposal shall be signed by Corodata and CLIENT and incorporated herein by reference. Corodata is not responsible for any errors discovered in the scanned images after the thirty (30) day CLIENT review is complete, or whenever the original material is returned to CLIENT, whichever comes first. Corodata shall not be liable for any loss or damage to the source documents to be scanned, or unauthorized access, as set forth above in Section 6.

**17. MISCELLANEOUS** – The term "Agreement" as used herein shall be deemed to include any and all Schedules and addendums Addenda that may be signed by CLIENT and Corodata and attached and incorporated herein as part of this Agreement. This Agreement, the terms and conditions stated herein, all Schedules and Addenda shall constitute a warehouse receipt. This Agreement constitutes the entire agreement between the parties, and supersedes any and all agreements, arrangements and understandings, including CLIENT'S Purchase Orders, whether oral or written, between the parties. Without limiting the foregoing, any CLIENT Purchaser Orders are for CLIENT'S internal purposes only, are superseded by this Agreement, and shall not be legally binding upon or enforceable against Corodata. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of the state of California without giving effect to its conflict of laws principles. Corodata shall have, and may exercise, all rights granted to warehousemen by California's Commercial Code. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been given on the second day after mailing if mailed by U.S. First Class Mail. Notice of any change of address must be given by CLIENT to Corodata, in writing and acknowledged in writing by Corodata on the following monthly statement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto. Neither party will be liable for delay nor inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, or other causes beyond its reasonable control.

**18. ARBITRATION** – Any dispute, controversy or claim arising out of this Agreement or in connection with the Stored Material, whether founded in tort or contract, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the County of San Diego. Corodata and CLIENT shall bear equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared valuation of the Stored Material and the limitation of liability of Corodata.

  
*Off-site information at your fingertips*  
**RECORD STORAGE AGREEMENT ADDENDUM**

THIS ADDENDUM, made this 10th day of December 2015, is by and between

Corodata Records Management, Inc. and San Ysidro School District.

1. Corodata will pick-up and add your initial containers to storage free-of-charge for three months from your initial pickup date, (as many trips as you want).
2. Corodata will provide three months of free storage from your initial pickup date.
3. Corodata will provide ½ price standard cartons until February 28, 2016, (\$1.25 instead of \$2.50).
4. With the setup of your records account Corodata will shred up to 200 cartons free of charge, (pickups need to be on the same trip as adding boxes to storage).
5. The agreement will be changed in the following ways:
  - a. In several places the agreement and terms refer to payment being made within 15 days. All of these will be 30 days instead of 15 days.
  - b. The term of this agreement will be for one year with additional terms being in one year increments.
  - c. Rates will be locked until at least January 1, 2019. Any rate increases after January 1, 2019 require at least 90 days notice so they can be presented to the board.
  - d. Item 8 DEFAULT d. Destroy the Stored Material ...will be extend the advance written notice to 12 months.
  - e. Item 10. OWNERSHIP OF STORED MATERIAL – CLIENT warrants and represents that it is the owner or legal custodian of the Stored Material and has lawful possession of and legal authority to store its materials in accordance with the terms and conditions set forth herein; and if there be any litigation concerning the Stored Material, CLIENT agrees to pay all attorney’s fees, which Corodata may reasonable incur or become liable to pay in connection therewith.

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CORODATA  
Records Management, Inc.

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SIGNATURE                      DATE

# Records Management Rate Sheet

## Schedule A

### STORAGE RATES (CARTONS RATE / 30 DAYS)

### RATE

<i>Minimum Monthly Storage Charge</i>	\$40.00
<i>Standard Record Storage Carton</i>	\$0.20
<i>Plan Carton</i>	\$0.35
<i>Transercase (legal or letter)</i>	\$0.55

### SERVICES

<i>Retrieve / Refile Container (per container)</i>	\$1.60
<i>Retrieve / Refile Filefolder (per filefolder)</i>	\$1.80
<i>Search for File (per filefolder)</i>	\$1.80
<i>Container Added</i>	\$1.10
<i>Filefolder Added (charge when retrieving filefolder for first time)</i>	\$0.50
<i>Permanent Removal (retrieval not included)</i>	\$3.95
<i>Copying (per page)</i>	\$0.50
<i>Standard Carton Destruction (retrieval not included)</i>	\$4.65
<i>Special Projects Labor (per hour)</i>	\$35.00

### MATERIALS

<i>Standard Record Storage Carton (10x12x15)</i>	\$2.50
<i>Plan Carton (8x8x42)</i>	\$6.00
<i>Cor-O-Seals (20 per pack)</i>	\$19.99

### TRANSPORTATION

<i>Record Storage Carton</i>	\$2.00
<i>Non-Standard Carton (transfer, odd size cartons)</i>	\$2.50
<i>Filefolders</i>	\$0.80
<i>Trip Charge - Next Day (call by 4:00 pm, delivered by 5:00 pm next day)</i>	\$9.40
<i>Trip Charge - 4 Hour Rush</i>	\$19.99
<i>Trip Charge - 2 Hour Rush</i>	\$39.95
<i>Trip Charge - Emergency Service</i>	\$200.00
<i>Rush Retrieval (per container or filefolder - added to rush trip charge)</i>	\$3.45

### SCAN ON DEMAND

<i>Corovault™ Basic (single user license, includes 1 GB storage)</i>	\$9.00 / MONTH
<i>Handling (per 50 pages)</i>	\$5.00
<i>Imaging (per image)</i>	\$0.12
<i>1 Hour Rush Handling (per 50 pages)</i>	\$20.00
<i>1 Hour Rush Imaging (per image)</i>	\$0.24

5620A Note: Additional services for which a specific rate is not listed will be offered at negotiated rate.

Your basic rates will be frozen for the term of the contract. The above rates are valid for 90 days from date of the quote.

Stuart Johnson  
Business Development  
858-391-3583

13B.10

Page 5 of 6

 **corodata**  
Off-site information at your fingertips

**Proposed Corodata Costs**

	Box Qty	Rate/Box	Mth Cost	Annual Cost
<u>Storage</u>	2000	\$ 0.20	\$ 400.00	\$ 4,800.00
<u>Servicing</u>				
	Qty	Cost/Ea	Annual \$	
Retrieve/Refile Carton	0	\$ 1.60	\$ -	
Retrive/Refile File from a Carton	30	\$ 3.10	\$ 93.00	
Round Trip Next Day Charge	12	\$ 9.40	\$ 112.80	
Other	0	\$ -	\$ -	
Add New Box to storage	80	\$ 3.10	\$ 248.00	
			\$ -	
Other	0	\$ -	\$ -	
			\$ -	
Total Proposed Amounts				\$ 5,253.80
Average Estimated Month				\$ 437.82

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** DISPOSAL OF RECORDS BEYOND LEGAL RETENTION PERIOD

**BACKGROUND INFORMATION:**

The list of documents below is considered to be Class 3 (Disposable Records – required retention period and procedures for destruction or transfer of records as specified in the California Education Code Section 16025). These records have been retained beyond the legal period as per California Code of Regulations Title 5, Section 16020 through 16030 as listed on the Records Retention Manual.

There is no further need to retain these records for use in the district and they will be destroyed through *Corodata*. Documents listed are dated from 1970's to 2011, totaling 25 boxes:

- Employment Applications
- Employment Eligibility Lists
- Recruitment Files
- Returned Letters (Inactive Recruitment)

**RECOMMENDATION:**

Approve the destruction of documents related to the Human Resources Department as listed above and date from 1970 to 2011.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *jsm*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

N/A

(Amount)

--

(Name of funding source and/or location)

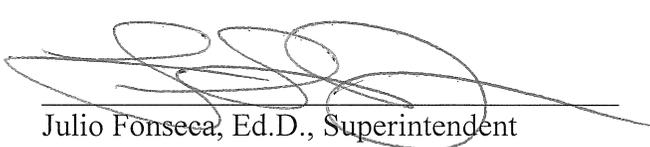
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(Funding account number)

---

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:** December 10, 2015

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

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

**AGENDA ITEM:** AGREEMENT WITH KONE CARE

**BACKGROUND INFORMATION:**

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

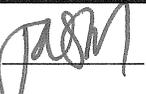
In order for the District to be in compliance with the Department of Industrial Relations, Division of Occupational Safety and Health, it is imperative to expedite the maintenance and repairs to elevators located at Vista Del Mar School, Sunset School, Ocean View Hills, Willow School and San Ysidro Middle School. Kone Inc. is the company who installed the elevator some of these elevators and has been providing maintenance services for the District. The cost implications for services is estimated at \$3,345 per month at a 2.5% annual increase for a 3-year term.

**RECOMMENDATION:**

Approve the agreement with KONE Care for full service maintenance to elevators district-wide.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

Estimated Annual

\$40,140

(Amount)

General Fund - Maintenance

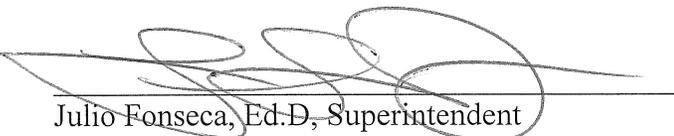
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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



**Purchaser ("Purchaser"):**  
 San Ysidro School District  
 4350 Otay Mesa Road  
 San Diego, CA 92173

**Service Location ("Premises"):**  
 Various Locations  
 (See page 8 for details)

**KONE Inc. ("KONE")**  
 San Diego  
 9850 Businesspark Ave.  
 San Diego, CA 92131

## KONE Care™ Plus Agreement for Vertical Transportation ("Agreement")

SAN YSIDRO SCHOOL DISTRICT
----- (Signature of Authorized Representative)
----- (Print Name)
----- Title
----- Date

Respectfully submitted,
Robert DeSimone KONE Inc.
----- (Approved by) Authorized Representative
----- Title
----- Date

### EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Various	4		1								7

**TENDER DATE:** 10/09/2015

**EFFECTIVE DATE:** 12/01/2016

**PRICE**

\$3345.00 per month payable by Purchaser quarterly in advance. If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	N/A		
Quarterly in advance payment	N/A		
Monthly in advance payment	N/A		

**SCOPE OF SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace



the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

### **TRACTION ELEVATORS**

#### **RELAY LOGIC CONTROL SYSTEM**

All control system components.

#### **MICROPROCESSOR CONTROL SYSTEM**

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

#### **GEARED/GEARLESS MACHINES**

All geared and gearless machine components.

#### **WIRING**

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

#### **CAR EQUIPMENT**

All elevator control system components on the car.

#### **HOISTWAY AND PIT EQUIPMENT**

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

#### **RAILS AND GUIDES**

Guide rails, guide shoe gibs, and rollers.

#### **ROPES**

Hoist ropes, governor ropes, and compensation ropes.

#### **DOOR EQUIPMENT**

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

#### **MANUAL FREIGHT DOOR EQUIPMENT**

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

#### **POWER FREIGHT DOOR EQUIPMENT**

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

#### **SIGNALS AND ACCESSORIES**

Car operating panels, hall push button stations, hall lanterns,

emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

### **HOURS OF SERVICE**

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

### **SERVICE REQUESTS (CALLBACKS)**

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged the premium portion of KONE's hourly billing rate for each overtime hour.

### **REPORTING SERVICES**

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

### **EXCLUSIONS**

The following are excluded from the scope of services.

#### **GENERAL**

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the



building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

#### **OBSOLESCENCE**

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

#### **ELEVATOR**

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep

records of firefighter's service testing, unless specifically included in this Agreement.

#### **REMOTE MONITORING**

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

#### **SAFETY**

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void. **(See Attachment A)**

#### **NOTICE OF MALFUNCTION OR INJURY**

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement



becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

**THIRD PARTY SERVICES**

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

**NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

**TERM AND TERMINATION**

This Agreement will commence on the effective date and continue for an initial period of THREE (3) years. ~~This Agreement will thereafter automatically renew for successive terms of THREE (3) years. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent THREE (3) year term by giving the other~~

~~party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.~~

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

**CANCELLATION**

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. ~~Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

**ASSIGNMENT**

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

**PRICE ADJUSTMENTS**

~~If the term of the Agreement exceeds one (1) year,~~ KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.



**PAYMENT TERMS**

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. ~~Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.~~

**SUSPENSION OF SERVICE**

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

**TAXES**

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

**INDEMNIFICATION**

To the extent permitted by law, Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of the Agreement.

**LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages,

even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

Purchaser will name KONE as an additional insured on its insurance policy.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

**U.S. GOVERNMENT SALES**

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**FORCE MAJEURE**

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**VENUE**

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

**PROPERTY RIGHTS**

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract



terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

#### **MISCELLANEOUS**

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement.

Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



**KRMS Voice Monitoring Service Option**

KONE will provide its KRMS voice monitoring service. Purchaser will provide an analog phone line to the elevator machine room to be terminated on the appropriate phone jacks. If the phone line is an extension off an existing phone system, Purchaser will provide a backup power source. If applicable, the extension must be direct inward dial (DID). All phones and associated equipment must comply with ASME A17.1, local codes, and applicable law. Purchaser will provide KONE with the elevator phone number(s) or extension(s) so that these may be programmed to call the KONE Service Center. Purchaser will complete the below information and update KONE with the information immediately in writing if the information changes. Purchaser's named representatives must be available 24/7 for contact by KONE. If the KONE Service Center receives a call from an elevator, KONE will contact Purchaser's representatives in the order listed below. KONE will contact the local emergency authorities only if there is an emergency or when KONE cannot reach Purchaser's representatives. Upon termination of the Agreement, Purchaser must immediately reprogrammed all elevator phones to dial a number other than a KONE phone number, and KONE will block the elevator phone numbers from contracting the KONE Service Center.

KRMS Activation Fee: No Charge

KRMS Service Fee: Purchaser will also pay a service fee of \$0.00 per annual installment.

The Service Fee is based upon annual in advance payment. In the event Purchaser chooses an alternate payment option on page 1, additional surcharge will apply.

<b>Elevator Description</b>	<b>Equipment #</b>	<b>Elevator Phone # and Extension for Caller ID</b>
1.		
<b>First Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Second Point of Contact (Required)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Third Point of Contact (Optional)</b>		
Name:	Title:	
Phone #:	Cell Phone #:	
<b>Local Emergency Authorities (Required)</b>		
Fire Department Phone #:	Police Department Phone #:	

If Purchaser wishes to include KRMS voice monitoring services in the Agreement, Purchaser will accept by initialing below.

**Accepted**

\_\_\_\_\_



## Attachment A Additional Terms and Conditions

The parties hereby agree to be bound to the terms contained in the Agreement, together with those terms contained in this Attachment A. In the event of conflict between terms contained in the Agreement and terms contained in this Attachment A, the terms in this Attachment A shall supersede and prevail.

This contract includes KONE Full Service Maintenance coverage on the Vertical Transportation equipment at the following locations:

1. Ocean View Hills School, 1 WCL: Monthly Value: \$210.00
  2. Sunset School, 1 WCL, 1 Elevator: Monthly Value: \$585.00
  3. San Ysidro Middle School, 3 WCL: Monthly Value: \$630.00
  4. Vista Del Mar School, 1 Elevator, 1 WCL: Monthly Value: \$585.00
  5. Willow Elementary, 1 WCL, 3 Elevators: Monthly Value: \$1335.00
- 
- Contract includes all State-mandated Testing (in effect at this time). Fees paid by School District.
  - Each elevator will undergo 12 maintenance visits per year.
  - Each Wheel Chair lift will undergo 4 maintenance visits per year.
  - Each elevator includes the State-mandated Firefighter Service testing (as applicable).
  - Annual Price Escalation shall not exceed two and one-half percent (2.5%) per year
  - Should KONE hire a Subcontractor, the Subcontractor must name San Ysidro School District as Additional Insured.
  - INDEMNIFICATION: Add the following language as clarification: "Each party hereto shall hold harmless from all damages and indemnify the other for its own torts, breaches of contract, and all other acts which produce loss or liability. The parties further agree that there shall be a right of contribution between themselves for all acts that cause loss or liability and said contribution shall be based upon their comparative fault. It is the intention of the parties that each shall defend and be liable for all damages caused by its own acts."



## CUSTOMER INFORMATION

<b>Who is the Agreement with?</b>		
Legal Name of the Company:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Is the Owner tax exempt? <input type="checkbox"/> Yes (If Yes, provide the Tax Exemption Certificate.) <input type="checkbox"/> No		
Federal Tax ID #:		

<b>Where should the invoices be sent?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

<b>Who will be responsible for paying the invoices?</b>		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** AGREEMENT WITH AGUILAR AND ASSOCIATES

**BACKGROUND INFORMATION:**

The District would like to have a shaded structure built at the Vista Del Mar School in an area where students are dropped-off and picked-up. It is anticipated that the project may require expedited process from DSA and an emergency bid approval from the Governing Board in order to substantially complete the project before the start of the "El Niño" raining season which is expected to be one of the strongest on record.

**RECOMMENDATION:**

Approve the agreement with Aguilar and Associates for a canopy project at Vista Del Mar School.

---

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

NOT TO EXCEED

\$20,920

(Amount)

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

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

Aguilar & Associates  
Company/Consultant

(949) 230-8875  
Telephone Number

1400 Quail Street, Suite 255, New Port Beach, CA 92660  
Address

gaguilar@AguilarArchitects.com  
Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: December 11, 2015

To: June 30, 2016

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 2 FEES AND PAYMENTS

### 2.1 FEES

District shall pay Consultant for the specified services as reflected on *Exhibit A* during this contract term in amount not to exceed \$20,920.

### 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 subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

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

13B.13

Page 2 of 15

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

### 4.5 LAWS AND REGULATIONS

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

### 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

### 4.7 INSURANCE

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

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

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the District.**

### Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the District.

### Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

### Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

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

## 5.2 SUSPENSION OF SERVICES

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

## 5.3 TERMINATION OF AGREEMENT

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

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

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

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

## 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

## 5.5 SAFETY

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

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**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.

<b>CONSULTANT:</b>	Aguilar & Associates
Name:	Guillermo Aguilar, AIA
Title:	Architect
Address:	1400 Quail Street, Suite 255
City/State/Zip code:	Newport Beach, CA 92660
Telephone:	(949) 387-5949 // Fax # (949) 949-387-0636 // Cell # (949) 230-8875
Email:	gaguilar@AguilarArchitects.com

<b>DISTRICT:</b>	San Ysidro School District
Name:	Jose Arturo Sanchez Macias
Title:	Chief Operating Officer
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476
Email:	arturo.macias@sysd.k12.ca.us

**6 ENTIRE AGREEMENT**

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

**7 WARRANTY OF AUTHORITY:**

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

**CONSULTANT**

**DISTRICT**

Aguilar & Associates  
Firm Name

SAN YSIDRO SCHOOL DISTRICT  
Firm Name

Signature of Authorized Agent

Signature

Guillermo Aguilar, AIA  
Print Name, Title

Jose Arturo Sanchez Macias, Chief Operating Officer  
Print Name, Title

Date:

Date

Phone Number

Board Approved

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

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

(Complete only if pertinent)

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

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

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

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

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

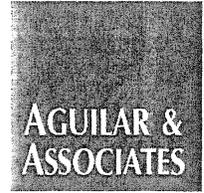
Name	Last 4-digits of SSN or CDL Number
_____	_____
_____	_____
_____	_____
_____	_____

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

Consultant \_\_\_\_\_

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

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



December 2, 2015

Mr. Arturo Sanchez Macias  
Chief Operations Officer,  
Business Services Department  
San Ysidro School District  
4350 Otay Mesa Road  
San Ysidro, CA 92173

**Exhibit A**

**VIA E-MAIL: Arturo.macias@sysd.k12.ca.us**

**Subject            Architectural and Construction Administration Services Proposal  
                         Bus Drop-off Canopy at the Vista Del Mar Elementary School**

Dear Mr. Macias,

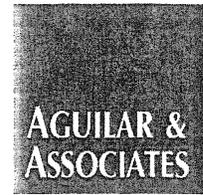
Aguilar & Associates is pleased to provide the San Ysidro School District (SYSD) with this architectural services proposal for Design, and Construction Administration services for the above project. These services are located at the Vista Del Mar Elementary School’s bus and parents drop-off and pick-up area, and thus, it will include the work required for DSA approval. It is anticipated that the project may require expedited process from DSA, and an emergency bid approval from the Board of Education in order to substantially complete the project before the start of the raining season.

These items will be discussed with the District as part of our due diligence, which will also address best ways to minimize impacts to the project schedule if DSA permits are delayed. However, our scope of services will be all inclusive as required to complete the project in a concise and timely manner as suggested by project schedules and standard requirements of professional practice.

**PROJECT UNDERSTANDING AND SCOPE OF SERVICES**

This project approach and scope of services is based upon our job-walk meeting on the 4<sup>th</sup> of November, and our understanding of the services needed as follow:

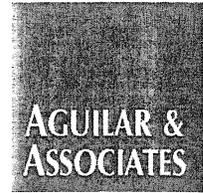
- a. The SYSD requires an Architect to provide A/E services for a project consisting of the design and construction administration of a rain protection canopy, freestanding and covered, but open to the elements. This canopy will be located immediately adjacent to the existing parking lot’s pick up and drop off area and will be used to protect the students during raining days while they are queuing for the buses. The length of the canopy appears to be approximately 200 feet based on the Google’s aerial map. This will be confirmed by our team at project inception.



- b. Our design will also include lighting design for night illumination, including placement of light fixtures and conduit design. We will not provide electrical engineering for sub-panel, nor perform capacity analysis. We are assuming at this point that power can be pulled from the existing structure(s).
- c. The work will also include the necessary repairs to the grading and planting at the adjacent planters along the concrete sidewalk, and structural design for the footings supporting the canopies. This area appears to be currently draining directly onto the parking and may not need a drain structure. These items and any other existing drainage problems will be evaluated during our due diligence, but it is a part of this proposal.
- d. Our work will include coordinating with a structural, electrical, and civil engineers subcontracted by us to prepare lighting, civil and structural design and construction plans and specifications for DSA submittal, and perform construction administration services. We will manage these in-house consultants, and others as may be engaged by the District, such as soil engineers, etc. if needed for the project.

**I. Scope of Work**

- 1. We will provide Architectural, Lighting, Structural, and Civil Engineering design, CAD drawings, specification and calculations of approximately 200 feet x 8 feet x10 feet high steel structure canopy (free standing) as described in the scope above. The work is limited to the underside of the Canopy and +/- 5 feet beyond the drip line. This will be confirmed with the District at our quick off meeting or prior to commencement of the design work.
- 2. We will prepare design drawings for submittal to DSA and will respond to plan checker comments as needed. This will include ADA path of travel design as required by DSA.
- 3. We will participate in school and community presentations and outreach, and will prepare exhibits for effective communication.
- 4. We will provide Construction Administration (2 site visits per discipline is included).



Assumptions:

- District to provide a soils report for use in designing footings. Otherwise, we will use Code minimum value if soils report is not available.
- Underground utility(s) that may have to be rerouted are not included.
- Underground utility survey is not included.
- No fire sprinkler is assumed. Please note that DSA has on occasions required fire sprinklers under canopy structures.
- Construction Estimate for this project is unknown at this time.

This proposal is based upon our understanding of the project scope as herein described. If the scope of the project or services is otherwise, this proposal will be adjusted accordingly to the mutual satisfaction of both the District and Aguilar & Associates.

**II. Project Schedule**

Our services will commence upon receiving from the District a written Notice-To-Proceed indicating approval of this letter proposal. We will complete the required A/E services per your scheduled deadline as mutually agreed.

**III. Compensation**

Our compensation for providing the above A/E services will be on an hourly rate basis per our attached schedule of hourly rates good through 2016.

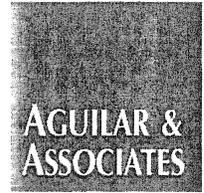
**EXCLUSIONS**

The following items are not included in this proposal and shall be provided by the District: Permit fees, and Project Testing and Inspection fees by the IOR or other testing agencies if needed. Additionally, the District will provide complete As-Build drawings in electronic format if available.

Prepare complete as-built drawings, including campus-wide accessible path of travel documentation. We will provide a fee for these services if required.

Site survey is not included;

We will not provide a separate Project Manual or Specifications Book for bidding. All specifications will be documented in the drawings and will comply with current codes.



Reimbursable expenses such as travel and reproduction of documents for District and Agency use shall be invoiced at cost plus 15%.

Additional Services will be provided as may be requested by SYSD, and will be charged on the basis of the approved hourly rates below.

**IV. 2016 Schedule of Hourly Rates**

POSITION	ARCHITECTURE RATE (\$ HOURLY)	MEP ENGINEER (\$ HOURLY)	CIVIL ENGINEER (\$ HOURLY)	STRUCTURAL ENGINEER (\$ HOURLY)
Principal	185	175	185	175
Project Manager	155	—	—	150
Sr. Architect	145	—	—	—
Sr. Engineer(s)	—	145	155	145
Designer	135	135	138	135
Community Outreach	140	—	—	—
Clerical/Admin	65	65	65	65

If you have any questions concerning the proposed scope of work, services, or fees, please call me at my cell 949-230-8875. If this proposal is acceptable, please return one signed copy for our records. We will be happy to review the District’s standard contract for acceptance if required.

Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Sincerely,

**Aguilar & Associates**

Guillermo Aguilar, AIA  
C13165  
Principal

ACCEPTED BY:

**San Ysidro School District**

\_\_\_\_\_

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

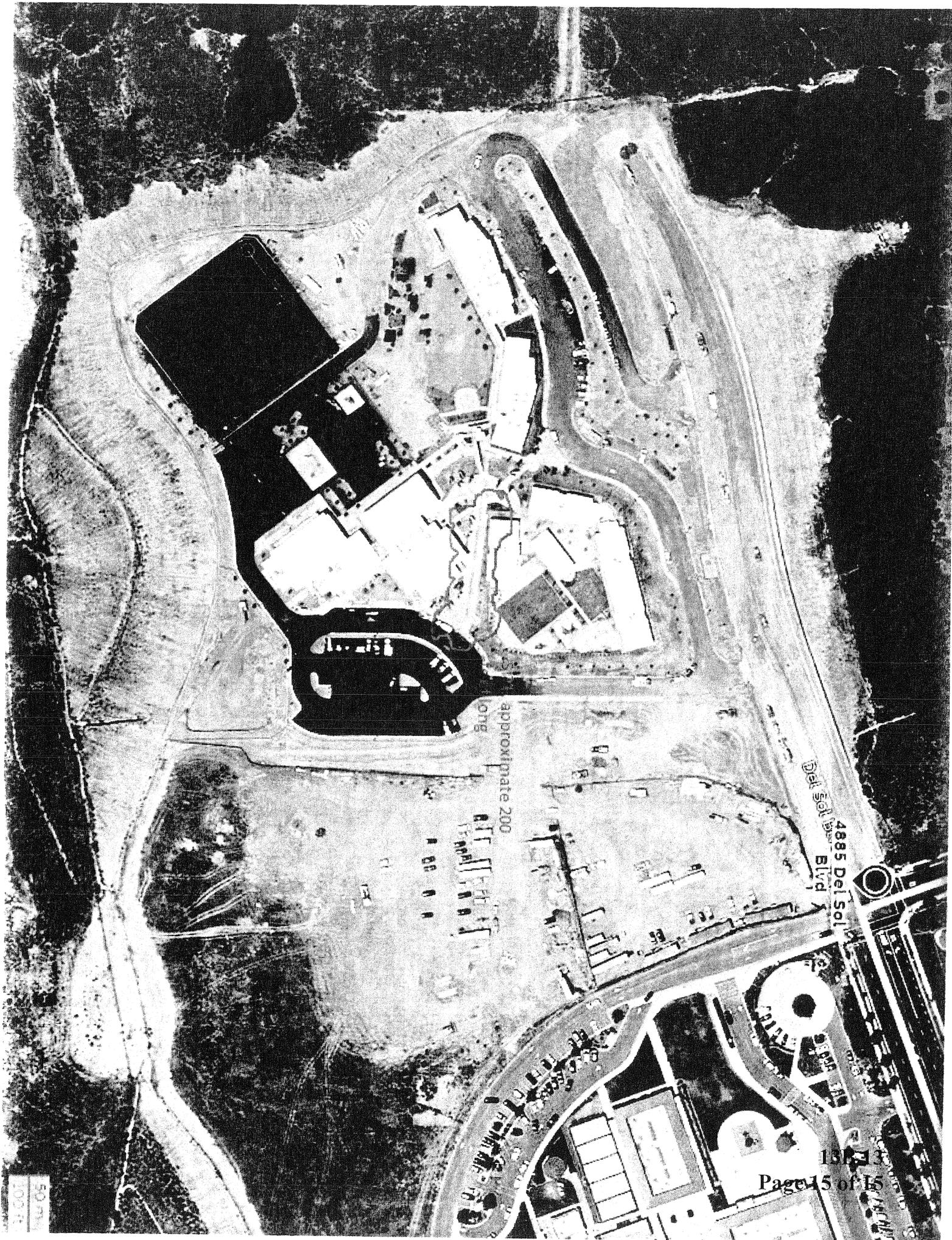


**EXHIBIT A**

A/E FEE PROPOSAL - ATTACHMENT A  
 NOT-TO-EXCEED  
 Vista Del Mar Entry Canopies  
 San Ysidro School District

LEVEL OF EFFORT FEE BREAKDOWN - NOT-TO-EXCEED FEE CALCULATION - AGUILAR & ASSOCIATES - DECEMBER 8, 2015												
Item No.	Description of Tasks	Principal In Charge \$195.00	Project Manager/Architect \$164.00	Sr. Designer \$185.00	Community Outreach \$140.00	Sr. Elec. Engineer \$135.00	Sr. Civil Engineer \$138.00	Sr. Structural Engineer \$138.00	A-CAD Designer \$125.00	Clerical/Admin \$65.00	Subtotal - Hours by Task	Subtotal - Fee by Task
1	Meetings with District to coordinate scope and identified site conditions, opportunities and constraints.	3	3								6	\$1,077.00
2	Preliminary meeting with DSA to discuss project scope, agency requirements and submittal schedule for project approval.	3	3								6	\$1,077.00
3	Prepare DD and CD drawings and specifications for submittal to DSA. Coordinate consultants thought.*	6	40	6		6	6	16	6	4	90	\$13,444.00
4	Concurrent with the above, prepare presentation to parents and District. Will use color exhibits and boards.	4		2	6						12	\$1,870.00
4	DSA Submittal and plan check OVER THE COUNTER*		8								8	\$1,312.00
5	Construction Administration - 2 site visits and respond to RFIs		8			2	2	2			14	\$2,140.00
	<b>Subtotal - Hours per position</b>	<b>16</b>	<b>62</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>6</b>	<b>136</b>	<b>\$20,920.00</b>

- \* DD and CD drawings shall not include fire protection systems. In the event DSA requires sprinkler systems, the not-to-exceed fee shall be adjusted accordingly
- \*\* Additional time shall be allocated if full submittal and review is mandated by DSA.
- REIMBURSABLE EXPENSES: Please allocate approximately \$3,000.00 for reimbursable expenses billed at +15%.



Del Sol Blvd  
4885 Del Sol

Approximate 200  
1000

50 ft  
100 ft

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

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

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

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

**AGENDA ITEM:** AGREEMENT WITH COAST 2 COAST COACHING SERVICES

**BACKGROUND INFORMATION:**

Coast 2 Coast Soccer, established in 2004, offers an exciting program that incorporates STEM (Science, Technology, Engineering and Math) with Soccer. Coast 2 Coast has partnered with Engineering Professor Ricardo Valerdi from the University of Arizona, who is one of the leading innovators for combining STEM with Sports.

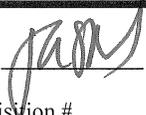
As students are engaged in the elements of soccer, they will also be engaged in topics from the Common Core Mathematics Standards and the Next Generation Science Standards. Coast 2 Coast will provide an exciting soccer curriculum based around combining students project-based learning in STEM, college readiness, soccer techniques/skills while the students' teachers participate in the Data Reflection Sessions and/or PLC meetings.

**RECOMMENDATION:**

Approve the services agreement with Coast 2 Coast Coaching effective January, 2016 at a cost not to exceed \$200,000 from Supplemental & Concentration funds.

---

Renewal    New    Amendment    Ratify    Other

**Business Services Reviewed:** 

Financial Implications?

Yes    No

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

Yes    No

Requisition #

NOT TO EXCEED

**\$200,000**

(Amount)

Supplemental & Concentration Funds

(Name of funding source and/or location)

(Funding account number)

---

Recommended for:    Approval    Denial   Certification Requested    Yes    No

**Superintendent's Office Certification:**

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

**PROFESSIONAL SERVICES AGREEMENT**

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

Coast 2 Coast Coaching  
Company/Consultant

(760) 687-3763  
Telephone Number

27324 Camino Capistrano, Ste 203  
Address

chris@c2csoccer.com  
Email

hereinafter referred to as "Consultant."

**1 SCOPE AND TERMS**

**1.1 SCOPE OF SERVICES**

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

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

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

**1.2 TERM**

Initial Term:

From: January, 2016

To: May, 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

## 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 subConsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subConsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

### 4.4 INDEPENDENT CONSULTANT & ADDITIONAL PERSONNEL

Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of Consultant shall by this Agreement become an agent or employee of the District. The work to be performed shall be in accordance with the work described herein, subject to such direction and

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

## 4.5 LAWS AND REGULATIONS

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

## 4.6 MAINTENANCE OF ACCOUNTING RECORDS

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

## 4.7 INSURANCE

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

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

### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

## Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

## Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except with notice to the District.**

## Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

## Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

## Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the District.

## Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

## Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work/services commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## 5 GENERAL PROVISIONS

### 5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this

13B.14

Page 4 of 11

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other disturbances; sabotage or judicial restraint.

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

## 5.2 SUSPENSION OF SERVICES

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

## 5.3 TERMINATION OF AGREEMENT

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

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

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

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

## 5.4 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY

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

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

## 5.5 SAFETY

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property while 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.

# SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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.

## SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

### 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.

<b>CONSULTANT:</b>	Coast 2 Coast Coaching
Name:	Chris Murphy
Title:	
Address:	27324 Camino Capistrano, Ste 203
City/State/Zip code:	Laguna Niguel, CA 92677
Telephone:	(760) 687-3763 Fax: (760) 452-7509
Email:	chris@c2csoccer.com

<b>DISTRICT:</b>	San Ysidro School District
Name:	Jose Arturo Sanchez Macias
Title:	Chief Operating Officer
Address:	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173
Telephone:	(619) 428-4476
Email:	arturo.macias@systd.k12.ca.us

### 6 ENTIRE AGREEMENT

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

### 7 WARRANTY OF AUTHORITY:

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

### CONSULTANT

### DISTRICT

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
SAN YSIDRO SCHOOL DISTRICT  
Firm Name

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Jose Arturo Sanchez Macias, Chief Operating Officer  
Print Name, Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

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

**SAN YSIDRO SCHOOL DISTRICT**

4350 Otay Mesa Road, San Ysidro, CA 92173

**SCHOOL SAFETY CERTIFICATION FORM**

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

(Complete only if pertinent)

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

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

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

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

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

Name

Last 4-digits of SSN or CDL Number

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

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

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

Consultant \_\_\_\_\_

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

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



# Coast 2 Coast Coaching & San Ysidro School District

**Coast 2 Coast Coaching**

27324 Camino Capistrano, Ste 203,  
Laguna Niguel, CA 92677

**Email:** chris@c2csoccer.com

**Phone:** (760)687-3763

**Fax:** (760)452-7509

**Tax ID:** 26-4615732

This AGREEMENT entered into this 19<sup>th</sup> of November, 2015 at San Ysidro School District, County of San Diego, State of California, by and between San Ysidro School District and Coast 2 Coast Coaching.

WITNESSETH for the Sum not to exceed \$200,000

Coast 2 Coast Coaching will provide an active engaging soccer curriculum based around combining STEM, college readiness, soccer techniques, soccer skills and world cup scrimmages. Scheduling details and costs are found in Appendix 1.

Consultant will invoice the District 30% at the start of the program and monthly thereafter.

The parties enter into this agreement with the understanding that if, for any reason, the Board of Trustees of the San Ysidro School District wishes to terminate this agreement, it may do so and pay the Consultant a prorated portion of the sum due based on work already satisfactorily completed.

Contractor will complete the criminal background check requirements of California Education Code Section 45125.1 and a TB test for the school sites that it will work with in San Ysidro School District. None of the Coast 2 Coast Soccer employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c).

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto, the day and year first above written.

**Appendix 1:** Scheduling details & costs

- Start date: January 2016 (week of)
- End date: May 2016 (week of)
- Hours per week of service: 288
- Week #: 12
- Cost per hour: \$50 (40% direct wages; 20% supplies; 25% admin)

**SIGNATURE PAGE  
COAST 2 COAST SOCCER**

**EXHIBIT A**  
Page 2 of 2

Date: 11/19/15

Print Name: CHRIS MURPHY



Signature:

**SAN YSIDRO SCHOOL DISTRICT**

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

Print Name: J. Arturo Sanchez Macias

Superintendent Funding: N/A

Administrator Approval: N/A

Signature: \_\_\_\_\_

**APPENDIX 1**

SCHEDULING DETAILS AND COSTS

Total cost	\$172,800
Total hours	3,456
Hours every 4 weeks	1,152

School Site	Hours per week	Subs	Hours per day	Days
VDM	36	6	6	1
Smyth	36	6	6	1
La Mirada	36	6	6	1
Willow	72	6	6	2
Sunset	72	6	6	2
OVH	36	6	6	1
	288			