

San Ysidro School District Governing Board

AGENDA

Tuesday,
May 30, 2023
5:00 p.m.

WELCOME

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

**La Mirada School
Auditorium
222 Avenida De La Madrid
San Ysidro, CA 92173**

GENERAL ADMINISTRATION

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, APRIL 13, 2023
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, April 13, 2023, to conduct its business meeting at **San Ysidro Middle School - Multicultural Complex, 4345 Otay Mesa Road, San Ysidro, CA 92173**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held from 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

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

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President

Mrs. Irene Lopez, Board Vice-President - *Arrived at 5:02 p.m.*

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the agenda.

Motion: Pallasigue Second: Martinez Vote: 4-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address Closed Session Items Only. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

President Pallasigue made a motion to recess to Closed Session, seconded by Board Clerk Rosario. The vote was 5-0.

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

5.1 GOVERNMENT CODE SECTION 54957.6 (Olea)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**5.2 GOVERNMENT CODE SECTION 54957 (Olea)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

5.3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 2

5.4 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Legal Counsel)
Initiation of litigation pursuant to Paragraph (4) of Subdivision (d) of Government Code § 54956.9 :
Consideration of One (1) Potential Case—Social Media Adolescent Addiction/Personal Products Liability
Litigation (Social Media Litigation)

RECONVENED into OPEN SESSION at 6:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board had nothing to report from Closed Session.

6. CALL TO ORDER Who: President Pallasigue Time: 6:06 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mrs. Rosaleah Pallasigue, Board President
Mrs. Irene Lopez, Board Vice-President
Mrs. Zenaida Rosario, Board Clerk
Mr. Rudy Lopez, Member
Mr. Antonio Martinez, Member

8. FLAG SALUTE by Rihanna Maldonado, Smythe Student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)

- 9.1** School Spelling Bee Coordinators & Student Winners - Presented by Executive Director of Educational Services, Cynthia Monreal González and School Principals
- 9.2** Nomination for the CALSA San Diego Chapter Administrator of the Year Award, Smythe Interim Principal Marlo Vasquez - Presented by Assistant Superintendent of Educational Leadership and Pupil Services, Russell Little

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

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

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of the meeting. Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent’s Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysdschools.org.

Saul Gonzalez, Employee, Commented: 1) He has been a teacher for thirty years. 2) Read the letter

of the resignation of his wife, Cythia Monreal Gonzalez, Executive Director of Educational Services. They brought their children to school here and see the benefits in their children having spent their early years in San Ysidro. Asked the board to reach out if there is anything she can do to serve the students, staff and community. 3) Shared concerns regarding his wife's resignation.

Linda Olea, Executive Director of Human Resources, Commented: 1) Cynthia Monreal Gonzalez has served in the district in multiple capacities the last twenty five years. She's been an amazing friend and colleague. 2) Ms. Gonzalez always makes decisions and recommendations with our students in mind and is a servant leader. 3) Thanked Ms. Gonzalez for her time here in the district.

Christina Goosby, Parent, Commented: 1) She is here on behalf of her daughter and all children within special education services. Her daughter attends OVHS Kindergarten. 2) There is a lack of services for special education that our children need and it's impacting their academics. 3) Her daughter scored below average in speech pronunciation and in verbally speaking certain words. It's not only impacting her child but other children as well. 4) Please let parents know what we can do. 5) Please do better with communication between parents and educators. She didn't know that her daughter wasn't getting the services she needed until she saw a regression in her speech.

Juanita Nunez, SciPhy Teacher, Commented: 1) Thanked the Board, instructional leaders and Elizabeth Originales for providing the opportunity to attend the California Association for Bilingual Education (CABE) Conference. 2) Shared information from the conference about the research-based educational strategies that improve and promote students' learning.

Elva De Baca, SciPhy Teacher, Commented: 1) Shared information about the CABE Conference and a story she heard at the conference about a little boy whose life was going wrong and how the high school teacher changed his life. We have so much power as teachers and educators. 2) Educators' self care is important. Let's be strong and energized to use that power well. 3) Thanked the board for being advocates for our students and promoting the multicultural voice for equity for our students.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Clerk Rosario, Commented: 1) Congratulated the Spelling Bee winners. 2) She was fortunate to attend the CABE Conference. 3) There is a lot of research that proves that children will be much more successful being multilingual. We need to implement strong academic multilingual programs for our children so they can receive their biliteracy certificate when they graduate from high school. 4) We need to support our parents and share what we are doing in the classroom so they will know how to work with their kids at home.

Board Member Rudy Lopez, Commented: 1) Sat in sessions with teachers at the CABE Conference and returned with a better appreciation of what we can do and what we can do differently. 2) We will be going to Washington D.C. to advocate for education and will focus on the Fair Funding Formula for Special Education and Mental Health, Universal Nutrition, Access to Broadband for our communities and Cyber Security.

President Pallasigue, Commented: 1) She is looking forward to hearing about the Beyer community center construction project. 2) Would like us to look into bringing guest speakers for student assemblies. 3) Acknowledged the parent that came to address the board.

Board Member Martinez, Commented: 1) Thanked Principal Bojorquez for hosting the meeting. 2) Would like a review in the next coming meetings of how our middle school students prepare for high school. Particularly, the electives and the after school opportunities we offer. 3) Would like to have a joint school boards meeting, particularly, with Sweetwater because our students transition to Sweetwater. 4) Appreciates the parent that shared her comment about special education. Every child in this school district deserves

the best opportunity to succeed. 5) Visited Sunset School. Appreciates the work that staff does. He will visit La Mirada next.

Board Member Irene Lopez, Commented: 1) Asked for a Moment of Silence for Irma Rodriguez, former employee. 2) Special education has grown and sometimes we don't have the resources we need. 3) We used to recruit teachers at the CABE Conference. She attended the Mini CABE Conference and found out that National School District has a counselor, psychologist and social worker at each elementary school and this support helped their students. 4) Some of our social workers are used at different schools. We need to have full time support staff for students at each elementary school. 5) Thanked Dr. Iniguez and Mr. Silva for the TK and Preschool meeting at La Mirada School. It's important to get input from parents and staff. 6) Thanked everyone for working hard. 7) Thanked Principal Bojorquez and Assistant Principal Ruiz for hosting the meeting.

Superintendent Potter, Commented: 1) Thanked principals for the listening sessions with student leaders. 2) Thanked Assistant Principal Ruiz for hosting the meeting. 3) Sweetwater Union High School District partnered with our district and invited a San Ysidro Middle School student to meet the famous soccer player Alex Morgan. Ms. Morgan started a nonprofit organization and partnered with Casa Familiar. The foundation will support mothers and female soccer players in our community. 4) Thanked Dr. Iniguez, Mr. Silva and Ms. Adrianzen for competitively selecting a criterion architect for the modernization of San Ysidro Middle School and for the development and building of the Beyer Community Center. 5) Thanked Juanita and Elva for acknowledging CABE and the goal of creating a multicultural global society. 6) SciPhy won an INSPIRE award from the Classroom of the Future Foundation and will be recognized on May 18. 5) Thanked Interim Principal Vasquez for bringing Scripps Howard Funds Celebration to Smythe School. Students received the first copy of the new book Dog Man. 6) Thanked Ms. Goosby. She will schedule a follow up meeting. 7) Sue Fieser was a teacher at Sunset and Beyer Schools for almost forty years and loved San Ysidro. May she rest in peace.

12. GENERAL ADMINISTRATION

12.1 MINUTES (Potter)

The Board approved the minutes of the Special Board Meetings of March 9, 2023 and March 20, 2023.

Motion: Pallasigue Second: I. Lopez Vote: 5-0

12.2 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 3000 SERIES (Adrianzen/Iniguez)

The Board approved the first reading and adoption of revised Board Policies and Administrative Regulations – 3000 series: Board Policy/Administrative Regulation 3250 - Transportation Fees, Board Policy 3260 - Fees and Charges (minor revision), Administrative Regulation 3260 - Fees and Charges, Regulation 3350 - Travel Expenses, Board Policy/Administrative Regulation 3460 - Financial Reports and Accountability, Board Policy/Administrative Regulation 3515 - Campus Security, Administrative Regulation 3516.2 - Bomb Threats and Board Policy 3540 - Transportation.

Motion: Martinez Second: I. Lopez Vote: 5-0

12.3 ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE T FOR FISCAL YEAR 2020-21 (Adrianzen)

The Board approved the 2020-21 Annual Financial Report for General Obligation Bond Measure T. (A representative from Wilkinson, Hadley, King & Co., LLP was present to answer questions.)

Motion: R. Lopez Second: Z. Rosario Vote: 5-0

12.4 ANNUAL FINANCIAL AUDIT REPORT FOR GENERAL OBLIGATION BOND MEASURE U

FOR FISCAL YEAR 2020-21 (Adrianzen)

The Board approved the 2020-21 Annual Financial Report for General Obligation Bond Measure U. (A representative from Wilkinson, Hadley, King & Co., LLP was present to answer questions.)

Motion: Pallasigue Second: R. Lopez Vote: 5-0

12.5 DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS (Olea)

The Board approved the ‘Declaration of Need’ for Fully Qualified Educators, in specific areas which are difficult to fill for the 2023-2024 school year.

Motion: Pallasigue Second: Z. Rosario Vote: 5-0

13. CONSENT CALENDAR

The Board approved the Consent Calendar:

Motion: Martinez Second: R. Lopez Vote: 5-0

13A. PERSONNEL – CLASSIFIED

APPROVE NEW JOB DESCRIPTIONS (Olea)

The Board approved the new job descriptions for the following as recommended by staff:

13A.1 Bus Aide

13A.2 Network and Systems Specialist

APPROVE REVISED JOB DESCRIPTIONS (Olea)

The Board approved the revised job descriptions for the following as recommended by staff:

13A.3 Lead Campus Security

RETIREMENT (Olea)

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

13A.4 Health Clerk

RECRUITMENT (Olea)

The Board approved to establish recruitment for the following as recommended by staff:

13A.5 Bus Aides

13A.6 Network and Systems Specialist

EMPLOYMENT (Olea)

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

13A.7 Special Education Technician – Eugenia Teodoro, Special Education

13A.8 Substitute Instructional Aide – Fermin Sanchez, All Sites

13B. PERSONNEL – CERTIFICATED

RESIGNATION (Olea)

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

13B.1 Special Day Class Teacher

RECRUITMENT (Olea)

The Board approved to establish recruitment for the following as recommended by staff:

13B.2 Temporary Intervention Support Teachers

EMPLOYMENT (Olea)

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

- 13B.3** Resource Teacher – Cynthia Mosqueda, Educational Services
- 13B.4** Temporary Behavior Specialist – Marianna Rochin, Special Education Department
- 13B.5** Temporary Science/Physical Education Enrichment Teachers
 - a. Allison Reik, Educational Services
 - b. Eugene Yepis, Educational Services
- 13B.6** Temporary School Psychologists
 - a. Kristine Hernandez-Flores, Site TBD
 - b. Diana Jacquez, Site TBD
 - c. Mary Jo Mullin, Site TBD
- 13B.7** Temporary Social Workers
 - a. Jedzida Herron, Site TBD
 - b. Brianna Minton, Site TBD
- 13B.8** Temporary Special Day Class Teacher – Jonathan Yniguez, Smythe

13C. PERSONNEL – MANAGEMENT & CONFIDENTIAL

APPROVE REVISED JOB DESCRIPTIONS (Olea)

The Board approved the revised job descriptions for the following as recommended by staff:

- 13C.1** Administrative Confidential Secretary to Communications Specialist

APPROVE NEW JOB DESCRIPTION (Olea)

The Board approved the new job description for the following as recommended by staff:

- 13C.2** Fiscal Services Analyst

RESIGNATION (Olea)

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

- 13C.3** Executive Director of Educational Services

RECRUITMENT (Olea)

The Board approved to establish recruitment for the following as recommended by staff:

- 13C.4** Fiscal Services Analyst

APPOINTMENT (Olea)

The Board approved the appointment of the following as recommended by staff:

- 13C.5** Senior Executive Secretary to the Superintendent and Governing Board

13D. CURRICULUM & INSTRUCTION

13D.1 PILOT OF HISTORY-SOCIAL SCIENCE CORE MATERIALS FOR ELEMENTARY SCHOOL (González)

The Board approved the pilot of History Social Science core instructional materials for elementary schools at no cost to the District.

13D.2 STUDENT PARTICIPATION AT THE 30TH ANNUAL ADELANTE MUJER CONFERENCE (Little)

The Board approved the attendance and participation of approximately 60 middle school students and their parents at the 30th Annual Adelante Mujer Conference scheduled for Saturday, April 15, 2023 at the total cost of \$1,700.00 from the General fund.

13D.3 REVISIONS OF THE SCHOOL PLAN FOR STUDENT ACHIEVEMENT (SPSA) FOR VISTA DEL MAR AND SAN YSIDRO MIDDLE SCHOOLS (González/Herrera-Cevallos/Bojorquez)

The Board approved the revisions of the School Plan for Student Achievement for Vista Del Mar and San Ysidro Middle Schools.

13D.4 FIELD TRIPS TO PETCO PARK (Little)

The Board approved the field trips to Petco Park for students and chaperones to attend two Padres Baseball games at the total cost of \$88.00 for transportation services from the General fund.

13D.5 PROFESSIONAL DEVELOPMENTS (González)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

13E. BUSINESS

13E.1 PURCHASING REPORT (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period March 1, 2023 through March 31, 2023. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

13E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of March 1, 2023 through March 31, 2023 for a total expenditure of \$1,410,575.76. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

13E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

13E.4 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$17,755.50 to help support and enrich our educational programs.

13E.5 THIRD QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2022-23 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the third quarter from January 1, 2023 to March 31, 2023 of the 2022-23 school year for submission to the San Diego County Office of Education.

13E.6 SERVICE AGREEMENT WITH EMILY N. STEWART CONSULTING FOR PROFESSIONAL

LEARNING AND INSTRUCTIONAL COACHING FOR PRESCHOOL (González)

The Board approved the service agreement with Emily N. Stewart Consulting for professional learning services and instructional coaching for Preschool teachers and instructional aides during the 2023-24 school year at the total cost of \$54,500.00 from the CSPP funds.

13E.7 AGREEMENT WITH EMILY N. STEWART CONSULTING FOR PROFESSIONAL LEARNING SERVICES (González)

The Board approved the service agreement with Emily N. Stewart Consulting for professional learning services for Transitional Kindergarten teachers, administrators and for Kindergarten and 1st grade teachers during the 2023-24 school year at the total cost of \$87,700.00 from the Title I PD fund.

13E.8 AGREEMENT WITH SPEECH TREE THERAPY CENTER (González/Madera)

The Board approved the agreement with Speech Tree Therapy Center to provide speech therapy services during school year 2022-2023. Cost implications will be paid from the Special Education fund.

13E.9 PURCHASE AGREEMENT WITH TWIG EDUCATION, INC. (González)

The Board approved the 6-year purchase agreement with Twig Education, Inc. for the adoption and implementation of the Twig Science Program for students in grades TK – 5th at the total cost of \$707,450.71 from the ESSER III fund.

13E.10 AGREEMENT WITH HEALTH4HIRE, INC. (González)

The Board approved/ratified the 5-year service agreement with Health4Hire, Inc. for the professional development and implementation of the *Puberty: The Wonder Years*TM program as Health Education Curriculum for students in grades 5th and 6th at the total cost of \$26,498.00 from the Health Education Grant.

13E.11 PURCHASE AGREEMENT WITH MCGRAW HILL EDUCATION FOR THE ADOPTION AND IMPLEMENTATION OF THE IMPACT CALIFORNIA SOCIAL SCIENCE FOR MIDDLE SCHOOL (González)

The Board approved the purchase agreement with McGraw Hill Education for the adoption and implementation of the Impact: CA Social Studies program for 7th and 8th grade students at the total cost of \$168,730.26 from the Arts and Music Discretionary Block Grant.

13E.12 AMENDMENT TO THE AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR THE COMPREHENSIVE K-12 HEALTH EDUCATION PROGRAM (González)

The Board approved/ratified the amendment to the agreement with San Diego County Superintendent of

Schools to extend the term of the Comprehensive K-12 Health Education Program and to receive additional \$10,000.00 from the Health Education Grant.

13E.13 EMERGENCY CONNECTIVITY FUND (ECF) PROGRAM (Adrianzen/Lewis)

The Board accepted the Universal Service Administrative Company's Emergency Connectivity Fund (ECF) in the amount of \$954,405.49 and approved the purchase of technology equipment.

13E.14 VEEAM SUBSCRIPTION RENEWAL (Adrianzen/Lewis)

The Board approved the VEEAM Backup and Recovery 36-month subscription renewal through BorderLAN at a cost of \$8,160.00 from the General fund.

13E.15 AGREEMENT WITH BENCHMARK EDUCATION TO RENEW AND UPGRADE THE CORE

ENGLISH LANGUAGE ARTS CURRICULUM: ADVANCED/ADELANTE PROGRAM FOR GRADES KINDER THROUGH 6TH (González)

The Board approved the 5-year agreement with Benchmark Education to renew and upgrade the Core English Language Arts curriculum for grades kindergarten to sixth at the total cost of \$822,132.50 from the Lottery fund.

13E.16 AGREEMENT WITH CURRICULUM ASSOCIATES, INC. FOR THE IMPLEMENTATION OF THE ELLEVATION PLATFORM (González)

The Board approved the agreement with Curriculum Associates, LLC to implement the Ellevation Platform as a comprehensive English Learner management program at the total cost of \$93,333.34 from the Title III fund and the Educator Effectiveness Block Grant.

13E.17 AWARD RFP FOR DESIGN CRITERIA ARCHITECT SERVICES FOR THE SAN YSIDRO MIDDLE SCHOOL MODERNIZATION AND BEYER COMMUNITY RESOURCE CENTER

PROJECTS (Iniguez)

The Board awarded the Request for Proposal for Design Criteria Architect Services for San Ysidro Middle School Modernization and Beyer Community Resource Center Projects and authorized staff to enter into agreement with DAVY Architecture. The contract amount is to be negotiated and will be paid from General Obligation Bonds Measure T & U and/or other available funding sources.

13E.18 AGREEMENT WITH SBCS CORPORATION FOR SCREENING TO CARE PROGRAM

(González/Madera)

The Board approved the Memorandum of Understanding with SBCS Corporation to provide the Screening to Care Program at no cost to the District.

Board President Pallasigie made a motion to adjourn, seconded by Board Member Martinez. The vote was 5-0.

14. ADJOURNMENT Time: 7:22 p.m.

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

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

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, MARCH 9, 2023
5:00 p.m.

Pursuant to Government Code Sections 54954 and 54954.2 and Education Code Section 35140, the Regular Meeting of the Governing Board was held on Thursday, March 9, 2023, to conduct its business meeting at **Smythe School - Auditorium, 1880 Smythe Ave, San Ysidro, CA 92173**. Any meeting participant who engages in disorderly conduct which disturbs the peace and good order of the meeting, or refuses to comply with the lawful orders of the Board may be ordered removed from the meeting, and may be guilty of a misdemeanor (Cal. Penal Code Sec. 403). Closed Session was held at 5:00 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. Closed Session was conducted in accordance with applicable sections of California Law.

MINUTES

1. CALL TO ORDER Who: President Pallasigie Time: 5:05 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mrs. Rosaleah Pallasigie, Board President

Mrs. Irene Lopez, Board Vice-President

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the following correction to the agenda.

- 1) Corrected agenda item 13.2 DAY/WEEK OF THE TEACHER on May 8-14, 2022 to reflect May 8-14, 2023.

Motion: Martinez Second: Rosario Vote: 5-0

4. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 5:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address

Closed Session Items Only. (Closed Session Items may be continued to the end of meeting if necessary.)

There were no public comments.

Board President Pallasigie made a motion to recess to Closed Session, seconded by Board Member Martinez. The vote was 5-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:07 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION (Potter)

Pursuant to Government Code Section 54956.9(d)(1)

Case: San Diegans for Open Government vs. San Ysidro School District, et. al.

Case No. 37-2017-00048800-CU-MC-CTL

5.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Legal Counsel)

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

No. of cases: 2

**5.3 GOVERNMENT CODE SECTION 54957.6 (Olea)
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Linda Olea, Executive Director of Human Resources

Employee Organizations:

San Ysidro Education Association/CTA

California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

**5.4 GOVERNMENT CODE SECTION 54957 (Olea)
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT**

RECONVENED into OPEN SESSION at 6:06 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

Item 5.4

- 1) The board voted 5 in favor to give notice to three certificated administrators that they may be reassigned to an alternative administrative position for the 2023-2024 school year pursuant to Education Code Section 44951. Board Member Rudy Lopez made a motion, seconded by Board Member Antonio Martinez.
- 2) The board voted 5 in favor to approve providing a notice of unsatisfactory performance to a certificated employee. Motion was made by Board Member Rudy Lopez, seconded by Board Vice President Irene Lopez.

6. CALL TO ORDER Who: President Pallasigue Time: 6:07 p.m.

7. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President

Mrs. Irene Lopez, Board Vice-President

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Member

8. FLAG SALUTE by Rihanna Maldonado, Smythe Student

9. BOARD RECOGNITION/DISTINGUISHED CHAMPIONS (Mata)

9.1 Smythe Year To Date Perfect Student Attendance - Presented by Interim Principal, Marlo Vasquez

9.2 Teacher of the Year Winners - Presented by Executive Director of Human Resources, Linda Olea

9.3 Classified Employee of the Year Winners - Presented by Executive Director of Human Resources, Linda Olea

9.4 California Purple Star Schools - Ocean View Hills School and Vista Del Mar Middle School - Presented by

Coordinator of Pupil Services, Veronica Medina

10. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address all of their items. If translation services are required, please state that, and an additional one (1) minute

will be allotted. **Approach the lectern and give your name.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda.

Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of the meeting.

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

Francisco Mata, Employee, Commented: 1) Shared condolences to the Inzunza family for the passing of their mother, Ms. Hilda Beatrice MacFarland. 2) Ms. MacFarland was an advocate for the Mexican-American Community and many other underserved communities. 3) Ms. MacFarland and her husband served on the San Ysidro School District Governing Board and became the first married couple in the state to hold office together. 4) She was a catalyst in introducing bilingual education to California Schools and an advocate for the poor working class and for elderly rights. 5) Asked for a moment of silence in her honor.

Karla Montanez, CSEA President, Commented: 1) Shared concerns about the positions that the board is considering eliminating and how it will affect the CSEA members' workload and our students. 2) Six positions that are being eliminated are Special Education positions and we all know that every year we have more students with special needs. Our Instructional Aides, SPED and Instructional Health Care Assistants not only help our special education classrooms but also support many students that are not identified in the general education classrooms. 3) Invited the board to visit SDC classrooms, RSP and our Transportation Department. 4) Asked the board to talk to our classified employees about their working environment.

Fernanda Rios, CSEA Member, Commented, 1) Shared concerns about the resolution to layoff classified positions. 2) The positions will be vacant, but the work is still there. 3) As an IA in SPED, I see how spread thin my coworkers are, especially the ones in SDC classes. We are supposed to provide the best care and academic support while most of the time doing the job of two people. Instructional Health Care Assistants do the same. 4) If these positions are laid off, how will we be able to support our students? 5) Start cuts from the top with district management.

Fabiola Macias, CSEA Member, Commented: 1) Shared concerns about not replacing the custodial positions. 2) The district always wants to cut from the employees that make less money. Believes that making cuts from higher paid positions would be more productive. 3) Besides being custodians, we are campus aides, security guards and gardeners. 4) Every year, custodians have more work and do not get paid for it. They used to pay us to clean up after the YMCA After School Program. Now, the Pathways Program was included and we don't get extra pay. 5) Asked the board that before making a decision to analyze this and put themselves in their position before this affects the schools and especially our students.

Sylvia Ramos, CSEA Member, Commented: 1) She's been a custodian for sixteen years. Throughout the years, there's been cuts in personnel and custodians had to adapt especially during the pandemic. Custodians distributed food, directed traffic and cleaned desks everyday. 2) The district stopped paying them for the work they did cleaning up after the YMCA After School Program and implemented the Pathways Program with no extra pay. 3) The schools don't need more personnel cuts. 4) Our priority is to have a clean school and to serve our students.

Jorge Barriga, CSEA Member, Commented: 1) Eliminating classified positions is not the solution. They play a vital role ensuring the district runs smoothly and efficiently. 2) This will create an overwhelming workload for remaining staff. Cutting positions could lead to increased costs down the line. 3) Urged the board to reconsider the decision. While cost savings are important, it should not come at the expense of district operations, dedicated employees or the quality of service we provide to our students and

community. 4) Let's work together to explore alternatives.

Jorge Alvarez, CSEA Member, Commented: 1) It seems when the district has financial struggles, classified employees pay the price. 2) During the pandemic classified employees were essential workers. 3) If a student environment is unkept, it can have a negative effect on the child's learning experience. 4) Classified do their jobs with loyalty. 5) Asked the board to reconsider closing essential classified positions.

Lidia Aguilera, Commented: 1) She's been a custodian for nineteen years and is speaking on behalf of her fellow custodians. 2) The majority of the custodians don't speak English and feel they don't have a voice. 3) The district is only thinking about saving and doesn't take into consideration the negative effect the changes will bring to employees and students. Employees will have more work within the same amount of time and will not be able to clean as well as they do now. 4) The schools also have programs such as the YMCA and other after school programs that add to their workload. 5) She wouldn't feel comfortable leaving her grandchildren at a school where cleanliness is not a top priority.

Cruz Delgado, Employee, Commented: 1) Shared concerns about the elimination of the painter position. 2) At Ocean View Hills School alone there are more than eleven thousand linear feet to paint. This does not include one hundred twenty-two doors, windows, signs etc. There are a lot more painting projects at all the schools and the district office. 3) We need more than one painter.

Brenda Lopez, Employee, Commented: 1) She is an instructional assistant in an SDC class. 2) Layoffs will impact the employees who remain working in the district. We will all be overcome with an overload of work. 3) Students will be greatly affected and they need support academically, socially and emotionally. 4) Students are said to be our number one priority. 5) Asked the board not to layoff anymore staff members.

Gustavo Padilla, CSEA Labor Representative, Commented: 1) Shared concerns regarding the Classified Layoff Resolution. 2) Classified employees are the lowest paid in the district and do it with heart, passion, integrity and that deserves respect. 3) Asked the board to look at the positions and reconsider. The work is there and our students deserve the best.

11. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Rudy Lopez, Commented: 1) Acknowledged Spelling Bee participants and the staff that supported them. 2) Thanked Tom Silva, Construction Consultant, for the work he is doing.

Board Clerk Rosario, Commented: 1) Had the opportunity to read to students. 2) Thanked classified staff for all their hard work and dedication to our community. 3) We need to continue promoting literacy at our schools and supporting teachers and students with materials they need to engage students in reading. 4) Dialogic reading encourages children to want to be an author and write a book. 5) Open Houses were wonderful. Thanked principals and assistant principals. 6) We need to hear the concerns and needs to make the best decisions for our children.

Board Member Martinez, Commented: 1) Thanked Interim Principal Vasquez for hosting the meeting. 2) Thanked Veronica Medina for leading Project REST to help our students find stable housing. A lot of students in our district are transitionally homeless. Students that have stable housing will be more effective in school overall. 3) He knows that classified staff work hard and give it their all.

Board Vice President Lopez, Commented: 1) Thanked Interim Principal Vasquez for hosting the meeting. 2) She was a classified employee. 3) The Pathways program is mostly done by classified staff and this keeps our kids off the street. 4) We need all of our people and need to work together and help each other. 5) We are all in this together. 6) Enjoyed Read Across America. 6) We need more programs for our kids after

school regarding bullying and respecting each other.

President Pallasigue, Commented: 1) Thanked CSEA members for coming and sharing their concerns. We listen and take it to the heart. We can't do everything we are asked but we can do our best to do so. 2) We value everyone. We need to be aware when a department is overloaded. 3) I give equitable respect across the board.

Superintendent Potter, Commented: 1) Thanked the CSEA Leadership Team. We value your voice and value the team of classified employees in our district. 2) All custodial positions were removed from the layoff resolution. 3) Cabinet will continue to work in partnership with the CSEA Leadership Team regarding continued conversations about special education positions, needs and maintenance. 4) Thanked Interim Principal Marlo Vasquez and staff for hosting the meeting. 5) We were the only South Bay School District to have students at the county level Spelling Bee. 6) Thanked staff for the Open House events. 7) We won the Community Schools Grant written by Veronica Medina, Mr. Little and Dr. Farkas.

12. CONFERENCE SESSION

Reports/Presentations

- 12.1 Mental Health Data Presentation - Presented by Coordinator of Student Services, Denise Villezcas
- 12.2 Student & Family Services Board Update - Presented by Coordinator of Pupil Services, Veronica Medina
- 12.3 2022-23 Second Interim Financial Report - Presented by Chief Business Official, Marilyn Adrianzen

13. GENERAL ADMINISTRATION

13.1 RESOLUTION NO. 22/23-0042 - DAY/WEEK OF THE TEACHER (Olea)

The Board adopted Resolution No. 22/23-0042 declaring the observance of Wednesday, May 10, 2023, as the San Ysidro School District “Day of the Teacher” and the week of May 8-14, 2023, as “Week of the Teacher.”

Motion: Pallasigue Second: I. Lopez Vote: 5-0

13.2 RESOLUTION NO. 22/23-0043 - CLASSIFIED/CONFIDENTIAL SCHOOL EMPLOYEE WEEK (Olea)

The Board adopted Resolution No. 22/23-0043 recognizing the week of May 21-27, 2023, as “Classified and Confidential School Employee Week.”

Motion: I. Lopez Second: Martinez Vote: 5-0

13.3 MINUTES (Potter)

The Board approved the minutes of the Regular Board Meeting of February 9, 2023 and Special Board Meeting of February 23, 2023.

Motion: Pallasigue Second: I. Lopez Vote: 5-0

13.4 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 0000 SERIES (Iniguez/González)

The Board approved the first reading and adoption of revised Board Policies and Administrative Regulations – 0000 series: Board Policy/Administrative Regulation 0430 - Comprehensive Local Plan for Special Education, Board Policy/Administrative Regulation 0450 - Comprehensive Safety Plan and Board Policy/ Administrative Regulation 0460 - Local Control and Accountability Plan.

Motion: Martinez Second: R. Lopez Vote: 5-0

13.5 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 5000 SERIES (Iniguez/González)

The Board approved the first reading and adoption of revised Board Policies and Administrative Regulations – 5000 series: Board Policy/Administrative Regulation 5131.7 - Weapons and Dangerous Instruments, Administrative Regulation 5141.3 - Health Examinations, Board Policy/Administrative Regulation 5142 - Safety, Administrative Regulation 5142.2 - Safe Routes to School Program, Board Policy/Administrative Regulation 5148.2 - Before/After School Programs and Board Policy/Administrative Regulation 5148.3 - Preschool/Early Childhood Education.

Motion: Pallasigue Second: R. Lopez Vote: 5-0

13.6 FIRST READING AND ADOPTION OF REVISED BOARD POLICIES AND ADMINISTRATIVE REGULATIONS – 6000 SERIES (González)

The Board approved the first reading and adoption of revised Board Policies and Administrative Regulations – 6000 series: Administrative Regulation 6164.4 - Identification and Evaluation of Individuals for Special Education.

Motion: Pallasigue Second: Rosario Vote: 5-0

13.7 FIRST READING AND ADOPTION OF REVISED BOARD BYLAWS – 9000 SERIES (Potter)

The Board approved the first reading and adoption of revised Board Bylaws – 9000 series: Board Bylaw 9220 - Governing Board Elections, Board Bylaw 9223 - Filling Vacancies and Board Bylaw 9323 - Meeting Conduct.

Motion: Martinez Second: R. Lopez Vote: 5-0

13.8 MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE EXTENSION OF PROBATION FOR ONE UNIT MEMBER (Olea)

The Board approved the Memorandum of Understanding between San Ysidro School District and California School Employees Association regarding the Extension of Probation for one unit member.

Motion: R. Lopez Second: I. Lopez Vote: 5-0

13.9 RESOLUTION NO. 22/23-0044 – LAYOFF OF CLASSIFIED STAFF (Olea)

The Board approved the amended Resolution No. 22/23-0044 authorizing the District to reduce and/or eliminate the following particular kinds of services of the District at the close of the 2022-2023 school year removing one full time custodian and two part time custodians.

Motion: Pallasigue Second: R. Lopez Vote: 5-0

13.10 RESOLUTION NO. 22/23-0045 – LAYOFF OF CERTIFICATED STAFF (Olea)

The Board adopted Resolution No. 22/23-0045 authorizing the District to reduce and/or discontinue the following particular kinds of services of the District at the close of the 2022-2023 school year.

Motion: R. Lopez Second: Pallasigue Vote: 5-0

13.11 SECOND INTERIM FINANCIAL REPORT FOR 2022-23 FISCAL YEAR (Adrianzen)

The Board approved the 2022-23 Second Interim Financial Report.

Motion: Pallasigue Second: I. Lopez Vote: 5-0

14. CONSENT CALENDAR

The Board approved the Consent Calendar.

Motion: Pallasigue Second: Martinez Vote: 5-0

14A. PERSONNEL – CLASSIFIED

RECRUITMENT (Olea)

The Board approved/ratified to establish recruitment for the following as recommended by staff:

- 14A.1 Instructional Aide Special Education
- 14A.2 Instructional Health Care Assistant

EMPLOYMENT (Olea)

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

- 14A.3 Campus Aides
 - a. Mariela Fonseca, Vista Del Mar
 - b. Natalie Villarruel, San Ysidro Middle School
 - c. Ingrid Zuazo, Vista Del Mar
- 14A.4 Instructional Aide – Carolina Valadez, Child Development Center
- 14A.5 Substitute Custodians
 - a. Ricardo Alvarez, All Sites
 - b. Francisco Benitez, All Sites
 - c. Aaron Zepeda, All Sites
- 14A.6 Substitute Instructional Aides
 - a. Daniella Dunn, All Sites
 - b. Ara Resendiz, All Sites
- 14A.7 Substitute Maintenance Person – Francisco Benitez, MOTF

14B. PERSONNEL – CERTIFICATED

RESIGNATION (Olea)

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

- 14B.1 School Psychologist

RECRUITMENT (Olea)

The Board approved to establish recruitment for the following as recommended by staff:

- 14B.2 Resource Teacher
- 14B.3 Temporary Behavior Specialist
- 14B.4 Temporary Science/Physical Education Enrichment Teachers
- 14B.5 Temporary School Psychologists
- 14B.6 Temporary Social Workers

14C. PERSONNEL – MANAGEMENT & CONFIDENTIAL

APPROVE REVISED JOB DESCRIPTIONS (Olea)

The Board approved the revised job descriptions for the following as recommended by staff:

- 14C.1 Business Services Technician
- 14C.2 Executive Secretary II
- 14C.3 Senior Executive Secretary to the Superintendent and Governing Board

14D. CURRICULUM & INSTRUCTION**14D.1 PARTICIPATION IN THE COMIENZA CON UN SUENO/IT BEGINS WITH A DREAM CONFERENCE AT UC SAN DIEGO** (Little)

The Board approved/ratified the participation of approximately 120 students and parents from all schools to the Comienza con un sueño/It begins with a Dream Conference at the total cost of \$1,000.00 from the General fund.

14D.2 GREATER SAN DIEGO READING ASSOCIATION 41st ANNUAL CELEBRATION OF LITERACY LEADERS (González)

The Board approved the participation of the District honoree and up to 10 additional staff members at the Greater San Diego Reading Association 41st Annual Literacy Awards Luncheon at the total cost of \$500.00 from the General fund.

14D.3 PROFESSIONAL DEVELOPMENTS (González)

The Board approved/ratified the attendance and participation of District staff to the different professional developments as attached.

14E. BUSINESS**14E.1 PURCHASING REPORT** (Adrianzen)

The Board approved/ratified the following purchase orders incurred by the District during the period February 1, 2023 through February 28, 2023. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14E.2 EXPENDITURE REPORT (Adrianzen)

The Board approved/ratified the expenditures incurred by the District during the period of January 1, 2023 through January 31, 2023 for a total expenditure of \$1,632,841.87. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

14E.3 APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS (Adrianzen)

The Board approved/ratified the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

14E.4 ACCEPTANCE OF DONATIONS (Adrianzen)

The Board accepted donations valued at \$350.00 to help support and enrich our educational programs.

14E.5 AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR PROJECT REST (Little/Medina)

The Board approved/ratified the Service Agreement with the San Diego County Superintendent of Schools for Project REST. Cost implications will be paid from McKenney-Vento (ARP HCY II or EHCY funds).

14E.6 AMENDMENT NO. 4 TO THE SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AGREEMENT FOR THE SAN DIEGO QUALITY PRESCHOOL INITIATIVE PROGRAM FOR FY 2022-2023 (González/Reed)

The Board approved/ratified Amendment No. 4 to the San Diego County Superintendent of Schools agreement for the San Diego Quality Preschool Initiative Program which adds an additional site (Willow Preschool) to participate in SDQPI for the 2022-23 school year.

- 14E.7 AGREEMENT WITH B.R. BUILDING RESOURCES FOR HVAC SERVICES** (Iniguez)
The Board approved the agreement with B.R. Building Resources to install a heat pump / air conditioning unit at the San Ysidro Middle School's P.E. offices at a cost of \$48,530.00. Cost implications will be paid from the COPs Refunding Account.
- 14E.8 AMENDMENT TO THE SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH BMR HEALTHCARE SERVICES, INC. FOR 2022-2023 SCHOOL YEAR** (Gonzalez/Madera)
The Board approved/ratified the amendment to the San Diego County Nonpublic Master Contract with BMR Healthcare Services, Inc. for speech services 2022-2023 school year. Cost implications will be paid from the Special Education fund.
- 14E.9 AGREEMENT WITH PROCARE THERAPY** (Little/González/Madera)
The Board approved/ratified the agreement with ProCare Therapy to provide temporary staffing services during 2022-23. The cost implications will be paid from the General Fund and/or Special Education fund.
- 14E.10 AGREEMENT WITH SOLIANT HEALTH LLC** (González/Madera)
The Board approved the agreement with Soliant Health LLC to provide temporary staffing services during 2022-23. The cost implications will be paid from the Special Education and General fund.
- 14E.11 AMENDMENT TO THE THERAPY TRAVELERS AGREEMENT** (González/Madera)
The Board approved the Amendment to the contract with TherapyTravelers to include Psychological Services during 2022-2023 school year. Cost implications will be paid from the General fund.
- 14E.12 ESET SUBSCRIPTION RENEWAL** (Adrianzen/Lewis)
The Board approved the ESET subscription renewal through BorderLAN at a cost of \$25,410.00 from the General Fund.
- 14E.13 "AT-RISK" SNACK AND SUPPER PROGRAM** (Iniguez)
The Board approved to submit an application for the "At-Risk" Snack and Supper Program and Authorize staff to enter into an Inter-Agency Vending Agreement for school year 2023-24.
- 14E.14 AGREEMENT WITH HIGH TECH HIGH** (Olea)
The Board approved/ratified the agreement with High Tech High to provide the HTH District Intern Teacher Credentialing Program during 2022-23 and 2023-24 school years. Cost implications will be paid from the General fund.
- 14E.15 AGREEMENT WITH OPTUM FINANCIAL, INC.** (Adrianzen)
The Board approved the Agreement with Optum Financial, Inc. to provide COBRA Administrative Services effective April 1, 2023.
- 14E.16 AGREEMENT WITH NELSON ADAMS NACO INC.** (Iniguez)
The Board approved the agreement with Nelson Adams NACO Inc. to provide in-wall tables and benches in the Sunset Elementary School cafeteria at the cost of \$88,480.10 from the Kitchen Infrastructure and Training (KIT) fund.

Board President Pallasigue made a motion to adjourn, seconded by Board Member Rudy Lopez. The vote was 5-0.

15. ADJOURNMENT Time: 9:22 p.m.

Respectfully Submitted,

March 9, 2023

10

Gina A. Potter, Ed.D., Secretary
Governing Board

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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, APRIL 27, 2023
6:00 p.m.

MINUTES

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, April 27, 2023 at 6:00 p.m., to conduct its business meeting at **San Ysidro School District - Education Center/Board Room, 4350 Otay Mesa Road, San Ysidro, CA 92173.**

1. CALL TO ORDER Who: President Pallasigue Time: 6:00 p.m.

2. ROLL CALL by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board

Board Members Present:

Mrs. Rosaleah Pallasigue, Board President

Mrs. Irene Lopez, Board Vice-President

Mrs. Zenaida Rosario, Board Clerk

Mr. Rudy Lopez, Member

Mr. Antonio Martinez, Member

3. FLAG SALUTE by Rosaleah Pallasigue, Board President

4. AGENDA

The board approved the agenda for the meeting.

Motion: Martinez Second: R. Lopez Vote: 5-0

5. PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS

Please submit public comment forms prior to start of meeting at 6:00 p.m. Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **Closed Session Items Only**.

There were no public comments.

Board President Pallasigue made a motion to recess to Closed Session, seconded by Board Member Rudy Lopez. The vote was 5-0.

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

6.1 APPEAL PURSUANT TO ADMINISTRATIVE REGULATION 4030 (Legal Counsel)

6.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Legal Counsel)

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

No. of Claims: 2

April 27, 2023

2

RECONVENED into OPEN SESSION at 8:59 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

Joseph Sanchez, Legal Counsel, on behalf of the Board, took the following action in Closed Session:

- 1) Item 6.1 - On a motion by Board President Pallasigue, seconded by Board Vice President Irene Lopez with a unanimous vote upheld investigative findings per Board Policy 4030.

President Pallasigue made a motion to adjourn, seconded by Board Vice President Irene Lopez. The vote was 5-0.

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

Respectfully Submitted,

Gina A. Potter, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: APPOINTMENT OF MEMBERS TO THE CITIZENS BOND OVERSIGHT COMMITTEE

BACKGROUND INFORMATION:

The Bond Oversight Committee (BOC) shall consist of seven (7) members subject to the provisions stated in the amended and restated ByLaws and any vacancies which may occur. The Oversight Committee may not include any employee or official or any vendor, contractor or consultant of the District.

Currently the Committee has three vacancies (b), (d), and (e) below. Two applications were received for group (d) and (e). The District would like to recommend the appointment of these two applicants.

- (a) One (1) member who is active in a business organization representing the business community located within the District;
- (b) One (1) member who is active in a senior citizen's organization; **Vacant**
- (c) One (1) member who is active in a bona fide taxpayer association;
- (d) One (1) members shall be the parent or guardian of a child enrolled in the District; **Applicant Ms. Ureta**
- (e) One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the Parent Teacher Association or school site council. **Applicant Mr. Morales**
- (f) Two (2) members shall be Community Members at Large.

RECOMMENDATION:

Approve the appointment of Mr. Juan Morales and Ms. Daniela Ureta to the Citizens' Bond Oversight Committee to serve effective May 31, 2023 representing the parent/guardian of a child enrolled in the District groups.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ANNUAL FINANCIAL AUDIT REPORT FOR 2021-2022

BACKGROUND INFORMATION:

In accordance with Education Code section 41020, public school districts are required to have an annual comprehensive financial and compliance audit conducted by an independent audit firm. On or before December 15th, the school districts shall file the audit report with the county superintendent of schools of their respective county.

The 2021-22 audit was recently completed by the auditing firm of Wilkinson, Hadley, King & Co., LLP. Education Code Section 41020.3, further stipulates that the governing board of a school district shall review, at a public meeting the annual audit report. A representative from Wilkinson, Hadley, King & Co., LLP will be present to answer any questions on this item. The report is provided under separate cover.

RECOMMENDATION:

Approve the 2021-22 Annual Financial Audit Report.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

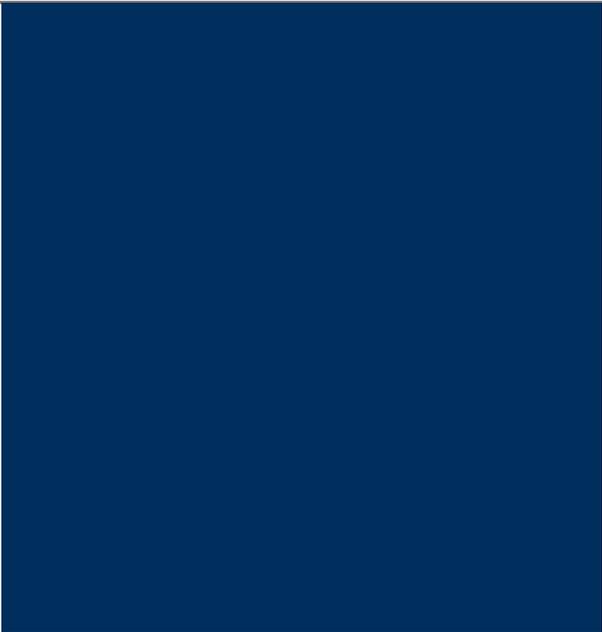
N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



San Ysidro School District

County of San Diego
San Diego, California

Audit Report

June 30, 2022



**WILKINSON HADLEY
KING & CO. LLP**
CPAs AND ADVISORS



San Ysidro School District

Table of Contents

June 30, 2022

<u>INDEPENDENT AUDITOR’S REPORT</u>	<u>1</u>
<u>MANAGEMENT’S DISCUSSION AND ANALYSIS</u>	<u>4</u>
<u>BASIC FINANCIAL STATEMENTS</u>	<u>11</u>
Statement of Net Position	11
Statement of Activities.....	12
Balance Sheet – Governmental Funds	13
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position.....	14
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds.....	16
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	17
Notes to the Financial Statements.....	19
<u>REQUIRED SUPPLEMENTARY INFORMATION</u>	<u>71</u>
Budgetary Comparison Schedule – General Fund.....	71
Schedule of the District’s Proportionate Share of the Net Pension Liability - CalSTRS	72
Schedule of the District’s Contributions - CalSTRS	73
Schedule of the District’s Proportionate Share of the Net Pension Liability – CalPERS.....	74
Schedule of the District’s Contributions - CalPERS	75
Schedule of Changes in the District’s Total OPEB liability and Related Ratios – SYSD Retiree Health Benefit Plan	76
Notes to Required Supplementary Information	77
<u>COMBINING STATEMENTS AS SUPPLEMENTARY INFORMATION</u>	<u>81</u>
Combining Balance Sheet – Nonmajor Governmental Funds.....	81
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds.....	82
<u>OTHER SUPPLEMENTARY INFORMATION</u>	<u>83</u>
Local Education Agency Organization Structure	83
Schedule of Average Daily Attendance.....	84
Schedule of Instructional Time.....	85
Schedule of Financial Trends and Analysis.....	86
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements.....	87
Schedule of Charter Schools.....	88
Schedule of Expenditures of Federal Awards.....	89
Notes to the Schedule of Expenditures of Federal Awards	90

San Ysidro School District

Table of Contents

June 30, 2022

OTHER INDEPENDENT AUDITORS' REPORTS	92
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	92
Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance.....	94
Independent Auditor's Report on State Compliance and on Internal Control over State Compliance.....	97
AUDITOR'S RESULTS, FINDINGS & RECOMMENDATIONS	101
Schedule of Auditor's Results	101
Schedule of Findings and Questioned Costs.....	103
Corrective Action Plan.....	107
Schedule of Prior Year Audit Findings.....	108

Independent Auditor's Report

To the Board of Education
San Ysidro School District

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the San Ysidro School District (the District) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

As described in Note A to the financial statements, in the fiscal year ended June 30, 2022, the District adopted new accounting guidance, *GASB Statement No. 87, Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as identified in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying combining financial statements and additional supplementary information, identified in the table of contents, as required by the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations, Section 19810* are presented for purposes of additional analysis and are not a required part of the financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the accompanying combining and individual nonmajor fund financial statements, the schedule of expenditures of federal awards, and the additional supplementary information as identified in the table of contents, are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 14, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Wilkinson-Hadley King & Co LLP

El Cajon, California

April 14, 2023

SAN YSIDRO SCHOOL DISTRICT
MANAGEMENT DISCUSSION AND ANALYSIS
JUNE 30, 2022
(Unaudited)

The discussion and analysis of San Ysidro School District's financial performance provides an overall review of the District's financial activities for the fiscal year ended June 30, 2022. The intent of this discussion and analysis is to look at the District's financial performance as a whole. To provide a complete understanding of the District's financial performance, please read it in conjunction with the Independent Auditor's Report, the District's financial statements and notes to the basic financial statements.

The Management's Discussion and Analysis (MD & A) is an element of the reporting model adopted by the Governmental Accounting Standards Board (GASB) in their Statement No. 34 Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments issued June 1999. Certain comparative information is required to be presented in the MD & A.

FINANCIAL HIGHLIGHTS

- The increase in Local Control Funding Formula (LCFF) sources from 2020-21 to 2021-22 was \$3,405,354 or 7.35%.
- The general fund expenditures decreased by \$7,505,788 or 9.86% over the previous year amount.
- General fund revenues and other sources exceeded expenditures and other uses by \$4,393,728 resulting in an increase to ending fund balance.
- The District implemented GASB Statement No. 87 during the 2021-22 fiscal year recording leases payable with corresponding lease assets for right-to-use assets.

Overview of the Financial Statements

This annual report consists of the following parts – management's discussion and analysis (this section), the basic financial statements, required supplementary information, other supplementary information, and findings and recommendations. These statements are organized so the reader can understand the San Ysidro School District as a financial whole, an entire operating entity. The statements then proceed to provide an increasingly detailed look at specific financial activities.

The Basic Financial Statements

The first two statements are district-wide financial statements, the Statement of Net Position and the Statement of Activities. These statements provide information about the activities of the whole District, presenting both an aggregate view of the District's finances and a longer-term view of those finances. Fund financial statements provide the next level of detail. For governmental funds, these statements tell how services were financed in the short-term as well as what remains for future spending. The fund financial statements also look at the District's more significant funds with all other non-major funds presented in total in one column.

The financial statements also include notes that explain some of the supplementary information in the statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the financial statements. A comparison of the District's general fund budget is included.

Reporting the District as a Whole

Statement of Net Position and the Statement of Activities

These two statements provide information about the District as a whole using methods similar to those used by private-sector companies. The Statement of Net Position includes all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources using the accrual basis of accounting. This basis of accounting takes in account all the current year's revenues and expenses regardless of when cash is received or paid. These statements report information on the district as a whole and its activities in a way that helps answer the question, "How did we do financially during 2021-2022?"

The change in net position is important because it tells the reader that, for the District as a whole, the financial position of the District has improved or diminished. The causes of this change may be the result of many factors, some financial, some not. Over time, the increases or decreases in the District's net position, as reported in the Statement of Activities, are one indicator of whether its financial health is improving or deteriorating. The relationship between revenues and expenses indicates the District's operating results. However, the District's goal is to provide services to our students, not to generate profits as commercial entities. One must consider many non-financial factors, such as the quality of education provided to assess the overall health of the District.

- Increases or decreases in the net position of the District over time are indications of whether its financial position is improving or deteriorating, respectively.
- Additional non-financial factors such as condition of school buildings and other facilities, and changes to the property tax base of the District need to be considered in assessing the overall health of the District.

Reporting the District's Most Significant Funds

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant funds – not the District as a whole. Funds are accounting devices the District uses to keep track of specific sources of funding and spending on particular programs. Some funds are required to be established by State law. However, the District establishes other funds to control and manage money for specific purposes.

Governmental Funds

Most of the District's activities are reported in governmental funds. The major governmental funds of the District are the General Fund and the Bond Interest and Redemption Fund. Governmental funds focus on how money flows into and out of the funds and the balances that remain at the end of the year. They are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's operations and services that help determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

FINANCIAL ANALYSIS OF THE GOVERNMENT WIDE STATEMENTS

The District as a Whole

The District's net position was (\$108.9) million at June 30, 2022. Of this amount, unrestricted net position was (\$71.8) million, net investment in capital assets was \$(97.5) million, and restricted net position was \$60.4 million. A Comparative analysis of government-wide statement of net position is presented in Table 1.

The District's net position increased \$15.8 million this fiscal year (See Table 2). The District's expenses for instructional and pupil services represented 71.5% of total expenses. The administrative activities of the District accounted for just 6.4% of total costs. The remaining 22.1% was spent in the areas of plant services and other expenses, including debt service interest. (See Figure 2)

(Table 1)
Comparative Statement of Net Position

	Governmental Activities	
	June 30, 2022	June 30, 2021
Assets		
Cash	\$ 65,053,053	45,918,799
Accounts receivable	4,431,288	11,909,812
Inventory	68,261	78,624
Capital assets, net	130,597,770	133,939,153
Lease assets, net*	88,522	-
Total Assets	<u>\$ 200,238,894</u>	<u>\$ 191,846,388</u>
Deferred Outflows of Resources		
Deferred outflows of resources - pensions	\$ 10,902,869	13,704,883
Deferred outflows of resources - OPEB	1,911,880	2,117,913
Deferred outflows of resources - other	16,148,323	15,431,035
Total Deferred Outflows of Resources	<u>\$ 28,963,072</u>	<u>\$ 31,253,831</u>
Liabilities		
Accounts payable and other current liabilities	\$ 3,918,619	\$ 3,714,454
Unearned revenue	1,444,035	1,834,204
Long-term liabilities*	305,492,844	336,361,831
Total Liabilities	<u>\$ 310,855,498</u>	<u>\$ 341,910,489</u>
Deferred Inflows of Resources		
Deferred inflows of resources - pensions	\$ 26,292,045	\$ 6,645,151
Deferred inflows of resources - other*	908,888	466,134
Total Deferred Inflows of Resources	<u>\$ 27,200,933</u>	<u>\$ 7,111,285</u>
Net Position		
Net investment in capital assets	\$ (97,464,790)	(120,368,778)
Restricted	60,396,393	50,250,018
Unrestricted	(71,786,068)	(55,802,795)
Total Net Position	<u>\$ (108,854,465)</u>	<u>\$ (125,921,555)</u>

*GASB 87 Implementation in 2021-22 results in differences in accounting from 2020-21.

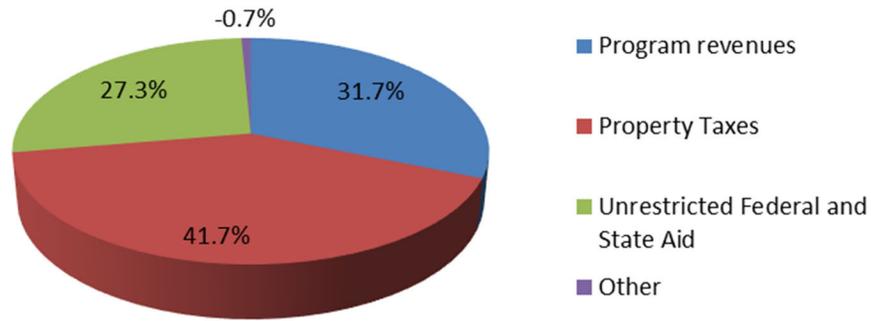
(Table 2)
Comparative Statement of Change in Net Position

	Governmental Activities	
	Year Ended	Year Ended
	June 30, 2022	June 30, 2021
Revenues		
Program revenues		
Charges for services	\$ 1,761,727	\$ 2,596,787
Operating grants and contributions	22,463,599	23,555,310
Capital grants and contributions	6,246,238	-
General revenues		
Taxes levied for general purposes	25,638,271	23,747,794
Taxes levied for debt service	10,895,474	10,471,446
Taxes levied for other specific purposes	3,525,629	3,430,230
Federal and state aid not restricted to specific purposes	26,268,713	23,786,798
Interest and investment earnings	(977,711)	468,722
Interagency Revenues	-	-
Miscellaneous	263,067	50,759
Total Revenues	<u>96,085,007</u>	<u>88,107,846</u>
Expenses		
Instruction	45,660,668	44,587,229
Instruction related services	4,842,462	5,061,310
Pupil support services	6,893,513	7,777,103
General administration	5,120,466	6,582,727
Plant services	6,248,527	6,292,466
Other	11,471,569	17,144,421
Total Expenses	<u>80,237,205</u>	<u>87,445,256</u>
Increase (Decrease) in Net Position	15,847,802	662,590
Net Position - Beginning Balance	(125,921,555)	(125,764,500)
Adjustment to Beginning Balance**	1,219,288	(819,645)
Net Position - Ending Balance	<u>\$ (108,854,465)</u>	<u>\$ (125,921,555)</u>

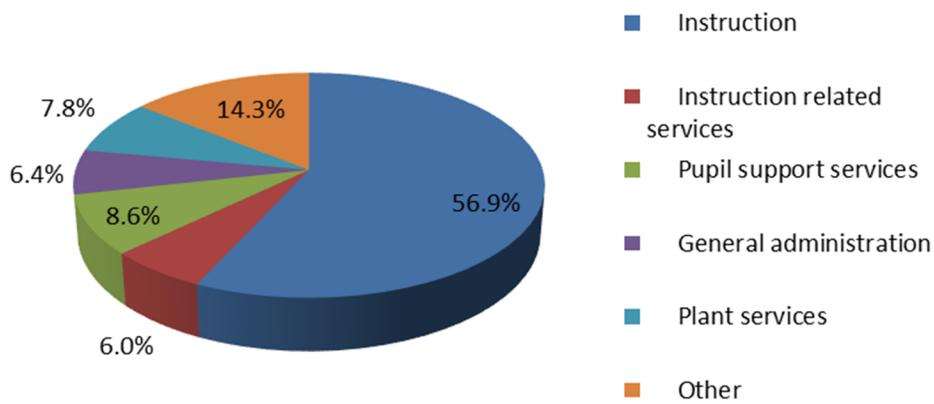
GOVERNMENTAL ACTIVITIES

As reported in the Statement of Activities, the cost of all of the District's governmental activities this year was \$80.2 million. The amount that our local taxpayers financed for these activities through property taxes was \$40 million. Federal and State aid not restricted to specific purposes totaled \$26.3 million. Operating grants and contributions revenue was \$30.5 million. Operating grants and unrestricted federal and state aid and covered 61% of the expenses of the entire District. (See Figure 1)

**Sources of Revenue for the 2021-22
Fiscal Year - Figure 1**



Expenses for the 2021-22 Fiscal Year - Figure 2



FINANCIAL ANALYSIS OF THE FUND STATEMENTS

The fund financial statements focus on individual parts of the District’s operations in more detail than the government-wide statements. The District’s individual fund statements provide information on inflows and outflows and balances of spendable resources. The District’s Governmental Funds reported a combined fund balance of \$65.4 million, an increase of \$11.5 million from the previous fiscal year’s combined ending balance of \$53.9 million.

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget regularly. The significant budget adjustments fell into the following categories:

- Budget revisions to the adopted budget required after approval of the State budget.
- Budget revisions to update revenues to actual enrollment information and to update overall expenditures.
- Other budget revisions are routine in nature, including adjustments to categorical revenues and expenditures based on final awards, and adjustments between expenditure categories for school and department budgets.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets and Lease Assets

The District has a broad range of capital assets, including school buildings, administrative buildings, site improvements, vehicles, and equipment. Table 3 demonstrates a comparative Schedule of Capital Assets.

(Table 3)
Comparative Schedule of Capital Assets and Lease Assets

	<u>June 30, 2022</u>	<u>June 30, 2021*</u>	<u>Net \$ Change</u>	<u>Net % Change</u>
Land	\$ 45,896,267	\$ 45,896,267	\$ 0	0.0%
Work in Progress	1,085,875	237,392	848,483	357.4%
Land Improvements	19,923,026	19,923,026	0	0.0%
Buildings & Improvements	134,727,997	134,718,919	9,078	0.0%
Equipment	3,562,985	3,382,365	180,620	5.3%
Less Accumulated Depreciation for				
Land Improvements	(17,150,420)	(16,576,987)	(573,433)	3.5%
Buildings & Improvements	(54,447,636)	(50,635,247)	(3,812,389)	7.5%
Equipment	(3,000,324)	(2,840,567)	(159,757)	5.6%
Lease Assets*	131,769	131,769	0	0.0%
Less Accumulated Amortization*	<u>(43,247)</u>	<u>0</u>	<u>(43,247)</u>	<u>100.0%</u>
Total	<u><u>\$ 130,686,292</u></u>	<u><u>\$ 134,236,937</u></u>	<u><u>\$ (3,507,398)</u></u>	<u><u>-2.6%</u></u>

*Adjusted from amounts reported in 2020-21 MD&A to reflect GASB 87 implementation.

Long-Term Liabilities

At June 30, 2022 the District had \$305.5 million in long-term liabilities outstanding, of which \$253 million is considered long term debt. Of the Table 4 shows a comparative schedule of long-term debt items.

(Table 4)
Comparative Schedule of Long-Term Debt

	<u>June 30, 2022</u>	<u>June 30, 2021*</u>	<u>Net \$ Change</u>	<u>Net % Change</u>
General Obligation Bonds	\$ 212,861,600	\$ 213,960,966	\$ (1,099,366)	-0.5%
Certificates of Participation	38,685,627	40,766,877	(2,081,250)	-5.1%
QZAB Bonds	0	253,630	(253,630)	-100.0%
Principal Apportionment	1,351,947	2,064,325	(712,378)	-34.5%
Leases Payable*	<u>90,060</u>	<u>131,769</u>	<u>(41,709)</u>	<u>-31.7%</u>
Total Long-Term Debt	<u>\$ 252,989,234</u>	<u>\$ 257,177,567</u>	<u>\$ (4,188,333)</u>	<u>-1.6%</u>

*Adjusted from amounts reported in 2020-21 MD&A to reflect GASB 87 implementation.

FACTORS BEARING ON THE DISTRICT'S FUTURE

The District will be requesting a Summary Review over apportionment significant findings that resulted from significant changes in independent study laws during the 2021-22 fiscal year. Based on the facts and circumstances, and the District's documentation of substantial compliance, the State may waive or reduce any penalties or adjustments to apportionment resulting from the findings. The Summary Review process begins once the California State Controller's Office certifies the 2021-22 audit, which is anticipated to be fall of 2023. The Education Audit Appeals Panel decision in Summary Review has potential for significant fiscal impact to the District.

As such, the District must be prudent in budget management and analysis to ensure adequate funding exists to meet all necessary financial obligations not only for the current year, but for years to come. Any changes in enrollment or funding must be carefully evaluated to determine the impact on the budget and multi-year projections. Vacant positions will likely remain unfilled unless additional revenues are identified to cover the cost.

Overall, the Administration is confident that the District will be able to maintain prudent operating reserves and have the necessary cash in order to ensure that the District remains fiscally solvent.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, parents, investors, and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the Business Office, at San Ysidro School District, 4350 Otay Mesa Road, San Ysidro, California 92173.

Basic Financial Statements

San Ysidro School District

Statement of Net Position

June 30, 2022

	<u>Governmental Activities</u>
Assets	
Cash and Investments	\$ 65,053,053
Accounts Receivable	4,431,288
Inventory	68,261
Capital Assets:	
Land	45,896,267
Land Improvements	19,923,026
Buildings & Improvements	134,727,997
Equipment	3,562,985
Work in Progress	1,085,875
Less Accumulated Depreciation	(74,598,380)
Lease Assets:	
Equipment	131,769
Less Accumulated Amortization	(43,247)
Total Assets	<u>200,238,894</u>
Deferred Outflows of Resources	<u>28,963,072</u>
Liabilities	
Accounts Payable and Other Current Liabilities	3,918,619
Unearned Revenue	1,444,035
Long-Term Liabilities:	
Due Within One Year	12,695,550
Due In More Than One Year	292,797,294
Total Liabilities	<u>310,855,498</u>
Deferred Inflows of Resources	<u>27,200,933</u>
Net Position	
Net Investment in Capital Assets	(97,464,790)
Restricted For:	
Capital Projects	34,183,166
Debt Service	12,744,476
Educational Programs	6,105,086
Other Purposes (Expendable)	7,226,971
Other Purposes (Nonexpendable)	136,694
Unrestricted	(71,786,068)
Total Net Position	<u>\$ (108,854,465)</u>

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District
Statement of Activities
For the Year Ended June 30, 2022

Functions	Expenses	Program Revenues			Net (Expense)
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Revenue and Changes in Net Position
Governmental Activities					Governmental Activities
Instruction	\$ 45,660,668	\$ 1,586,777	\$ 11,014,152	\$ 6,246,238	\$ (26,813,501)
Instruction-Related Services:					
Instructional Supervision and Administration	1,151,687	-	3,078,527	-	1,926,840
Instructional Library, Media and Technology	559,238	-	81,865	-	(477,373)
School Site Administration	3,131,537	-	341,752	-	(2,789,785)
Pupil Services:					
Home-to-School Transportation	760,802	-	5,934	-	(754,868)
Food Services	2,253,785	1,566	3,154,276	-	902,057
All Other Pupil Services	3,878,926	577	2,803,617	-	(1,074,732)
General Administration:					
Centralized Data Processing	1,037,421	-	43,070	-	(994,351)
All Other General Administration	4,083,045	13,064	1,446,338	-	(2,623,643)
Plant Services	6,248,527	89,570	494,068	-	(5,664,889)
Ancillary Services	104,444	70,173	-	-	(34,271)
Community Services	-	-	-	-	-
Interest on Long-Term Debt	11,205,268	-	-	-	(11,205,268)
Debt Issuance Costs	107,139	-	-	-	(107,139)
Transfers to County Office of Education	54,718	-	-	-	(54,718)
Total Governmental Activities	\$ 80,237,205	\$ 1,761,727	\$ 22,463,599	\$ 6,246,238	(49,765,641)
General Revenues					
Taxes and Subventions:					
					\$ 25,638,271
					10,895,474
					3,525,629
					26,268,713
					(977,711)
					263,067
					<u>65,613,443</u>
					15,847,802
					(124,702,267)
					<u>\$ (108,854,465)</u>

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Balance Sheet – Governmental Funds

June 30, 2022

	General Fund	Building Fund	Bond Interest & Redemption Fund	Blended Component Units (CFD & PFA)		Nonmajor Governmental Funds	Total
				Capital Projects Fund	Debt Service Fund		
Assets							
Cash and Investments	\$ 16,358,087	\$ 19,477,110	\$ 12,744,476	\$ 3,999,365	\$ -	\$ 12,474,015	\$ 65,053,053
Accounts Receivable	3,334,015	45,233	-	4,511	-	1,047,529	4,431,288
Due from Other Funds	1,341,994	-	-	-	-	56,623	1,398,617
Stores Inventories	-	-	-	-	-	68,261	68,261
Total Assets	<u>\$ 21,034,096</u>	<u>\$ 19,522,343</u>	<u>\$ 12,744,476</u>	<u>\$ 4,003,876</u>	<u>\$ -</u>	<u>\$ 13,646,428</u>	<u>\$ 70,951,219</u>
Liabilities and Fund Balance:							
Liabilities:							
Accounts Payable	2,638,191	-	-	-	-	36,743	2,674,934
Due to Other Funds	38,161	14	-	40,000	-	1,320,442	1,398,617
Unearned Revenue	1,118,627	-	-	-	-	325,408	1,444,035
Total Liabilities	<u>3,794,979</u>	<u>14</u>	<u>-</u>	<u>40,000</u>	<u>-</u>	<u>1,682,593</u>	<u>5,517,586</u>
Fund Balance:							
Nonspendable	68,433	-	-	-	-	68,261	136,694
Restricted	12,133,444	19,522,329	12,744,476	3,963,876	-	11,895,574	60,259,699
Assigned	2,973,696	-	-	-	-	-	2,973,696
Unassigned	2,063,544	-	-	-	-	-	2,063,544
Total Fund Balance	<u>17,239,117</u>	<u>19,522,329</u>	<u>12,744,476</u>	<u>3,963,876</u>	<u>-</u>	<u>11,963,835</u>	<u>65,433,633</u>
Total Liabilities and Fund Balances	<u>\$ 21,034,096</u>	<u>\$ 19,522,343</u>	<u>\$ 12,744,476</u>	<u>\$ 4,003,876</u>	<u>\$ -</u>	<u>\$ 13,646,428</u>	<u>\$ 70,951,219</u>

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2022

Total fund balances, governmental funds: \$ 65,433,633

Amounts reported for assets, deferred outflows of resources, liabilities, and deferred inflows of resources for governmental activities in the statement of net position are different from amounts reported in governmental funds because:

Capital assets and lease assets: In governmental funds, only current assets are reported. In the statement of net position, all assets are reported, including capital assets, lease assets, accumulated depreciation, and accumulated amortization.

Capital assets relating to governmental activities, at historical cost	205,196,150	
Accumulated depreciation	<u>(74,598,380)</u>	
Net		130,597,770

Lease assets relating to governmental activities, at historical cost	131,769	
Accumulated amortization	<u>(43,247)</u>	
Net		88,522

Unamortized costs: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, debt issue costs for prepaid debt insurance are amortized over the life of the debt. Unamortized debt insurance costs included in deferred outflows of resources on the 2,133,022

Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is not recognized until the period in which it matures and is paid. In the government-wide statement of activities, it is recognized in the period that it is incurred. The additional liability for unamatured interest owing at the end of the period (1,243,685)

Long-term liabilities: In governmental funds, only current liabilities are reported. In the statement of net position, all liabilities, including long-term liabilities, are reported. Long-term liabilities relating to governmental activities consist of:

General obligation bonds payable	212,861,600	
Certificates of participation payable	38,685,627	
Leases payable	90,060	
Principal apportionment repayment plan	1,351,947	
Net pension liability	33,290,775	
Total OPEB liability	18,578,137	
Compensated absences	<u>634,698</u>	
Total		(305,492,844)

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position, Continued
 June 30, 2022

Deferred gain or loss on debt refunding: In the government wide financial statements deferred gain or loss on debt refunding is recognized as a deferred outflow of resources (for a loss) or a deferred inflow of resources (for a gain) and subsequently amortized over the life of the debt. Deferred gain or loss on debt refunding recognized as a deferred outflow of resources or deferred inflow of resources on the statement of net position was: 14,015,301

Deferred outflows and inflows of resources relating to pensions: In governmental funds, deferred outflows and inflows of resources relating to pensions are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources relating to pensions are reported.

Deferred outflows of resources relating to pensions	10,902,869	
Deferred inflows of resources relating to pensions	(26,292,045)	
	Net	(15,389,176)

Deferred outflows and inflows of resources relating to OPEB: In governmental funds, deferred outflows and inflows of resources related to OPEB are not reported because they are applicable to future periods. In the statement of net position, deferred outflows and inflows of resources related to OPEB are reported.

Deferred outflows of resources relating to OPEB	1,911,880	
Deferred inflows of resources relating to OPEB	(908,888)	
	Net	1,002,992

Total net position, governmental activities: \$ (108,854,465)

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds

For the Year Ended June 30, 2022

	General Fund	Building Fund	Bond Interest & Redemption Fund	Blended Component Units (CFD & PFA)		Nonmajor Governmental Funds	Total
				Capital Projects Fund	Debt Service Fund		
Revenues							
State Apportionment	\$ 23,257,242	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,257,242
Education Protection Account Funds	842,248	-	-	-	-	-	842,248
Property Taxes	25,638,271	-	10,895,474	3,525,629	-	-	40,059,374
Federal Revenue	9,806,560	-	-	-	-	3,205,090	13,011,650
Other State Revenue	10,037,141	-	-	-	-	7,551,392	17,588,533
Interest Income	117,967	178,247	58,383	14,978	-	63,776	433,351
FMV Adjustment	(434,756)	(576,660)	-	(68,952)	-	(330,694)	(1,411,062)
Other Local Revenue	3,718,055	-	1,085	-	-	941,921	4,661,061
Total Revenues	\$ 72,982,728	\$ (398,413)	\$ 10,954,942	\$ 3,471,655	\$ -	\$ 11,431,485	\$ 98,442,397
Expenditures							
Current Expenditures:							
Instruction	44,306,847	-	-	-	-	1,024,205	45,331,052
Instruction - Related Services	5,130,291	-	-	-	-	284,566	5,414,857
Pupil Services	5,023,410	-	-	-	-	2,499,989	7,523,399
Ancillary Services	-	-	-	-	-	84,908	84,908
General Administration	5,561,151	-	-	-	-	145,196	5,706,347
Plant Services	6,563,075	-	-	53,860	-	95,787	6,712,722
Other Outgo	64,457	-	-	-	-	-	64,457
Capital Outlay	946,360	91,821	-	-	-	-	1,038,181
Debt Service:							
Principal	1,007,717	-	7,602,218	-	1,950,000	-	10,559,935
Interest	5,754	-	3,271,702	-	1,275,406	-	4,552,862
Total Expenditures	68,609,062	91,821	10,873,920	53,860	3,225,406	4,134,651	86,988,720
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,373,666	(490,234)	81,022	3,417,795	(3,225,406)	7,296,834	11,453,677
Other Financing Sources (Uses):							
Transfers In	20,062	-	-	-	3,225,406	-	3,245,468
Transfers Out	-	-	-	(3,225,406)	-	(20,062)	(3,245,468)
Total Other Financing Sources (Uses)	20,062	-	-	(3,225,406)	3,225,406	(20,062)	-
Net Change in Fund Balance	4,393,728	(490,234)	81,022	192,389	-	7,276,772	11,453,677
Fund Balance, Beginning of Year	12,845,389	20,012,563	12,663,454	3,771,487	-	4,687,063	53,979,956
Fund Balance, End of Year	\$ 17,239,117	\$ 19,522,329	\$ 12,744,476	\$ 3,963,876	\$ -	\$ 11,963,835	\$ 65,433,633

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of
Governmental Funds to the Statement of Activities
For the Year Ended June 30, 2022

Total change in fund balances, governmental funds: \$ 11,453,677

Amounts reported for governmental activities in the statement of activities are different from amounts reported in governmental funds because:

Capital outlay: In governmental funds, the costs of capital assets and lease assets are reported as expenditures in the period when the assets are acquired. In the statement of activities, costs of capital assets and lease assets are allocated over their estimated useful lives as depreciation expense or amortization expense. The difference between capital outlay expenditures and depreciation expense or amortization expense for the period is:

Expenditures for capital outlay	1,038,181	
Depreciation expense	(4,545,579)	
Amortization expense	<u>(43,247)</u>	
	Net	(3,550,645)

Debt service: In governmental funds, repayments of long-term debt are reported as expenditures. In the government-wide statements, repayments of long-term debt are reported as reductions of liabilities. Expenditures for repayment of the principal portion of long-term debt were: 10,559,935

Debt issue costs for prepaid debt insurance: In governmental funds, debt issue costs are recognized as expenditures in the period they are incurred. In the government-wide statements, debt issue costs for prepaid debt insurance are amortized over the life of the debt. The difference between debt issue costs for prepaid insurance incurred in the current period and prepaid insurance costs amortized for the period is: (97,400)

Unmatured interest on long-term debt: In governmental funds, interest on long-term debt is recognized in the period that it becomes due. In the government-wide statement of activities, it is recognized in the period that it is incurred. Unmatured interest owing at the end of the period, less matured interest paid during the period but owing from the prior period was: (6,522,840)

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of
Governmental Funds to the Statement of Activities, Continued
For the Year Ended June 30, 2022

Amortization of debt issue premium or discount or deferred gain or loss from debt refunding: In governmental funds, if debt is issued at a premium or at a discount, the premium or discount is recognized as an Other Financing Source or an Other Financing Use in the period it is incurred. In the government-wide statements, the premium or discount, plus any deferred gain or loss from debt refunding, is amortized as interest over the life of the debt. Amortization of debt issue premium or discount, or deferred gain or loss from debt refunding for the period was: (129,565)

Compensated absences: In governmental funds, compensated absences are measured by the amounts paid during the period. In the statement of activities, compensated absences are measured by the amounts earned. The difference between compensated absences paid and compensated absences earned was: 229,863

Pensions: In governmental funds, pension costs are recognized when employer contributions are made. In the statement of activities, pension costs are recognized on the accrual basis. This year, the difference between accrual-basis pension costs and actual employer contributions was: 4,939,860

Other postemployment benefits (OPEB): In governmental funds, OPEB expenses are recognized when employer OPEB contributions are made. In the statement of activities, OPEB expenses are recognized on the accrual basis. This year, the difference between OPEB expenses and actual employer OPEB contributions was: (1,035,083)

Change in net position of governmental activities: \$ 15,847,802

The accompanying notes to the financial statements are an integral part of this statement.

San Ysidro School District

Notes to the Financial Statements

For the Year Ended June 30, 2022

A. Summary of Significant Accounting Policies

San Ysidro School District (District) accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to accounting principles generally accepted in the United States of America (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

1. Reporting Entity

The District operates under a locally elected Board of Education form of government and provides educational services to grades K-8 as mandated by the state. A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments and agencies that are not legally separate from the District. For the District, this includes general operations, special revenue funds, capital facilities funds, debt service funds, and student-related activities.

2. Component Units

Component units are legally separate organizations for which the District is financially accountable. Component units may also include organizations that are fiscally dependent on the District in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete.

The District and the San Ysidro Community Facilities District (the CFD) and the San Ysidro School District Public Financing Authority (PFA) have a financial and operational relationship which meet the reporting entity definition criteria of the Codification of Governmental Accounting and Financial Reporting Standards, Section 2100, for inclusion of the CFD and PFA as a component unit of the District. Therefore, the financial activities of the CFD and PFA have been included in the basic financial statements as a blended component unit.

The following are those aspects of the relationship between the District and the CFD and PFA which satisfy Codification of Governmental Accounting and Financial Reporting Standards, Section 2100, criteria:

a. Manifestations of Oversight

The governing body of the CFD and PFA are substantively the same as the District's Board of Directors.

The CFD and PFA have no employees, the District's Superintendent and Director of Fiscal Services function as agents of the CFD and PFA. Neither individual received additional compensation for work performed in this capacity.

The District exercises significant influence over operations of the CFD and PFA as it is anticipated that the District will be the sole lessee of all facilities owned by the CFD and PFA.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

b. Accounting and Fiscal Matters

All major financing arrangements, contracts, and other transactions of the CFD and PFA must have the consent of the District.

The District will assume a “moral obligation”, and potentially a legal obligation, for any debt incurred by the CFD and PFA.

c. Scope of Public Service and Financial Presentation

The CFD and PFA was created for the sole purpose of financially assisting the District.

The CFD and PFA were created pursuant to a joint powers agreement between the District and the California Statewide Communities Development Authority, pursuant to California Government Code, commencing with Section 6500. The CFD and PFA were formed to provide financing assistance to the District for construction and acquisition of major capital facilities. Upon completion the District intends to occupy all CFD and PFA facilities.

The CFD and PFA’s financial activity for debt service payments is presented in the financial statements of the Debt Service Fund Blended Component Units, all other activities of the CFD and PFA are reported in the financial statements of the Capital Projects Fund for Blended Component Units.

Based upon review of the applicable GASB pronouncements, the District is not a component unit of any other entity.

3. Basis of Presentation

Government-Wide Statements. The statement of net position and the statement of activities display information about the primary government (the District). These statements include the financial activities of the overall government. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenue, and other non-exchange transactions.

The statement of activities presents a comparison between direct expenses and program revenue for each function of the District’s governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Indirect expense allocations that have been made in the funds have been reserved for the statement of activities. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting of operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from general revenues of the District.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

Fund Financial Statements. The fund financial statements provide information about the District’s funds. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as non-major funds.

Governmental funds are used to account for activities that are governmental in nature. Governmental activities are typically tax-supported and include education of pupils, operation of food service programs, construction and maintenance of school facilities, and repayment of long-term debt.

Major Governmental Funds

The District reports the following major governmental funds:

General Fund: The general fund is the primary operating fund of the District. It is used to account for all activities except those that are required to be accounted for in another fund.

Building Fund: This fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code §15146*) and may not be used for any purpose other than those for which the bonds were issued. Other authorized revenues to the Building Fund are proceeds from the sale or lease-with-option-to-purchase of real property (*Education Code §17462*) and revenue from rentals and leases of real property specifically authorized for deposit into the fund by the governing board (*Education Code §41003*).

Bond Interest and Redemption Fund: The Bond Interest and Redemption Fund is used for the repayment of bonds issued for the District (*Education Code §15125 through §15262*). The County of San Diego Auditor maintains control over the District’s Bond Interest and Redemption Fund. The principal and interest on the bonds must be paid by the County Treasurer from taxes levied by the County Auditor-Controller.

Capital Projects Fund for Blended Component Units (CFD & PFA): This fund is used to account for capital projects financed by Mello-Roos Community Facilities Districts and similar entities that are considered component units of the District under generally accepted accounting principles (GAAP). The Mello-Roos Community Facilities Act of 1982 (*Government Code §5311 et seq.*) allows any county, city, special district, school district, or joint powers authority to establish, upon approval of two-thirds of the voters in the district, a “Community Facilities District” (CFD) for the purpose of selling tax-exempt bonds to finance public improvements and services. The District has one CFD reported as a blended component unit.

Debt Service Fund for Blended Component Units (CFD & PFA): This fund is used to account for the accumulation of resources for the payment of principal and interest on bonds issued by Mello-Roos Community Facility Districts and similar entities that are considered blended component units of the District under generally accepted accounting principles (GAAP). The Mello-Roos Community Facilities Act of 1982 (*Government Code §5311 et seq.*) allows any county, city, special district, school district, or joint powers authority to establish, upon approval of two-thirds of the voters in the district, a “Community Facilities District” (CFD) for the purpose of selling tax-exempt bonds to finance public improvements and services. The District has one CFD reported as a blended component unit.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

Non-Major Governmental Funds

The District reports the following non-major governmental funds categorized by the fund type:

Special Revenue Funds: Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The District maintains the following nonmajor special revenue funds:

Associated Student Body Fund: This fund is used to account separately for the activities of associated student body organizations operated by the District.

Cafeteria Special Revenue Fund: This fund is used to account separately for federal, state, and local resources to operate the food service program (*Education Code §38091 through §38093*). The Cafeteria Special Revenue Fund shall be used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code §38091 and §38100*).

Child Development Fund: This fund is used to account separately for federal, state, and local revenues to operate child development programs.

Capital Projects Funds: Capital projects funds are established to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds). The District maintains the following nonmajor capital projects funds:

Capital Facilities Fund: The Capital Facilities Fund is used primarily to account separately for moneys received from fees levied on developers or other agencies as a condition of approving a development (*Education Code §17620 through §17626*). The authority for these levies may be county or city ordinances (*Government Code §65970 through §65981*) or private agreements between the District and the developer. All funds, including interest earned, are restricted to the purposes specified in *Government Code §65970 through §65981* or *Government Code §65995*, or items specified in agreements with the developer (*Government Code §66006*).

County School Facilities Fund: This fund is established pursuant to *Education Code §17070.43* to receive apportionments from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), the 2004 State School Facilities Fund (Proposition 55), the 2006 State School Facilities Fund (Proposition 1D) or the 2016 State School Facilities Fund (Proposition 51). The fund is used primarily to account for new school facility construction, modernization projects, and facility hardship grants as provided in the Leroy F. Green School Facilities Act of 1998 (*Education Code §17070.10 et seq.*).

Special Reserve Fund for Capital Outlay Projects: This fund exists primarily to provide for the accumulation of general fund moneys for capital outlay purposes (*Education Code §42840*). This fund may also be used to account for any other revenues specifically for capital projects that are not restricted to other capital projects funds. Other authorized resources that may be deposited into this fund are proceeds from the sale or lease-with-option-to-purchase of real property (*Education Code §17462*) and rentals and leases of real property specifically authorized for deposit into the fund by the governing board (*Education Code §41003*).

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

4. Basis of Accounting – Measurement Focus

Government-Wide Financial Statements. The government-wide financial statements are reported using the economic resources measurement focus. The government-wide financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements. The governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds from general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District’s policy to use restricted resources first, then unrestricted resources.

5. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid or at year end, whichever is sooner.

6. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all governmental funds. By state law, the District’s governing board must adopt a final budget no later than July 1st. A public hearing must be conducted to receive comments prior to adoption. The District’s governing board has satisfied these requirements.

These budgets are revised by the District’s governing board and district superintendent during the year to give consideration to unanticipated income and expenditures.

Formal budgetary integration was used as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

7. Revenues and Expenses

a. Revenues – Exchange and Non-Exchange

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current year or expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as to not distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, property taxes, interest, certain grants, and other local sources.

Non-exchange transactions are transactions in which the District receives value without directly giving equal value in return, including property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

b. Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the governmental funds as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds but are recognized in the government-wide financial statements.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

8. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, Fund Balance and Net Position

a. Deposits and Investments

Cash balances held in banks and in revolving funds are insured to \$250,000 by the Federal Depository Insurance Corporation (FDIC). All cash held by the financial institutions is fully insured or collateralized. For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

In accordance with Education Code §41001, the District maintains substantially all its cash in the San Diego County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds, except for the Tax Override Funds, in which interest earned is credited to the general fund. Any investment losses are proportionately shared by all funds in the pool.

The county is authorized to deposit cash and invest excess funds by California Government Code §53648 et seq. The funds maintained by the county are either secured by federal depository insurance or are collateralized.

Information regarding the amount of dollars invested in derivatives with San Diego County Treasury was not available.

b. Stores Inventories and Prepaid Expenditures

Inventories are recorded using the purchases method in that the cost is recorded as an expenditure at the time individual inventory items are purchased. Inventories are valued using the first-in/first-out (FIFO) method and consist of expendable supplies held for consumption. Reported inventories are equally offset by a non-spendable fund balance designation, which indicates that these amounts are not “available for appropriation and expenditure” even though they are a component of net current assets.

The District has the option of reporting an expenditure in governmental funds for prepaid items either when purchased or during the benefiting period. The District has chosen to report the expenditures during the benefiting period.

c. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets’ lives are not capitalized. A capitalization threshold of \$5,000 is used.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Life</u>
Buildings & Improvements	20 - 50 Years
Land Improvements	10 - 25 Years
Equipment	5 - 15 Years

d. Lease Assets & Lease Liabilities

A lease is defined as a contract that conveys control of the right to use another entity’s nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles and equipment. In accordance with GASB Statement 87, the District records lease assets and lease liabilities with a capitalization threshold of \$5,000. Lease assets are amortized over the shorter of the useful life of the underlying asset (as defined in capital assets policy) or the lease term. Lease liabilities are reduced as principal payments on the lease are made.

e. Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as liabilities of the District. The balance of the liabilities is recognized in the government-wide financial statements at year end.

Accumulated sick leave benefits are not recognized as liabilities of the District. The District’s policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

f. Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the “measurable” and “available” criteria for recognition in the current period or when resources are received by the District prior to the occurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized.

g. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers in and Transfers Out are netted and presented as a single “Transfers” line on the government-wide statement of activities. Similarly, interfund receivables and payables are netted and presented as a single “Internal Balances” line of the government-wide statement of net position.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

h. Fund Balances – Governmental Funds

Fund balances of the governmental funds are classified as follows:

Nonspendable Fund Balance represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact (such as revolving cash accounts or principal of a permanent fund).

Restricted Fund Balance represents amounts that are subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations, or may be imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance represents amounts that can only be used for a specific purpose because of a formal action by the District's governing board. Committed amounts cannot be used for any other purpose unless the governing board removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the governing board. Commitments are typically done through adoption and amendment of the budget or resolution. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance represents amounts which the District intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the governing board or by an official or body to which the governing board delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service, or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the District itself.

Unassigned Fund Balance represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

i. Minimum Fund Balance Policy

The District is committed to maintaining a prudent level of financial resources to protect against the need to reduce the service levels because of temporary revenue shortfalls or unpredicted expenses. The District's minimum fund balance policy requires a reserve for economic uncertainties, consisting of unassigned amounts equal to 3% of the general fund operating expenses and other financing uses.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

j. Deferred Inflows and Deferred Outflows of Resources

Deferred outflows of resources is a consumption of net position that is applicable to a future reporting period. Deferred inflows of resources is an acquisition of net position that is applicable to a future reporting period. Deferred outflows of resources and deferred inflows of resources are recorded in accordance with GASB Statement numbers 63 and 65.

k. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources relating to pension, deferred inflows of resources relating to pension, pension expense, information about the fiduciary net position of the CalPERS Schools Pool Cost-Sharing Multiple-Employer Plan (CalPERS Plan) and CalSTRS Schools Pool Cost-Sharing Multiple Employer Plan (CalSTRS Plan), and additions to/deductions from the CalPERS Plan and CalSTRS Plan fiduciary net positions have been determined on the same basis as they are reported by the CalPERS Financial Office and CalSTRS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain timeframes. For this report, the following time frames are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

l. Postemployment Benefits Other than Pensions (OPEB)

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms.

Generally accepted accounting principles require the reported results must pertain to liability and asset information within certain defined timeframes. For this report the following timeframes are used:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

9. Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County Auditor-Controller bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

10. Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

11. Fair Value Measurements

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles as defined by Governmental Accounting Standards Board (GASB) Statement No. 72. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy is detailed as follows:

- Level 1 Inputs: Quoted prices (unadjusted) in active markets for identical assets or liabilities that a government can access at the measurement date.
- Level 2 Inputs: Inputs other than quoted prices included within Level 1 that are observable for an asset or liability, either directly or indirectly.
- Level 3 Inputs: Unobservable inputs to an asset or liability.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

12. New Accounting Pronouncements

Accounting Standards Board (GASB) that are effective for the fiscal year ended June 30, 2022. Those newly implemented pronouncements are as follows:

Description	Date Issued
GASB Statement 87, Leases	06/2017
GASB Statement 89, Accounting for Interest Cost Incurred before the End of a Construction Period	06/2018
GASB Statement 92, Omnibus 2020	01/2020
GASB Statement 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an Amendment of GASB Statements 14, 84 and supersession of GASB Statement 32	06/2020
GASB Statement 98, The Annual Comprehensive Financial Report	10/2021
GASB Implementation Guide No. 2019-3, Leases	08/2019
GASB Implementation Guide No. 2020-1, Implementation Guidance Update – 2020	04/2020
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021 (Applicable portions to the 2021-22 fiscal year)	05/2021

The implementation of new accounting guidelines resulted in the following changes during the fiscal year ended June 30, 2022:

- Leases where the District is the lessee were previously accounted for as a current expense in the years the lease payments were made. Under the provisions of GASB Statement No. 87 these leases are recorded on the government wide statement of net position as lease assets which are amortized over the life of the asset or lease (whichever is shorter), and lease liabilities which are reduced over the life of the lease by principal payments. See Note L for additional information on leases recorded under GASB 87.
- Leases where the District is the lessor were previously accounted for as rental income in the year that the rent was collected. Under the provisions of GASB Statement No. 87 these leases are recorded at inception of the lease as a lease receivable and a deferred inflow of resources.

Implementation of these standards did not result in any additional changes to financial accounting or reporting for the District.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

B. Compliance and Accountability

1. Finance Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, “Certain Financial Statement Note Disclosures”, violations of finance-related legal and contractual provisions, if any are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None Reported	Not Applicable

2. Deficit Fund Balance or Fund Net Position of Individual Funds

The following funds are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None	Not Applicable	Not Applicable

C. Fair Value Measurements

The District’s investments at June 30, 2022, categorized within the fair value hierarchy established by generally accepted accounting principles, were as follows:

	<u>Amount</u>	<u>Fair Value Measurement Using</u>		
		<u>Quoted Prices in Active Markets for Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
External investment pools measured at fair value				
San Diego County Treasury	\$ 63,328,174	\$ -	\$ 63,328,174	\$ -
Total investments by fair value level	<u>\$ 63,328,174</u>	<u>\$ -</u>	<u>\$ 63,328,174</u>	<u>\$ -</u>
Total investments by fair value level				
Money Market Funds	\$ 1,590,222	\$ 1,590,222	\$ -	\$ -
Total investments by fair value level	<u>\$ 1,590,222</u>	<u>\$ 1,590,222</u>	<u>\$ -</u>	<u>\$ -</u>

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code §41001). The fair value of the District’s investments in the pool is reported in the accounting financial statements as amounts based upon the District’s pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of the portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

The San Diego County Treasury is not registered with the Securities and Exchange Commission (SEC) as an investment company; however, the County Treasury acts in accordance with investment policies monitored by a Treasury Oversight Committee consisting of members appointed by participants in the investment pool and up to five members of the public having expertise, or an academic background in, public finance. In addition, the County Treasury is audited annually by an independent auditor.

D. Cash and Investments

As of June 30, 2022, the District held the following cash and cash equivalents:

	General Fund	Building Fund	Bond Interest & Redemption Fund	Blended Component Units (CFD & PFA)		Nonmajor Governmental Funds	Total
				Capital Projects Fund	Debt Service Fund		
Cash in County Treasury	\$ 16,677,307	\$ 19,970,548	\$ 12,744,476	\$ 2,470,177	\$ -	\$ 12,747,167	\$ 64,609,675
FMV Adjustment	(412,068)	(493,438)	-	(61,034)	-	(314,961)	(1,281,501)
Revolving Cash	68,433	-	-	-	-	-	68,433
Cash in Bank	24,415	-	-	-	-	41,809	66,224
Cash with Fiscal Agent	-	-	-	1,590,222	-	-	1,590,222
Total	<u>\$ 16,358,087</u>	<u>\$ 19,477,110</u>	<u>\$ 12,744,476</u>	<u>\$ 3,999,365</u>	<u>\$ -</u>	<u>\$ 12,474,015</u>	<u>\$ 65,053,053</u>

1. Cash in County Treasury

In accordance with Education Code §41001, the District maintains substantially all of its cash in the San Diego County Treasury as part of the common investment pool (\$64,609,675 as of June 30, 2022). The fair value of the District's portion of this pool as of that date, as provided by the pool sponsor, was \$63,328,174. Assumptions made in determining the fair value of the pooled investment portfolios are available from the County Treasurer.

2. Cash on Hand, In Banks, and in Revolving Fund

Cash balances on hand and in banks (\$66,224 as of June 30, 2022) and in revolving fund (\$68,433 as of June 30, 2022) are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC).

3. Cash with Fiscal Agents

The District's cash with fiscal agents at June 30, 2022 are shown below:

<u>Investment or Investment Type</u>	<u>Maturity</u>	<u>Fair Value</u>
U.S. Money Market Funds	< 30 days	\$ 1,590,222

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

4. Investments Authorized by the California Government Code and the District's Investment Policy

The table below identifies the investment types that are authorized for the District by the California Government Code (or the District's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District's investment policy where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District's investment policy.

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 Years	None	None
Registered State Bonds, Notes, Warrants	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Banker's Acceptance	180 Days	40%	30%
Commercial Paper	270 Days	25%	10%
Negotiable Certificates of Deposit	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements	92 Days	20% of Base	None
Medium-Term Corporate notes	5 Years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 Years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

5. Analysis of Specific Deposit and Investment Risks

GASB Statement No. 40 requires a determination as to whether the District was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The county treasury is restricted by Government Code §53635 pursuant to §53601 to invest only in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The ratings of securities by recognized rating agencies are designed to give an indication of risk.

At June 30, 2022, credit risk for the District's investments was as follows:

<u>Investment Type</u>	<u>Rating</u>	<u>Rating Agency</u>	<u>Amount</u>
County Treasurer's Investment Pool	Unrated	Not Applicable	\$ 63,328,174
Money Market Funds	Unrated	Not Applicable	1,590,222

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the District's name.

At June 30, 2022, the District's bank balances, including revolving cash, did not exceed FDIC insurance limitations and as such the District was not exposed to custodial credit risk.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. Investments in any one issuer that represent five percent or more of the total investments are either an external investment pool and are therefore exempt. As such, the District was not exposed to concentration of credit risk.

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District maintains pooled investments with the San Diego County Treasury with a fair value of \$63,328,174. The average weighted maturity for this pool was 551 days at June 30, 2022.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the District was not exposed to foreign currency risk.

6. Investment Accounting Policy

The District is required by GASB Statement No. 31 to disclose its policy for determining which investments, if any, are reported at amortized cost. The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

The District's investments in external investment pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is a 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission (SEC) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

E. Accounts Receivable

There are no significant receivables which are not scheduled for collection within one year of year end. Accounts receivable balances as of June 30, 2022 consisted of:

	General Fund	Building Fund	Blended Component Units (CFD & PFA) Capital Projects Fund	Nonmajor Governmental Funds	Total
Federal Government:					
Title I	\$ 235,580	\$ -	\$ -	\$ -	\$ 235,580
ESSER/GEER	1,426,343	-	-	-	1,426,343
Special Education	740,427	-	-	-	740,427
Title IV	244,234	-	-	-	244,234
Child Nutrition	-	-	-	686,526	686,526
Child Development	-	-	-	72,878	72,878
Other Federal Programs	74,771	-	-	-	74,771
State Government:					
LCFF State Aid	82,715	-	-	-	82,715
Lottery	249,439	-	-	-	249,439
Educator Effectiveness	214,610	-	-	-	214,610
Child Nutrition	-	-	-	40,262	40,262
Child Development	-	-	-	156,383	156,383
Other State Programs	16,596	-	-	-	16,596
Local Sources					
Interest	41,952	45,233	4,511	23,468	115,164
Child Development	-	-	-	68,012	68,012
Other Local Sources	7,348	-	-	-	7,348
Total Accounts Receivable	\$ 3,334,015	\$ 45,233	\$ 4,511	\$ 1,047,529	\$ 4,431,288

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

F. Capital Assets and Lease Assets

Capital asset and lease asset activity for the year ended June 30, 2022, was as follows:

Governmental activities:	Beginning Balances	Increases	Decreases	Ending Balances
Capital assets not being depreciated:				
Land	\$ 45,896,267	\$ -	\$ -	\$ 45,896,267
Work in progress	237,392	848,483	-	1,085,875
Total capital assets not being depreciated	46,133,659	848,483	-	46,982,142
Capital assets being depreciated:				
Land improvements	19,923,026	-	-	19,923,026
Buildings and improvements	134,718,919	9,078	-	134,727,997
Equipment	3,382,365	180,620	-	3,562,985
Total capital assets being depreciated	158,024,310	189,698	-	158,214,008
Less accumulated depreciation for:				
Land improvements	(16,576,987)	(573,433)	-	(17,150,420)
Buildings and improvements	(50,635,247)	(3,812,389)	-	(54,447,636)
Equipment	(2,840,567)	(159,757)	-	(3,000,324)
Total accumulated depreciation	(70,052,801)	(4,545,579)	-	(74,598,380)
Total capital assets, net	134,105,168	(3,507,398)	-	130,597,770
Lease assets				
Equipment	131,769	-	-	131,769
Less accumulated amortization	-	(43,247)	-	(43,247)
Total lease assets, net	131,769	(43,247)	-	88,522
Total capital and lease assets, net	\$ 134,236,937	\$ (3,550,645)	\$ -	\$ 130,686,292

Depreciation and amortization were charged to functions as follows:

	Depreciation By Function	Amortization By Function
Instruction	\$ 4,394,038	\$ -
Instruction Related	11,635	-
Pupil Services	29,140	-
Ancillary Services	19,536	-
General Administration	72,877	43,247
Plant Services	18,353	-
	\$ 4,545,579	\$ 43,247

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

G. Interfund Balances & Activities

1. Due To and From Other Funds

Balances due to and due from other funds at June 30, 2022 consisted of the following:

<u>Interfund Receivable (Due From Other Funds)</u>	<u>Interfund Payable (Due To Other Funds)</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Building Fund	\$ 14	Reimburse expenditures
General Fund	CFD & PFA Capital Projects	40,000	Reimburse expenditures
General Fund	Nonmajor Governmental Funds	1,301,980	Indirect costs and reimburse expenditures
Nonmajor Governmental Funds	General Fund	38,161	Program contributions
Nonmajor Governmental Funds	Nonmajor Governmental Funds	18,462	Reimburse expenditures
	Total	<u>\$ 1,398,617</u>	

2. Transfers To and From Other Funds

Transfers to and from other funds at June 30, 2022, consisted of the following:

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Nonmajor Governmental Funds	\$ 20,062	Reimburse expenditures
CFD & PFA Debt Service	CFD & PFA Capital Projects	3,225,406	Debt service expenditures
	Total	<u>\$ 3,245,468</u>	

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

H. Accounts Payable

Accounts payable balances as of June 30, 2022 consisted of:

	General Fund	Nonmajor Governmental Funds	Total
Vendors Payable	\$ 925,683	\$ 36,743	\$ 962,426
Payroll and Benefits	272,610	-	272,610
LCFF Repayment	1,439,898	-	1,439,898
Total Accounts Payable	<u>\$ 2,638,191</u>	<u>\$ 36,743</u>	<u>\$ 2,674,934</u>

I. Unearned Revenue

Unearned revenue balances as of June 30, 2022 consisted of:

	General Fund	Non Major Governmental Funds	Total
Federal Programs			
ESSER/GEER	\$ 457,170	\$ -	\$ 457,170
IDEA Preschool Grants	11,183	-	11,183
Title III Immigrant Education	9,696	-	9,696
Homeless Assistance	160,486	-	160,486
ARP - Homeless Assistance	63,220	-	63,220
Head Start	-	313,812	313,812
Team Nutrition	-	11,596	11,596
State Programs			
Universal PreK Kinder Grant	184,502	-	184,502
CalSHAPE Ventilation Grant	232,370	-	232,370
Total Unearned Revenue	<u>\$ 1,118,627</u>	<u>\$ 325,408</u>	<u>\$ 1,444,035</u>

San Ysidro School District
Notes to the Financial Statements, Continued
June 30, 2022

J. Fund Balance Classifications of the Governmental Funds

Ending fund balance classifications of the governmental funds for the year ended June 30, 2022 consisted of:

	General Fund	Building Fund	Bond Interest & Redemption Fund	Blended Component Units (CFD & PFA)		Nonmajor Governmental Funds	Total
				Capital Projects Fund	Debt Service Fund		
Nonspendable Fund Balance							
Revolving Cash	\$ 68,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,433
Stores	-	-	-	-	-	68,261	68,261
Total Nonspendable Fund Balance	68,433	-	-	-	-	68,261	136,694
Restricted Fund Balance							
Capital Projects	-	19,522,329	-	3,963,876	-	10,696,961	34,183,166
Debt Service	-	-	12,744,476	-	-	-	12,744,476
Educational Programs	5,700,096	-	-	-	-	404,990	6,105,086
Child Nutrition	221,522	-	-	-	-	752,814	974,336
Associated Student Body	-	-	-	-	-	40,809	40,809
Restricted Maintenance	535,330	-	-	-	-	-	535,330
Other Purposes	5,676,496	-	-	-	-	-	5,676,496
Total Restricted Fund Balance	12,133,444	19,522,329	12,744,476	3,963,876	-	11,895,574	60,259,699
Assigned Fund Balance							
Educational Programs	1,612,696	-	-	-	-	-	1,612,696
ADA Overstatement Repayment	1,360,900	-	-	-	-	-	1,360,900
Total Assigned Fund Balance	2,973,596	-	-	-	-	-	2,973,596
Unassigned Fund Balance							
For Economic Uncertainties	2,063,644	-	-	-	-	-	2,063,644
Total Unassigned Fund Balance	2,063,644	-	-	-	-	-	2,063,644
Total Fund Balance	\$ 17,239,117	\$ 19,522,329	\$ 12,744,476	\$ 3,963,876	\$ -	\$ 11,963,835	\$ 65,433,633

K. Short Term Debt Activity

The District accounts for short-term debts for maintenance purposes through the General Fund. The proceeds from loans are shown in the financial statements as other financing sources. The District did not issue any short-term debt during the current fiscal year.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

L. Long Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended June 30, 2022, are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
<u>Governmental Activities:</u>					
General Obligation Bonds	\$ 147,108,310	\$ -	\$ 7,602,218	\$ 139,506,092	\$ 7,740,024
Bond Premiums	6,086,186	-	397,684	5,688,502	339,106
Accreted Interest	60,766,470	8,193,318	1,292,782	67,667,006	1,804,976
Total GO Bonds	<u>213,960,966</u>	<u>8,193,318</u>	<u>9,292,684</u>	<u>212,861,600</u>	<u>9,884,106</u>
Certificates of Participation	38,180,000	-	1,950,000	36,230,000	1,740,000
COPS Premiums	2,586,877	-	131,250	2,455,627	123,164
Total Certificates of Participation	<u>40,766,877</u>	<u>-</u>	<u>2,081,250</u>	<u>38,685,627</u>	<u>1,863,164</u>
Leases Payable	131,769	-	41,709	90,060	43,192
QZAB Bonds	253,630	-	253,630	-	-
Principal Apportionment Plan	2,064,325	-	712,378	1,351,947	270,390
Total OPEB Liability*	18,191,841	386,296	-	18,578,137	-
Net Pension Liability*	60,679,543	-	27,388,768	33,290,775	-
Compensated Absences*	864,561	-	229,863	634,698	634,698
Total Governmental Activities	<u>\$ 336,913,512</u>	<u>\$ 8,579,614</u>	<u>\$ 40,000,282</u>	<u>\$ 305,492,844</u>	<u>\$ 12,695,550</u>

*Other long-term liabilities

- Payments for general obligation bonds are made from the bond interest and redemption fund.
- Payments for certificates of participation are made from the debt service fund for blended component units.
- Payments for leases payable are made from the general fund.
- Payments for pension contributions are made from the general fund.
- Payments for OPEB contributions are made from the general fund.
- Payments for compensated absences are made from the general fund.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

2. General Obligation Bonds

The District's bonded debt consists of various issues of general obligation bonds that are generally callable with interest payable semiannually. Bond proceeds pay primarily for acquiring or constructing capital facilities. The District repays general obligation bonds from voter-approved property taxes.

In 1997, registered voters authorized the issuance of \$250,000,000 principal amount of general obligation bonds. Of the amounts originally authorized, \$108,487,391 were not issued.

On March 3, 2020, registered voters approved Measure U authorizing the issuance of \$55,500,000 in bonds to replace the bonds previously authorized in 1997. Of the amounts authorized under Measure U, \$35,500,000 remains unissued.

On March 3, 2020, registered voters approved Measure T authorizing the issuance of \$52,985,000 in general obligation bonds. Of the amounts authorized under Measure T, \$37,155,000 remains unissued.

General obligation bonds at June 30, 2022 consisted of the following:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>
1997 Election, Series D	02/01/05	3.00-4.25%	08/01/29	\$ 24,619,362
1997 Election, Series E	11/15/07	4.00-5.00%	08/01/32	33,952,740
1997 Election, Series F	06/28/11	2.00-10.90%	08/01/50	17,599,623
1997 Election, Series G	05/31/12	5.45-12.00%	08/01/41	28,990,884
2012 Refunding Bonds	06/27/12	0.50-5.00%	08/01/29	29,860,000
2015 Refunding Bonds	06/03/15	2.00-5.43%	08/01/48	45,643,442
2020 Series A, Measure U	09/03/20	3.00-4.00%	08/01/45	20,000,000
2020 Series A, Measure T	09/03/20	0.37-2.97%	08/01/45	15,830,000
Total GO Bonds				<u>\$ 216,496,051</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
1997 Election, Series D					
Principal	\$ 12,390,541	\$ -	\$ 1,057,218	\$ 11,333,323	\$ 1,330,024
Premium	299,105	-	25,521	273,584	32,106
Accreted Interest	15,894,459	1,442,674	1,292,782	16,044,351	1,804,976
1997 Election, Series E					
Principal	14,137,741	-	-	14,137,741	-
Premium	301,361	-	-	301,361	-
Accreted Interest	13,657,273	1,465,706	-	15,122,979	-
1997 Election, Series F					
Principal	580,702	-	-	580,702	-
Premium	35,967	-	-	35,967	-
Accreted Interest	1,026,742	179,974	-	1,206,716	-
1997 Election, Series G					
Principal	28,990,884	-	-	28,990,884	-
Premium	925,828	-	-	925,828	-
Accreted Interest	18,208,524	2,738,789	-	20,947,313	-
2012 Refunding Bonds					
Principal	13,465,000	-	2,280,000	11,185,000	1,525,000
Premium	842,112	-	142,593	699,519	44,869
2015 Refunding Bonds					
Principal	41,713,442	-	1,525,000	40,188,442	1,860,000
Premium	1,227,304	-	44,869	1,182,435	54,725
Accreted Interest	11,979,472	2,366,175	-	14,345,647	-
2020 Series A, Measure U					
Principal	20,000,000	-	1,505,000	18,495,000	1,690,000
Premium	2,454,509	-	184,701	2,269,808	207,406
2020 Series A, Measure T					
Principal	15,830,000	-	1,235,000	14,595,000	1,335,000
Total GO Bonds	<u>\$ 213,960,966</u>	<u>\$ 8,193,318</u>	<u>\$ 9,292,684</u>	<u>\$ 212,861,600</u>	<u>\$ 9,884,106</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

The annual requirements to amortize the bonds outstanding at June 30, 2022 are as follows:

Year Ended June 30,	Principal	Interest	Accreted Interest	Total
2023	\$ 7,740,024	\$ 1,822,868	\$ 1,804,976	\$ 11,367,868
2024	6,028,132	1,625,783	1,996,868	9,650,783
2025	5,706,776	1,426,932	2,283,224	9,416,932
2026	6,216,794	1,237,423	2,418,206	9,872,423
2027	4,373,112	1,111,643	5,186,888	10,671,643
2028-2032	21,167,066	4,743,502	33,517,934	59,428,502
2033-2037	23,063,645	3,810,085	44,496,355	71,370,085
2038-2042	23,797,101	2,567,673	63,862,899	90,227,673
2043-2047	32,631,789	729,071	83,328,211	116,689,071
2048-2052	8,781,653	-	41,603,347	50,385,000
Total	<u>\$ 139,506,092</u>	<u>\$ 19,074,980</u>	<u>\$ 280,498,908</u>	<u>\$ 439,079,980</u>

Amounts represented in the repayment schedule for accreted interest are reflective of 100% of amounts to be repaid. Amounts represented as accreted interest in the debt summary are reflective of amounts that have accrued as of June 30, 2022.

Accreted interest is the process of systematically increasing the carrying amount of capital appreciation bonds to their estimated value at the maturity date of the bond. The District imputes the effective interest rate, using the present value, the face value, and the period of the bond and multiplies the effective interest rate by the book value of the debt at the end of the period.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

Premium

Bond premium arises when the market rate of interest is higher than the stated interest rate on the bond. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the bond and then amortize the premium over the life of the bond.

Effective interest on general obligation bonds issued at a premium are as follows:

	<u>1997 Series D</u>	<u>1997 Series E</u>	<u>1997 Series F</u>	<u>1997 Series G</u>
Total Interest Payments on Bonds	\$ 30,814,643	\$ 43,043,707	\$ 213,389,044	\$ 88,034,116
Less Bond Premium	<u>(594,306)</u>	<u>(723,738)</u>	<u>(1,090,083)</u>	<u>(925,828)</u>
Net Interest Payments	<u>\$ 30,220,337</u>	<u>\$ 42,319,969</u>	<u>\$ 212,298,961</u>	<u>\$ 87,108,288</u>
Par Amount of Bonds	24,619,362	33,952,740	17,599,623	28,990,884
Periods	25	25	39	30
Effective Interest Rate	4.91%	4.99%	30.93%	10.02%
	<u>2012 Refunding Bonds</u>	<u>2015 Refunding Bonds</u>	<u>2020 Series A, Measure U</u>	<u>2020 Series A, Measure T</u>
Total Interest Payments on Bonds	\$ 9,538,616	\$ 128,956,075	\$ 11,487,125	\$ 6,228,183
Less Bond Premium	<u>(1,867,466)</u>	<u>(1,342,933)</u>	<u>(2,454,509)</u>	<u>-</u>
Net Interest Payments	<u>\$ 7,671,150</u>	<u>\$ 127,613,142</u>	<u>\$ 9,032,616</u>	<u>\$ 6,228,183</u>
Par Amount of Bonds	29,860,000	45,643,442	20,000,000	15,830,000
Periods	18	34	25	25
Effective Interest Rate	1.43%	8.22%	1.81%	1.57%

3. Certificates of Participation

The District's certificates of participation (COPs) consist of various issues of COPs that are generally callable with interest payable semiannually. COPs proceeds pay primarily for acquiring or constructing capital facilities. The District repays COPs from the debt service fund for component units. The debt is secured by facilities owned by the District.

Certificates of participation issued by the District as of June 30, 2022 consisted of the following:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>
2015 Refunding COPS	08/18/15	1.75-5.00%	09/01/34	\$ 21,585,000
2016 Refunding COPS	09/29/16	2.00-4.00%	09/01/35	6,505,000
2021 COPS	04/08/21	2.00-4.00%	09/01/50	16,455,000
Total COPS				<u>\$ 44,545,000</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
2015 Refunding COPS					
Principal	\$ 15,700,000	\$ -	\$ 1,115,000	\$ 14,585,000	\$ 1,165,000
Premium	1,133,822	-	80,523	1,053,299	84,134
2016 Refunding COPS					
Principal	6,025,000	-	170,000	5,855,000	185,000
Premium	655,453	-	18,494	636,959	20,126
2021 COPS					
Principal	16,455,000	-	665,000	15,790,000	390,000
Premium	797,602	-	32,233	765,369	18,904
Total COPS	<u>\$ 40,766,877</u>	<u>\$ -</u>	<u>\$ 2,081,250</u>	<u>\$ 38,685,627</u>	<u>\$ 1,863,164</u>

The annual requirements to amortize the certificates of participation at June 30, 2022 are as follows:

Year Ended June 30,	Principal	Interest	Total
2023	\$ 1,740,000	\$ 1,326,769	\$ 3,066,769
2024	1,835,000	1,266,568	3,101,568
2025	1,835,000	1,182,143	3,017,143
2026	1,740,000	1,099,493	2,839,493
2027	1,795,000	1,018,343	2,813,343
2028-2032	10,595,000	3,794,953	14,389,953
2033-2037	9,290,000	1,547,815	10,837,815
2038-2042	3,750,000	618,059	4,368,059
2043-2047	2,515,000	285,866	2,800,866
2048-2052	1,135,000	33,782	1,168,782
Total	<u>\$ 36,230,000</u>	<u>\$ 12,173,791</u>	<u>\$ 48,403,791</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

Premium

COPs premium arises when the market rate of interest is higher than the stated interest rate on the certificates. Generally Accepted Accounting Principles (GAAP) require that the premium increase the face value of the certificates and then amortize the premium over the life of the certificates.

Effective interest on certificates of participation issued at a premium are as follows:

	2015 Refunding COPs	2016 Refunding COPs	2021 COPS
Total Interest Payments on COPs	\$ 9,324,060	\$ 3,376,150	\$ 6,060,569
Less COPS Premium	<u>(1,558,824)</u>	<u>(707,671)</u>	<u>(797,602)</u>
Net Interest Payments	<u>\$ 7,765,236</u>	<u>\$ 2,668,479</u>	<u>\$ 5,262,967</u>
Par Amount of COPs	21,585,000	6,505,000	16,455,000
Periods	20	21	30
Effective Interest Rate	1.80%	1.95%	1.07%

4. Leases Payable

The District has entered into three lease agreements for the right to use equipment. The Print Shop lease agreement calls for monthly payments of \$2,732 for 36 months commencing July 1, 2021 and ending June 30, 2024. The Sunset lease calls for monthly payments of \$516 for 38 months commencing July 1, 2021 and ending August 31, 2024. The San Ysidro Middle School lease calls for monthly payments of \$557 for 38 months commencing July 1, 2021 and ending on August 31, 2024. The leases have been discounted to present value at an imputed rate of 3.50%.

Future payments on leases payable are as follows:

Year Ended June 30,	Principal	Interest	Total
2023	\$ 43,192	\$ 2,465	\$ 45,657
2024	44,731	926	45,657
2025	<u>2,137</u>	<u>9</u>	<u>2,146</u>
Total	<u>\$ 90,060</u>	<u>\$ 3,400</u>	<u>\$ 93,460</u>

5. QZAB Bonds

On October 14, 2005, the District issued \$5,000,000 in Qualified Zone Academy Bonds (QZABs) to provide funds to finance certain capital improvements, equipment and other educational development programs of the District. The District is required to make a scheduled deposit of \$253,630 each year through the maturity date of October 27, 2021. Accumulated interest earned on the account provides the additional funding required to pay the bonds in full upon maturity. The escrow account accrued interest at a fixed rate of 5.51%. As of June 30, 2022 the balance on the QZAB was paid in full.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

6. Principal Apportionment Repayment Plan

In October 2019, the California Department of Education approved the request for a repayment plan to resolve the impact of an overstatement of principal apportionment for the 2015-16 year. The District and the California Department of Education agreed on the liability of \$1,767,952 to be repaid in annual installments of \$441,988 through 2022. As of June 30, 2022 the balance was paid in full.

In October 2019, the California Department of Education approved the request for a repayment plan to resolve the impact and overstatement of principal apportionment for the 2016-17 fiscal year as a result of the overstated attendance finding which was documented in the 2015-16 audit report. After legal involvement and review, the District and the California Department of Education have agreed on the liability of \$2,163,117 to be repaid in eight annual installments consisting of seven annual installments of \$270,390 each with a final installment of \$270,387.

Annual installments will be withheld from principal apportionment paid to the District each year, beginning with the 2019-20 First Principal Apportionment until the full liability is satisfied. Interest on the outstanding balance of the repayment will be calculated at the rate earned on the state's short term pooled money investment account. Any interest accrued during the year will be calculated and withheld from the Second Principal Apportionment, beginning in 2021-22 until all interest charges are satisfied.

The repayment plan for the liability is as follows:

Year Ended June 30,	2016-17 Apportionment Repayments
2023	\$ 270,390
2024	270,390
2025	270,390
2026	270,390
2027	270,387
Totals	<u>\$ 1,351,947</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

7. Limited Tax Obligation Bonds

On April 8, 2021, the District issued limited tax obligation bonds between the Community Facilities District (CFD) and the Public Financing Authority (PFA) for the purpose of repaying the 2021 COPs issued. Principal and interest payments are made from the CFD to the PFA semi-annually. The issuance results in both a debt to the CFD and a receivable to the PFA as follows:

	<u>Date of Issue</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Amount of Original Issue</u>
2021 Limited Obligation Bonds - CFD	04/08/21	2.00-4.00%	09/01/50	\$ 16,455,000
2021 Limited Obligation Receivable - PFA	04/08/21	2.00-4.00%	09/01/50	(16,455,000)
Total Limited Obligation Bonds				<u>\$ -</u>
	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
2021 Limited Obligation Bonds - CFD				
Principal	16,455,000	-	665,000	15,790,000
Premium	797,602	-	32,233	765,369
2021 Limited Obligation Receivable - PFA				
Principal	(16,455,000)	-	(665,000)	(15,790,000)
Premium	(797,602)	-	(32,233)	(765,369)
Total Limited Obligation Bonds	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Repayments of the limited obligation bonds are scheduled as follows:

<u>Year Ended June 30,</u>	<u>CFD Principal</u>	<u>CFD Interest</u>	<u>PFA Receivable</u>	<u>Total</u>
2023	\$ 390,000	\$ 450,918	\$ (840,918)	\$ -
2024	410,000	438,818	(848,818)	-
2025	435,000	421,918	(856,918)	-
2026	450,000	404,218	(854,218)	-
2027	510,000	385,018	(895,018)	-
2028-2032	2,910,000	1,587,890	(4,497,890)	-
2033-2037	3,545,000	1,051,940	(4,596,940)	-
2038-2042	3,490,000	614,159	(4,104,159)	-
2043-2047	2,515,000	285,866	(2,800,866)	-
2048-2052	1,135,000	33,782	(1,168,782)	-
Total	<u>\$ 15,790,000</u>	<u>\$ 5,674,527</u>	<u>\$ (21,464,527)</u>	<u>\$ -</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

8. Compensated Absences

Total unpaid employee compensated absences as of June 30, 2022 amounted to \$634,698. This amount is included as part of long-term liabilities in the government-wide financial statements.

9. Net Pension Liability

The District's beginning net pension liability was \$60,679,543 and decreased by \$27,388,768 during the year ended June 30, 2022 for an ending net pension liability of \$33,290,775. See Note M for additional information regarding the net pension liability.

10. Total OPEB Liability

The District's beginning total OPEB liability was \$18,191,841 and increased by \$386,296 during the year ended June 30, 2022 for an ending total OPEB liability of \$18,578,137. See Note N for additional information regarding the total OPEB liability.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

M. Pension Plans

1. General Information about the Pension Plans

a. Plan Descriptions

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and Local Government resolution. Support by the State for the CalSTRS plan is such that the plan has a special funding situation as defined by GASB Statement No. 68. CalSTRS and CalPERS issue publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on their respective websites.

b. Benefits Paid

CalSTRS and CalPERS provide service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at 62 for normal benefits or at age 55 with statutorily reduced benefits. Employees hired prior to January 1, 2013 are eligible to retire at age 60 for normal benefits or at age 55 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. All members are eligible for death benefits after one year of total service.

The Plan's provisions and benefits in effect at June 30, 2022 are summarized as follows:

	CalSTRS	
	Before Jan. 1, 2013	After Jan. 1, 2013
Hire Date		
Benefit Formula	2% at 60	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	55-60	55-62
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.4%	1.0 - 2.4%*
Required Employee Contribution Rates (2021-22)	10.250%	10.205%
Required Employer Contribution Rates (2021-22)	16.920%	16.920%
Required State Contribution Rates (2021-22)	10.828%	10.828%

*Amounts are limited to 120% of Social Security Wage Base.

**The contribution rate for CalSTRS 2% at 62 members is based, in part, on the normal cost of benefits and may increase or decrease in future years.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

	CalPERS	
	Before Jan. 1, 2013	After Jan. 1, 2013
Hire Date		
Benefit Formula	2% at 60	2% at 62**
Benefit Vesting Schedule	5 Years	5 Years
Benefit Payments	Monthly for life	Monthly for life
Retirement Age	50-62	52-67
Monthly Benefits as a % of Eligible Compensation	1.1 - 2.5%	1.0 - 2.5%*
Required Employee Contribution Rates (2021-22)	7.000%	7.000%
Required State Contribution Rates (2021-22)	22.910%	22.910%

*Amounts are limited to 120% of Social Security Wage Base

**The rate imposed on CalPERS 2% at 62 members is based on the normal cost of benefits.

c. Contributions

CalSTRS

For the fiscal year ended June 30, 2022, California Education Code §22950 requires members to contribute monthly to the system 10.205% (if hired on or after January 1, 2013) or 10.25% (if hired before January 1, 2013) of the creditable compensation upon which members’ contributions under this part are based. In addition, the employer required rates established by the CalSTRS board have been established at 16.92% of creditable compensation for the fiscal year ended June 30, 2022. Beginning in the fiscal year ending on June 30, 2022, and for each fiscal year thereafter, the CalSTRS Board has the authority to increase or decrease percentages paid specific to reflect the contribution required to eliminate by June 30, 2046, the remaining unfunded actuarial obligation with respect to service credited to members before July 1, 2014, as determined by the Board based upon a recommendation from its actuary. Those adjustments are limited to 1% annually, not to exceed 20.25% of creditable compensation. For 2021-22, the employer rate reflects a 2.18% reduction from the rate that was originally required in the funding plan.

CalPERS

California Public Employees’ Retirement Law §20814(c) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The CalPERS Board retains the authority to amend contribution rates. The total plan contributions are determined through CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of the employees. For the fiscal year ended June 30, 2022, the employee contribution rate was 7.00% and the employer contribution rate was 22.910% of covered payroll. For 2021-22, the employer rate reflects a 2.16% reduction from the rate originally adopted by the board on April 20, 2021, due to an amendment of Government Code §20825.2.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

On Behalf Payments

Consistent with California Education Code §22955.1, the State of California makes contributions to CalSTRS on behalf of employees working for the District. For the fiscal year ended June 30, 2022 the State contributed 10.828% of salaries creditable to CalSTRS. Consistent with the requirements of generally accepted accounting principles, the District has recorded these contributions as revenue and expense in the fund financial statements (current financial resources measurement focus). The government-wide financial statements have recorded revenue and expense for pension expense paid on behalf of the District (economic resources measurement focus). Contributions reported for on behalf payments are based on the District's proportionate share of the States contribution for the fiscal year. Contributions made by the state on behalf of the District and the State's pension expense associated with District employees for the past three fiscal years are as follows:

CalSTRS			
Year Ended June 30,	On Behalf Contribution Rate	On Behalf Contribution Amount	On Behalf Pension Expense
2020	10.328%	\$ 2,459,957	\$ 777,619
2021	10.328%	2,718,401	1,770,438
2022	10.828%	2,764,805	407,412

The State contributed an additional \$1.1 Billion to CalSTRS during the 2019-20 fiscal year and \$297 Million to CalSTRS during the 2020-21 fiscal year as a continuing settlement associated with SB90.

d. Contributions Recognized

For the fiscal year ended June 30, 2022 (measurement period June 30, 2021), the contributions recognized for each plan were:

Governmental Fund Financial Statements (Current Financial Resources Measurement Focus)			
	CalSTRS	CalPERS	Total
Contributions - Employer	\$ 4,436,097	\$ 2,533,413	\$ 6,969,510
Contributions - State On Behalf Payments	407,412	-	407,412
Total Governmental Funds	<u>\$ 4,843,509</u>	<u>\$ 2,533,413</u>	<u>\$ 7,376,922</u>

Government-Wide Financial Statements (Economic Resources Measurement Focus)			
	CalSTRS	CalPERS	Total
Contributions - Employer	\$ 3,725,260	\$ 2,255,603	\$ 5,980,863
Contributions - State On Behalf Payments	2,718,401	-	2,718,401
Total Government-Wide	<u>\$ 6,443,661</u>	<u>\$ 2,255,603</u>	<u>\$ 8,699,264</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2021 (measurement date) the District reported net pension liabilities for its proportionate share of the net pension liability of each plan as follows:

	Proportionate Share of the Net Pension Liability		
	CalSTRS	CalPERS	Total
Governmental Activities	<u>\$ 17,882,969</u>	<u>\$ 15,407,806</u>	<u>\$ 33,290,775</u>

The District's net pension liability for each Plan is measured as the proportionate share of the total net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2021. The total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to measurement date June 30, 2021 using standard update procedures. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, as actuarially determined.

The District's proportionate share of the net pension liability for each Plan as of June 30, 2021 and June 30, 2022 were as follows:

	CalSTRS		Total For District Employees	CalPERS
	District's Proportionate Share	State's Proportionate Share*		District's Proportionate Share
<u>Governmental Activities</u>				
Proportion June 30, 2021	0.03910%	0.02780%	0.06690%	0.07440%
Proportion June 30, 2022	0.03930%	0.02910%	0.06840%	0.07580%
Change in Proportion	<u>0.00020%</u>	<u>0.00130%</u>	<u>0.00150%</u>	<u>0.00140%</u>

*Represents State's Proportionate Share on behalf of District employees.

a. Pension Expense

	Governmental Activities		
	CalSTRS	CalPERS	Total
Change in Net Pension Liability (Asset)	\$ (19,973,582)	\$ (7,415,186)	\$ (27,388,768)
State On Behalf Pension Expense	407,412	-	407,412
Employer Contributions to Pension Expense	4,436,097	2,533,413	6,969,510
Change in Contributions Subsequent to Measurement Date	(710,837)	(277,810)	(988,647)
Change in Other Deferred Outflows/Inflows of Resources	16,192,248	7,245,307	23,437,555
Total Pension Expense - Governmental	<u>\$ 351,338</u>	<u>\$ 2,085,724</u>	<u>\$ 2,437,062</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

b. Deferred Outflows and Inflows of Resources

At June 30, 2022, The District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
	CalSTRS	CalPERS	Total
<u>Governmental Activities</u>			
Pension contributions subsequent to measurement date	\$ 4,436,097	\$ 2,533,413	\$ 6,969,510
Differences between actual and expected experience	41,383	480,907	522,290
Changes in assumptions	2,014,724	-	2,014,724
Changes in employer's proportionate share	798,335	598,010	1,396,345
Net difference between projected and actual earnings	-	-	-
Total Deferred Outflows of Resources	<u>\$ 7,290,539</u>	<u>\$ 3,612,330</u>	<u>\$ 10,902,869</u>

	Deferred Inflows of Resources		
	CalSTRS	CalPERS	Total
<u>Governmental Activities</u>			
Differences between actual and expected experience	\$ 1,901,831	\$ 36,322	\$ 1,938,153
Changes in assumptions	-	-	-
Changes in employer's proportionate share	3,525,095	729,380	4,254,475
Net difference between projected and actual earnings	14,171,824	5,927,593	20,099,417
Total Deferred Inflows of Resources	<u>\$ 19,598,750</u>	<u>\$ 6,693,295</u>	<u>\$ 26,292,045</u>

Pension contributions made subsequent to the measurement date reported as deferred outflows of resources will be recognized as a portion of pension expense in the year ended June 30, 2023. The remaining amounts reported as deferred outflows or deferred inflows of resources will be recognized as an increase or decrease to pension expense over a five-year period. Pension expense resulting from deferred outflows and deferred inflows of resources will be recognized as follows:

Year Ended	Governmental Activities				
	Deferred Outflows		Deferred Inflows		Net Effect
	of Resources		of Resources		
June 30,	CalSTRS	CalPERS	CalSTRS	CalPERS	on Expenses
2023	\$ 5,857,242	\$ 3,238,275	\$ (5,168,546)	\$ (1,770,990)	\$ 2,155,981
2024	1,170,706	195,373	(4,819,909)	(1,646,503)	(5,100,333)
2025	102,584	93,446	(4,914,329)	(1,631,266)	(6,349,565)
2026	102,582	85,236	(4,263,965)	(1,644,536)	(5,720,683)
2027	57,425	-	(242,871)	-	(185,446)
Thereafter	-	-	(189,130)	-	(189,130)
Total	<u>\$ 7,290,539</u>	<u>\$ 3,612,330</u>	<u>\$ (19,598,750)</u>	<u>\$ (6,693,295)</u>	<u>\$ (15,389,176)</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

c. Actuarial Assumptions

Total pension liabilities for the fiscal year ended June 30, 2022, were based on actuarial valuations determined using the following actuarial assumptions:

	CalSTRS	CalPERS
Fiscal Year	June 30, 2022	June 30, 2022
Measurement Date	June 30, 2021	June 30, 2021
Valuation Date	June 30, 2020	June 30, 2020
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Experience Study Period	2015 - 2018	1997 - 2015
Actuarial Assumptions:		
Discount Rate	7.10%	7.15%
Inflation	2.75%	2.50%
Wage Growth	3.50%	(3)
Investment Rate of Return	7.10%	7.15%
Post Retirement Benefit Increase	(1)	(4)
Mortality	(2)	(5)

- (1) CalSTRS post-retirement benefit increases assumed at 2% simple (annually) maintaining 85% purchasing power level.
- (2) CalSTRS base mortality tables are custom tables derived to best fit the patterns of mortality among CalSTRS members. The projection scale was set to equal 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.
- (3) Varies by entry age and service.
- (4) CalPERS post retirement benefit increases assumes 2.00% until PPPA floor on purchasing power applies, 2.50% thereafter.
- (5) CalPERS mortality table was developed based on CalPERS specific data. The table includes 15 years of mortality improvement using the Society of Actuaries 90% of scale MP-2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

d. Discount Rate

The discount rate used to measure the total pension liability was 7.10% for CalSTRS and 7.15% for CalPERS. The projection of cash flows used to determine the discount rates assumed the contributions from the plan members, employers, and state contributing agencies (where applicable) will be made at statutory contribution rates. To determine whether the District bond rate should be used in the calculation of a discount rate for each plan, CalSTRS and CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current discount rates are adequate, and the use of the discount bond rate calculations is not necessary for either plan. The stress test results are presented in detailed reports that can be obtained from CalPERS and CalSTRS respective websites.

The CalPERS discount rate was increased from 7.50% to 7.65% at measurement date June 30, 2015 (Fiscal year June 30, 2016) to correct for an adjustment to exclude administrative expenses. Subsequently CalPERS discount rate was decreased from 7.65% to 7.15% at measurement date June 30, 2017 (Fiscal year June 30, 2018) to adjust for changes resulting from actuarially determined amounts.

The CalSTRS discount rate was adjusted from 7.60% to 7.10% for measurement date June 30, 2017 (Fiscal year June 30, 2018) to adjust for changes resulting from a new actuarial experience study.

According to Paragraph 30 of GASB Statement No. 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The investment return assumption used in the accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. CalSTRS and CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference.

CalSTRS and CalPERS are scheduled to review actuarial assumptions as part of their regular Asset Liability Management (ALM) review cycle. CalSTRS completed their ALM November 2019 with new policies in effect on July 1, 2021. CalPERS completed their ALM in 2018 with new policies in effect on July 1, 2018. Both CalSTRS and CalPERS conduct new ALM's every 4 years.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalSTRS and CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and long-term (11-60 years) using a building block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest quarter of one percent.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

The tables below reflect the long-term expected real rate of return by asset class. The rate of return was calculated using capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

CalSTRS		
<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return*</u>
Public Equity	42.00%	4.80%
Real Estate	15.00%	3.60%
Private Equity	13.00%	6.30%
Fixed Income	12.00%	1.30%
Risk Mitigating Strategies	10.00%	1.80%
Inflation Sensitive	6.00%	3.30%
Cash/Liquidity	2.00%	-0.40%
*20 year average		

CalPERS			
<u>Asset Class⁽¹⁾</u>	<u>Assumed Asset Allocation</u>	<u>Real Return Years 1 - 10^(2,4)</u>	<u>Real Return Years 11+^(3,4)</u>
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

(1) In the basic financial statements, fixed income is included in global debt securities; liquidity is included in short term investments; inflation assets are included in both global equity securities and global debt securities.

(2) An expected inflation of 2.00% is used for this period.

(3) An expected inflation of 2.92% is used for this period

(4) Figures are based on the previous ALM of 2017

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

e. Sensitivity to Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following represents the District's proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	<u>CalSTRS</u>	<u>CalPERS</u>
1% Decrease	6.10%	6.15%
Net Pension Liability	\$ 36,403,955	\$ 25,979,724
Current Discount Rate	7.10%	7.15%
Net Pension Liability	\$ 17,882,969	\$ 15,407,806
1% Increase	8.10%	8.15%
Net Pension Liability	\$ 2,511,471	\$ 6,630,845

San Ysidro School District
Notes to the Financial Statements, Continued
June 30, 2022

1. Total Pension Liability, Pension Plan Fiduciary Net Position and Net Pension Liability

CalSTRS Governmental Activities

	Increase (Decrease)				
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability	State's Share of Net Pension Liability	District's Share of Net Pension Liability
	(a)	(b)	(a) - (b)	(c)	(a) - (b) - (c)
Balance at June 30, 2021					
(Previously Reported)	\$ 229,834,594	\$ 165,067,165	\$ 64,767,429	\$ 26,910,878	\$ 37,856,551
Changes for the year					
CalSTRS auditor adjustment	-	-	-	-	-
Change in proportionate share	5,505,000	3,953,690	1,551,310	1,325,512	225,798
Service cost	5,209,196	-	5,209,196	2,217,908	2,991,288
Interest	16,679,418	-	16,679,418	7,101,561	9,577,857
Difference between expected and actual experience	(2,305,541)	-	(2,305,541)	(981,625)	(1,323,916)
Change in assumptions	-	-	-	-	-
Change in benefits	-	-	-	-	-
Contributions:					
Employer	-	3,940,578	(3,940,578)	(1,677,771)	(2,262,807)
Employee	-	2,561,148	(2,561,148)	(1,090,455)	(1,470,693)
State on behalf	-	2,553,206	(2,553,206)	(1,087,073)	(1,466,133)
Net investment income	-	45,877,209	(45,877,209)	(19,533,043)	(26,344,166)
Other income	-	61,901	(61,901)	(26,356)	(35,545)
Benefit payments ⁽¹⁾	(11,434,040)	(11,434,040)	-	-	-
Administrative expenses	-	(172,150)	172,150	73,296	98,854
Borrowing costs	-	(61,320)	61,320	26,108	35,212
Other expenses	-	(1,165)	1,165	496	669
Net changes	13,654,033	47,279,057	(33,625,024)	(13,651,442)	(19,973,582)
Balance at June 30, 2022	<u>\$ 243,488,627</u>	<u>\$ 212,346,222</u>	<u>\$ 31,142,405</u>	<u>\$ 13,259,436</u>	<u>\$ 17,882,969</u>

(1) – Includes refunds of employee contributions

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

CalPERS Governmental Activities

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at June 30, 2021			
(Previously Reported)	\$ 76,086,127	\$ 53,263,134	\$ 22,822,993
Changes for the year			
Change in proportionate share	1,420,804	994,616	426,188
Service cost	1,778,670	-	1,778,670
Interest	5,468,258	-	5,468,258
Difference between expected and actual experience	(48,430)	-	(48,430)
Change in assumptions	-	-	-
Change in benefits	-	-	-
Contributions:			
Employer	-	2,252,110	(2,252,110)
Employee	-	772,233	(772,233)
Nonemployer	-	-	-
Net plan to plan resource movement	-	-	-
Net investment income	-	12,069,342	(12,069,342)
Benefit payments ⁽¹⁾	(3,737,374)	(3,737,374)	-
Administrative expenses	-	(53,812)	53,812
Other expenses	-	-	-
Net changes	4,881,928	12,297,115	(7,415,187)
Balance at June 30, 2022	\$ 80,968,055	\$ 65,560,249	\$ 15,407,806

(1) – Includes refunds of employee contributions

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalSTRS and CalPERS financial reports available on their respective websites.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

N. Postemployment Benefits Other than Pension Benefits (OPEB)

1. Plan Description

The District's defined benefit OPEB plan, San Ysidro School District Retiree Health Care Plan (the Plan) provides OPEB for retirees that meet eligibility requirements until age 65. Retirees in the plan are eligible for the same medical plans as active employees. The Plan is a single employer defined benefit OPEB plan administered by the District. Authority to establish and amend the benefit terms and financing requirements lie with the Districts governing board.

2. Benefits Provided

The following is a summary of the current retiree benefit plan:

Certificated Employees

The District provides retiree medical coverage for retirees only until the last day of the month in which the retiree attains age 65. Retirees pay 100% of the cost of any spouse and dependent coverage. Spouse and dependent coverage (except for COBRA) ceases upon the death of the retiree. The District does not provide any financial contribution to retiree medical coverage beyond age 65. Eligibility for retiree health coverage requires retirement on or after age 55 with at least 15 years of service with the District. The retiree pays 100% of the cost of coverage to continue dental, vision, and life benefits.

Classified Employees

The District provides retiree medical coverage for retirees only until the last day of the month in which the retiree attains age 65. The District will pay 50% of the cost of coverage if the retiree has 15 years of service retirement. The 50% amount increases by 10% for each additional year of service up to 100%. The retiree pays 100% of the cost of any spouse or dependent coverage. Spouse and dependent coverage (except for COBRA) ceases upon the death of the retiree. The District does not provide any financial contribution for retiree medical coverage beyond age 65. Eligibility for retiree health coverage requires retirement on or after age 55 with at least 15 years of service with the District. The retiree pays 100% of the cost of coverage to continue dental, vision, and life benefits.

Management, Confidential and Supervisory Employees

The District provides retiree medical coverage for retirees only until the last day of the month in which the retiree attains age 65. Retirees pay 100% of the cost of any spouse and dependent coverage. Spouse and dependent coverage (except for COBRA) ceases upon the death of the retiree. The District does not provide any financial contribution for retiree medical coverage beyond age 65. Eligibility for retiree health coverage requires retirement on or after age 55 with at least 15 years of service with the District. The retiree pays 100% of the cost of coverage to continue dental, vision, and life benefits.

Former Board Members

Former board members may continue health benefits at retirement on a self-pay basis. Former board members first elected to the governing board prior to January 1, 1995 and serving at least 12 years may receive a District contribution for retiree only coverage.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

3. Contributions

The contribution requirements of Plan members and the San Ysidro School District are established and may be amended by the San Ysidro School District through negotiations with bargaining units. No assets are accumulated in a trust that meets the criteria in Paragraph 4 of GASB Statement No. 75.

4. Plan Membership

Membership of the plan consisted of the following as of the June 30, 2021 valuation date, measured as of June 30, 2021 for fiscal year June 30, 2022:

Inactive plan members or beneficiaries currently receiving benefits	28
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	482
	510

5. Total OPEB Liability

The San Ysidro School District's total OPEB liability of \$18,578,137 was measured as of July 1, 2020 and was determined by an actuarial valuation as of June 30, 2021.

6. Actuarial Assumptions and Other Inputs

The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement unless otherwise specified:

Economic assumptions:

Inflation	2.80% per annum
Payroll growth	2.80% per annum, in aggregate
Discount rate	2.19%
Healthcare cost trend rates	7.00% decreasing to 4.50%
Retiree's share of costs	0.00%

Non-economic assumptions:

Mortality

Certificated	Most recent CalSTRS mortality tables
Classified	Most recent CalPERS mortality tables

Termination Rates:

Certificated	Most recent CalSTRS termination rates
Classified	Most Recent CalPERS termination rates

The discount rate was based on the S&P Municipal Bond 20 Year High Grade Rate Index.

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

7. Changes in Total OPEB Liability

	<u>Total OPEB Liability</u>
Service cost	\$ 883,281
Interest	499,623
Experience (Gains)/Losses	(563,549)
Changes of assumptions	155,411
Benefit payments	(588,470)
Other	-
Net change in Total OPEB Liability	<u>386,296</u>
Total OPEB Liability - Beginning	<u>18,191,841</u>
Total OPEB Liability - Ending	<u>\$ 18,578,137</u>

8. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the Plan, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	<u>1% Decrease (1.19%)</u>	<u>Valuation Discount Rate (2.19%)</u>	<u>1% Increase (3.19%)</u>
Total OPEB Liability	\$ 19,980,150	\$ 18,578,137	\$ 17,225,734

9. Sensitivity of the Total OPEB Liability to Changes in Healthcare Cost Trend Rate

The following presents the total OPEB liability of the Plan, as well as what the District's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower or one percentage point higher than the current healthcare cost trend rate:

	<u>1% Decrease 6.00%</u>	<u>Healthcare Cost Trend Rate 7.00%</u>	<u>1% Increase 8.00%</u>
	<u>Decreasing to 3.50%</u>	<u>Decreasing to 4.50%</u>	<u>Decreasing to 5.50%</u>
Total OPEB Liability	\$ 16,452,264	\$ 18,578,137	\$ 21,065,649

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

10. OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources related to OPEB

For the fiscal year ended June 30, 2022, the District recognized OPEB expense of \$1,484,953. At June 30, 2022 the District reported the following Deferred Outflows and Deferred Inflows of Resources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Experience (Gains)/Losses	\$ 380,334	\$ 843,044
Changes of assumptions	1,081,676	65,844
Subsequent contributions	<u>449,870</u>	<u>-</u>
Total	<u>\$ 1,911,880</u>	<u>\$ 908,888</u>

Amounts reported as deferred outflows and deferred inflows of resources will be recognized as an increase or decrease to OPEB expense over five to eight year periods. OPEB expense resulting from deferred outflows and deferred inflows of resources will be recognized as follows:

<u>Year Ended June 30,</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Net Effect on OPEB Expense</u>
2023	\$ 672,714	\$ (120,795)	\$ 551,919
2024	222,844	(120,795)	102,049
2025	222,844	(120,795)	102,049
2026	222,844	(120,791)	102,053
2027	222,844	(104,333)	118,511
Thereafter	<u>347,790</u>	<u>(321,379)</u>	<u>26,411</u>
Total	<u>\$ 1,911,880</u>	<u>\$ (908,888)</u>	<u>\$ 1,002,992</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

O. Risk Management

The District is exposed to risk of losses due to:

- Torts,
- Theft of, damage to, or destruction of assets,
- Business interruption,
- Errors or omissions,
- Job related illness or injuries to employees,
- Natural disasters,
- Other risks associated with public entity risk pools

Risk management is the process of managing the District’s activities to minimize the adverse effects of these risks. The main element of risk management are risk control (to minimize the losses that strike an organization) and risk financing (to obtain finances to provide for or restore the economic damages of those losses). Risk financing techniques include risk retention, risk transfer to and from an insurer, and risk transfer to a non-insurer.

The District has implemented the risk financing technique of risk transfer to an insurer. The District has purchased property & liability insurance as well as workers compensation insurance to cover any losses resulting from the risks identified above.

There have been no significant changes in property and liability or workers compensation coverage during the current fiscal year.

P. Adjustment to Beginning Net Position

The District made corrections to accumulated depreciation, bond premiums, unamortized debt issue costs, and unamortized refunding losses based on errors noted in the prior year balances.

	<u>Government- Wide Financial Statements</u>
Beginning Net Position as Reported in June 30, 2021 Audit Report	\$ (125,921,555)
Adjustments to Beginning Balance	
Correction to Accumulated Depreciation	166,013
Correction to Bond Premiums	(419,912)
Correction to Unamortized Debt Issue Costs	1,513,605
Correction to Unamortized Refunding Losses	(40,418)
Beginning Net Position as Restated	<u><u>\$ (124,702,267)</u></u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

Q. Participation in Joint Powers Authorities

The District is a member of two joint powers agreements (JPA) entities, the San Diego County Schools Risk Management (SDCSRM) and the San Diego County Schools Fringe Benefits Consortium (SDCSFBC), for the operation of a common risk management and insurance programs for property and liability coverage, workers compensation, and other employee benefits. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. There have been no significant reductions in insurance coverage from coverage in the prior year.

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. Audited financial statements are available from the respective entities.

R. Commitments and Contingencies

1. State and Federal Allowances, Awards, and Grants

The District has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

2. Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District as of June 30, 2022.

3. Construction Commitments

As of June 30, 2022, the District had the following commitments with respect to unfinished capital projects:

<u>Capital Project</u>	<u>Commitment</u>	<u>Expected Date of Completion*</u>
Generator Project	\$ 832,488	December 2022
Sunset Elementary HVAC	200,000	December 2023

*Expected date of completion subject to change

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

S. Deferred Outflows of Resources

In accordance with GASB Statement No. 68 & 71, payments made subsequent to the pension plan measurement date and other items as outlined in the GASB pronouncement have been recorded as deferred outflows of resources.

In accordance with GASB Statement No. 75 certain items related to OPEB as identified in the GASB statement are recorded as deferred outflows of resources.

Refunding Bonds and COPs that resulted in a loss on refunding have recorded the loss as a deferred outflow of resources to be amortized over the life of the debt in accordance with GASB Statement No. 65.

Prepaid insurance on debt instruments has been recorded as a deferred outflow of resources to be amortized over the life of the debt in accordance with GASB Statement No 65.

A summary of the deferred outflows of resources as of June 30, 2022 is as follows:

Description	Beginning Balance	Increases	Decreases	Ending Balance
Refunding Losses				
2012 Refunding Bonds	\$ 1,122,732	\$ -	\$ 124,748	\$ 997,984
2015 Refunding Bonds	10,151,514	-	362,555	9,788,959
2021 Measure T Refunding	625,799	-	25,031	600,768
2015 Refunding COPs	807,156	-	57,654	749,502
2016 Refunding COPs	522,716	-	30,748	491,968
2021 Refunding COPs	1,443,883	-	57,763	1,386,120
Prepaid Debt Insurance	2,230,422	-	97,400	2,133,022
OPEB related	2,117,913	605,281	811,314	1,911,880
Pension related				
CalSTRS	8,058,304	4,661,895	5,429,660	7,290,539
CalPERS	4,413,075	2,959,601	3,760,346	3,612,330
Total Deferred Outflows of Resources	\$ 31,493,514	\$ 8,226,777	\$ 10,757,219	\$ 28,963,072

Future amortization of deferred outflows is as follows:

Year Ending June 30,	Refunding Losses	Prepaid Debt Insurance	Pension Related	OPEB Related	Total
2023	\$ 658,492	\$ 95,585	\$ 5,857,242	\$ 672,714	\$ 7,284,033
2024	658,491	65,833	4,408,981	222,844	5,356,149
2025	658,491	57,882	297,957	222,844	1,237,174
2026	658,491	61,734	196,028	222,844	1,139,097
2027	658,491	43,577	142,661	222,844	1,067,573
Thereafter	10,722,845	1,808,411	-	347,790	12,879,046
Total	\$ 14,015,301	\$ 2,133,022	\$ 10,902,869	\$ 1,911,880	\$ 28,963,072

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

T. Deferred Inflows of Resources

In accordance with GASB Statement No. 68 & 71, items as outlined in the GASB statement have been recorded as deferred inflows of resources.

In accordance with GASB Statement No. 75 certain items related to OPEB as identified in the GASB statement are recorded as deferred inflows of resources.

A summary of the deferred inflows of resources as of June 30, 2022 is as follows:

Description	Beginning Balance	Increases	Decreases	Ending Balance
OPEB related	\$ 466,134	\$ 563,549	\$ 120,795	\$ 908,888
Pension related				
CalSTRS	4,885,104	20,828,196	6,114,550	19,598,750
CalPERS	<u>526,543</u>	<u>8,271,110</u>	<u>2,104,358</u>	<u>6,693,295</u>
Total Deferred Inflows of Resources	<u>\$ 5,877,781</u>	<u>\$ 29,662,855</u>	<u>\$ 8,339,703</u>	<u>\$ 27,200,933</u>

Future amortization of deferred inflows is as follows:

Year Ending June 30,	Pension Related	OPEB Related	Total
2023	\$ 5,168,546	\$ 120,795	\$ 5,289,341
2024	6,590,899	120,795	6,711,694
2025	6,560,832	120,795	6,681,627
2026	5,895,231	120,791	6,016,022
2027	1,887,407	104,333	1,991,740
Thereafter	<u>189,130</u>	<u>321,379</u>	<u>510,509</u>
Total	<u>\$ 26,292,045</u>	<u>\$ 908,888</u>	<u>\$ 27,200,933</u>

San Ysidro School District

Notes to the Financial Statements, Continued

June 30, 2022

U. Upcoming Accounting Guidance

The Governmental Accounting Standards Board (GASB) issues pronouncements and additional guidance for governmental agencies to establish consistent accounting across all governments in the United States. The following table represents items that have been issued by GASB that will become effective in future periods:

Description	Date Issued	Fiscal Year Effective
GASB Statement 91, Conduit Debt Obligations	05/2019	2022-23
GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	03/2020	2022-23
GASB Statement 96, Subscription-Based Information Technology Arrangements	05/2020	2022-23
GASB Statement No. 99, Omnibus 2022	04/2022	2022-23 Thru 2023-24
GASB Statement No. 100, Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62	06/2022	2024-25
GASB Statement No. 101, Compensated Absences	06/2022	2024-25
GASB Implementation Guide No. 2021-1, Implementation Guidance Update – 2021	05/2021	2021-22 Thru 2023-24

The effects of the upcoming guidance and pronouncements on the District’s financial statements has not yet been determined.

Required Supplementary Information

San Ysidro School District

Budgetary Comparison Schedule – General Fund

For the Year Ended June 30, 2022

	Budgeted Amounts			Variance to Final Budget Positive (Negative)
	Original	Final	Actual	
Revenues				
LCFF Sources				
State Apportionment	\$ 23,936,415	\$ 24,770,080	\$ 23,257,242	\$ (1,512,838)
Education Protection Account	842,378	842,132	842,248	116
Property Taxes	23,361,073	23,909,772	25,638,271	1,728,499
Federal Revenue	6,724,758	19,765,942	9,806,560	(9,959,382)
Other State Revenue	8,472,208	7,675,944	10,037,141	2,361,197
Interest Income	60,000	60,000	117,967	57,967
FMV Adjustment	-	-	(434,756)	(434,756)
Other Local Revenue	3,371,895	3,391,895	3,718,055	326,160
Total Revenues	<u>66,768,727</u>	<u>80,415,765</u>	<u>72,982,728</u>	<u>(7,433,037)</u>
Expenditures				
Current Expenditures:				
Certificated Salaries	27,694,416	32,703,854	27,495,610	5,208,244
Classified Salaries	11,049,930	12,078,915	11,331,022	747,893
Employee Benefits	15,623,463	17,308,039	16,233,833	1,074,206
Books and Supplies	2,596,824	4,174,249	2,648,259	1,525,990
Services and Other Operating	8,486,070	17,468,939	8,922,009	8,546,930
Other Outgo	-	-	54,718	(54,718)
Direct Support/Indirect Costs	(202,745)	(157,841)	(145,196)	(12,645)
Capital Outlay	-	5,700,146	1,055,336	4,644,810
Debt Service				
Principal	966,008	966,008	1,007,717	(41,709)
Interest	-	-	5,754	(5,754)
Total Expenditures	<u>66,213,966</u>	<u>90,242,309</u>	<u>68,609,062</u>	<u>21,633,247</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>554,761</u>	<u>(9,826,544)</u>	<u>4,373,666</u>	<u>14,200,210</u>
Other Financing Sources (Uses)				
Transfers In	-	-	20,062	20,062
Net Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>20,062</u>	<u>20,062</u>
Net Change in Fund Balance	554,761	(9,826,544)	4,393,728	14,220,272
Fund Balance - Beginning of Year	<u>12,845,389</u>	<u>12,845,389</u>	<u>12,845,389</u>	<u>-</u>
Fund Balance - End of Year	<u>\$ 13,400,150</u>	<u>\$ 3,018,845</u>	<u>\$ 17,239,117</u>	<u>\$ 14,220,272</u>

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Schedule of the District's Proportionate Share of the Net Pension Liability - CalSTRS Last Ten Fiscal Years*

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
District's proportion of the net pension liability (asset)	0.0393%	0.0391%	0.0456%	0.0446%	0.0432%	0.0415%	0.0415%	0.0423%	N/A	N/A
District's proportionate share of the net pension liability (asset)	\$ 17,882,969	\$ 37,856,551	\$ 41,156,819	\$ 40,962,948	\$ 39,966,263	\$ 33,537,341	\$ 27,965,531	\$ 24,714,443	N/A	N/A
State's proportionate share of the net pension liability (asset) associated with the District	13,259,436	26,910,878	21,804,471	22,991,514	23,686,041	20,756,543	15,969,232	12,924,473	N/A	N/A
Total	<u>\$ 31,142,405</u>	<u>\$ 64,767,429</u>	<u>\$ 62,961,290</u>	<u>\$ 63,954,462</u>	<u>\$ 63,652,304</u>	<u>\$ 54,293,884</u>	<u>\$ 43,934,763</u>	<u>\$ 37,638,916</u>	<u>N/A</u>	<u>N/A</u>
District's covered payroll**	\$ 23,089,158	\$ 24,048,380	\$ 24,493,796	\$ 23,669,577	\$ 22,849,650	\$ 20,601,258	\$ 19,195,832	\$ 18,740,145	N/A	N/A
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	77.45%	157.42%	168.03%	173.06%	174.91%	162.79%	145.69%	131.88%	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	87.21%	71.82%	72.56%	70.99%	69.46%	70.04%	74.02%	76.52%	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on measurement date, as such covered payroll represented for each fiscal year is the covered payroll from the prior year as identified on the schedule of contributions.

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Schedule of the District's Contributions - CalSTRS

Last Ten Fiscal Years*

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Contractually required contribution	\$ 4,436,097	\$ 3,728,899	\$ 4,112,273	\$ 3,987,590	\$ 3,415,520	\$ 2,874,486	\$ 2,210,515	\$ 1,704,590	N/A	N/A
Contributions in relation to the contractually required contribution	<u>(4,436,097)</u>	<u>(3,728,899)</u>	<u>(4,112,273)</u>	<u>(3,987,590)</u>	<u>(3,415,520)</u>	<u>(2,874,486)</u>	<u>(2,210,515)</u>	<u>(1,704,590)</u>	N/A	N/A
Contribution deficiency (excess)	<u>\$ -</u>	N/A	N/A							
District's covered payroll**	\$ 26,218,067	\$ 23,089,158	\$ 24,048,380	\$ 24,493,796	\$ 23,669,577	\$ 22,849,650	\$ 20,601,258	\$ 19,195,832	N/A	N/A
Contributions as a percentage of covered payroll	16.92%	16.15%	17.10%	16.28%	14.43%	12.58%	10.73%	8.88%	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on the fiscal year.

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS

Last Ten Fiscal Years*

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
District's proportion of the net pension liability (asset)	0.0758%	0.0744%	0.0777%	0.0791%	0.0737%	0.0673%	0.0598%	0.0623%	N/A	N/A
District's proportionate share of the net pension liability (asset)	\$ 15,407,806	\$ 22,822,992	\$ 22,644,792	\$ 21,090,817	\$ 17,598,194	\$ 13,292,253	\$ 8,815,645	\$ 7,067,431	N/A	N/A
District's covered payroll**	\$ 10,879,821	\$ 10,810,451	\$ 10,873,807	\$ 10,546,906	\$ 9,468,052	\$ 8,150,089	\$ 6,650,956	\$ 6,545,787	N/A	N/A
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	141.62%	211.12%	208.25%	199.97%	185.87%	163.09%	132.55%	107.97%	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	80.97%	70.00%	70.05%	70.85%	71.87%	73.90%	79.43%	83.38%	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on measurement date, as such covered payroll represented for each fiscal year is the covered payroll from the prior year as identified on the schedule of contributions.

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Schedule of the District's Contributions - CalPERS

Last Ten Fiscal Years*

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Contractually required contribution	\$ 2,533,413	\$ 2,252,123	\$ 2,131,929	\$ 1,964,027	\$ 1,638,040	\$ 1,314,923	\$ 965,541	\$ 782,884	N/A	N/A
Contributions in relation to the contractually required contribution	<u>(2,533,413)</u>	<u>(2,252,123)</u>	<u>(2,131,929)</u>	<u>(1,964,027)</u>	<u>(1,638,040)</u>	<u>(1,314,923)</u>	<u>(965,541)</u>	<u>(782,884)</u>	N/A	N/A
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	N/A	N/A					
District's covered payroll**	\$ 11,058,110	\$ 10,879,821	\$ 10,810,451	\$ 10,873,807	\$ 10,546,906	\$ 9,468,052	\$ 8,150,089	\$ 6,650,956	N/A	N/A
Contributions as a percentage of covered payroll	22.910%	20.700%	19.721%	18.062%	15.531%	13.888%	11.847%	11.771%	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

**Covered payroll on this schedule is based on the fiscal year.

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Schedule of Changes in the District's Total OPEB liability and Related Ratios – SYSD Retiree Health Benefit Plan Last Ten Fiscal Years*

	Fiscal Year									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total OPEB liability:										
Service cost	\$ 883,281	\$ 801,272	\$ 691,833	\$ 684,496	\$ 661,989	N/A	N/A	N/A	N/A	N/A
Interest	499,623	554,220	544,221	507,697	482,353	N/A	N/A	N/A	N/A	N/A
Changes of benefit terms	-	-	-	-	-	N/A	N/A	N/A	N/A	N/A
Experience differences	(563,549)	(431,806)	570,501	-	-	N/A	N/A	N/A	N/A	N/A
Changes of assumptions	155,411	704,854	590,377	(131,692)	-	N/A	N/A	N/A	N/A	N/A
Other	-	-	-	-	-	N/A	N/A	N/A	N/A	N/A
Benefit payments	(588,470)	(455,913)	(470,127)	(431,726)	(411,168)	N/A	N/A	N/A	N/A	N/A
Net change in total OPEB liability	386,296	1,172,627	1,926,805	628,775	733,174	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - beginning	18,191,841	17,019,214	15,092,409	14,463,634	13,730,460	N/A	N/A	N/A	N/A	N/A
Total OPEB liability - ending	<u>\$ 18,578,137</u>	<u>\$ 18,191,841</u>	<u>\$ 17,019,214</u>	<u>\$ 15,092,409</u>	<u>\$ 14,463,634</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Covered payroll	35,066,824	33,919,198	32,931,260	\$ 30,005,000	\$ 30,005,000	N/A	N/A	N/A	N/A	N/A
Total OPEB liability as a percentage of covered payroll	52.98%	53.63%	51.68%	50.30%	48.20%	N/A	N/A	N/A	N/A	N/A

*This is a 10-year schedule. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule in future fiscal years until 10 years of information is available.

See Accompanying Notes to Required Supplementary Information

San Ysidro School District

Notes to Required Supplementary Information
For the Year Ended June 30, 2022

Excess of Expenditures Over Appropriations

As of June 30, 2022, the District’s expenditures which exceeded appropriations in the following categories:

<u>Appropriations Category</u>	<u>Excess Expenditures</u>	<u>Reason for Excess Expenditures</u>
General Fund:		
Other Outgo	\$ 54,718	The District did not budget for transfers to county offices of education.
Indirect Costs	12,645	The District underestimated transfers due to indirect costs.
Debt Service	47,463	The District did not budget for leases recorded with GASB 87 as debt principal and interest.

Amounts in excess of appropriations were not considered a violation of any laws, regulations, contracts or grant agreements and did not have a direct or material effect on the financial statements.

San Ysidro School District

Notes to Required Supplementary Information, Continued

For the Year Ended June 30, 2022

Schedule of District's Proportionate Share – CalSTRS

1. Benefit Changes: There were no changes to benefits during the periods being reported.
2. Changes in Assumptions: Assumptions used in determining the total pension liability of the CalSTRS Plan changed due to actuarial experience studies. Changes in assumptions effective in fiscal year 2020-21 (measured as of June 30, 2020) were to termination rates and service retirement rates based on the experience study for the period July 1, 2015, through June 30, 2018. Changes in assumptions effective in fiscal year 2017-18 (measured as of June 30, 2017) were to price inflation, wage growth, discount rate and mortality tables based on the experience study for the period July 1, 2010, through June 30, 2015.

Schedule of District's Contributions – CalSTRS

The total pension liability for California State Teachers' Retirement System (CalSTRS) for measurement date June 30, 2021, was determined with a valuation completed June 30, 2020 (released in May 2021). In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

Reporting Period	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
Measurement Date	06/30/14	06/30/15	06/30/16	06/30/17
Valuation Date	06/30/13	06/30/14	06/30/15	06/30/16
Experience Study	07/01/06 - 06/30/10	07/01/06 - 06/30/10	07/01/06 - 06/30/10	07/01/06 - 06/30/15
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return ⁽¹⁾	7.60%	7.60%	7.60%	7.10%
Consumer Price Inflation	3.00%	3.00%	3.00%	2.75%
Wage Growth (Average)	3.75%	3.75%	3.75%	3.50%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple

Reporting Period	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022
Measurement Date	06/30/18	06/30/19	06/30/20	06/30/21
Valuation Date	06/30/17	06/30/18	06/30/19	06/30/20
Experience Study	07/01/06 - 06/30/15	07/01/06 - 06/30/15	07/01/15 - 06/30/18	07/01/15 - 06/30/18
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return ⁽¹⁾	7.10%	7.10%	7.10%	7.10%
Consumer Price Inflation	2.75%	2.75%	2.75%	2.75%
Wage Growth (Average)	3.50%	3.50%	3.50%	3.50%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple

(1) – Net of investment expenses but gross of administrative expenses.

CalSTRS uses a generational mortality assumption, which involves the use of base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among CalSTRS members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table issued by the Society of Actuaries.

Additional information can be obtained by reviewing the CalSTRS Actuarial Experience Study on the CalSTRS website.

San Ysidro School District

Notes to Required Supplementary Information, Continued

For the Year Ended June 30, 2022

Schedule of District's Proportionate Share – CalPERS

1. Benefit Changes: There were no changes to benefits during the periods being reported.
2. Changes in Assumptions. On December 21, 2016, the CalPERS Board lowered the discount rate for funding purposes from 7.50% to 7.00% using a three-year phase-in beginning with the June 30, 2016, actuarial valuations and the June 30, 2017 valuations for the School Pool. The final scheduled decrease from 7.25% to 7.00% for the school pool valuation occurred in the June 30, 2019, valuation. The CalPERS Board adopted new actuarial assumptions based on the recommendations in the December 2017 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for the Plan. These new assumptions are incorporated into the June 30, 2018, actuarial valuations.

Schedule of District's Contributions – CalPERS

The total pension liability for California Public Employees Retirement System – School Pool (CalPERS) for measurement date June 30, 2021, was determined with a valuation completed June 30, 2020. In determining the total pension liability, the financial reporting actuarial valuation used the following actuarial methods and assumptions:

<u>Reporting Period</u>	<u>June 30, 2015</u>	<u>June 30, 2016</u>	<u>June 30, 2017</u>	<u>June 30, 2018</u>
Measurement Date	06/30/14	06/30/15	06/30/16	06/30/17
Valuation Date	06/30/13	06/30/14	06/30/15	06/30/16
Experience Study	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11	07/01/97 - 06/30/11
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.50%	7.65%	7.65%	7.15%
Consumer Price Inflation	2.75%	2.75%	2.75%	2.75%
Wage Growth (Average)	3.00%	3.00%	3.00%	3.00%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple
<u>Reporting Period</u>	<u>June 30, 2019</u>	<u>June 30, 2020</u>	<u>June 30, 2021</u>	<u>June 30, 2022</u>
Measurement Date	06/30/18	06/30/19	06/30/20	06/30/21
Valuation Date	06/30/17	06/30/18	06/30/19	06/30/20
Experience Study	07/01/97 - 06/30/15	07/01/97 - 06/30/15	07/01/97 - 06/30/15	07/01/97 - 06/30/15
Actuarial Cost Method	Entry Age Normal	Entry Age Normal	Entry Age Normal	Entry Age Normal
Investment Rate of Return	7.15%	7.15%	7.15%	7.15%
Consumer Price Inflation	2.50%	2.50%	2.50%	2.50%
Wage Growth (Average)	3.00%	3.00%	2.75%	2.75%
Post-retirement Benefit Increases	2.00% Simple	2.00% Simple	2.00% Simple	2.00% Simple

The mortality table used was developed based on CalPERS specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table please refer to the December 2017 experience study report (based on demographic data from 1997 to 2015) available on the CalPERS website.

San Ysidro School District

Notes to Required Supplementary Information, Continued

For the Year Ended June 30, 2022

Schedule of Changes in the District's Total OPEB liability and Related Ratios

- 1) Benefit Changes: In 2020 the District made changes to benefit terms consistent with bargaining agreements. There have been no additional changes to benefits in periods being reported.
- 2) Changes in Assumptions: Discount rate is updated annually.
- 3) No assets are accumulated in a trust that meets the criteria in GASB Statement No 75 Paragraph 4.
- 4) The following are the discount rates used for each period:

<u>Year</u>	<u>Discount Rate</u>
2018	3.50%
2019	3.15%
2020	2.20%
2021	2.66%
2022	2.19%

Combining Statements as Supplementary Information

San Ysidro School District

Combining Balance Sheet – Nonmajor Governmental Funds

June 30, 2022

	Special Revenue Funds			Capital Projects Funds			Total Nonmajor Governmental Funds
	Associated Student Body Fund	Child Development Fund	Cafeteria Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve For Capital Outlay	
Assets							
Cash and Investments	\$ 40,809	\$ 748,659	\$ 944,457	\$ 4,556,450	\$ 6,093,861	\$ 89,779	\$ 12,474,015
Accounts Receivable	-	297,273	726,788	9,160	7,131	7,177	1,047,529
Due from Other Funds	-	14,491	42,132	-	-	-	56,623
Stores Inventories	-	-	68,261	-	-	-	68,261
Total Assets	\$ 40,809	\$ 1,060,423	\$ 1,781,638	\$ 4,565,610	\$ 6,100,992	\$ 96,956	\$ 13,646,428
Liabilities and Fund Balance:							
Liabilities:							
Accounts Payable	-	6,359	30,384	-	-	-	36,743
Due to Other Funds	-	335,262	918,583	66,597	-	-	1,320,442
Unearned Revenue	-	313,812	11,596	-	-	-	325,408
Total Liabilities	-	655,433	960,563	66,597	-	-	1,682,593
Fund Balance:							
Nonspendable	-	-	68,261	-	-	-	68,261
Restricted	40,809	404,990	752,814	4,499,013	6,100,992	96,956	11,895,574
Total Fund Balance	40,809	404,990	821,075	4,499,013	6,100,992	96,956	11,963,835
Total Liabilities and Fund Balances	\$ 40,809	\$ 1,060,423	\$ 1,781,638	\$ 4,565,610	\$ 6,100,992	\$ 96,956	\$ 13,646,428

San Ysidro School District

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds June 30, 2022

	Special Revenue Funds			Capital Projects Funds			Total Nonmajor Governmental Funds
	Associated Student Body Fund	Child Development Fund	Cafeteria Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve For Capital Outlay	
Revenues							
Federal Revenue	\$ -	\$ 440,713	\$ 2,764,377	\$ -	\$ -	\$ -	\$ 3,205,090
Other State Revenue	-	1,148,583	156,571	-	6,246,238	-	7,551,392
Interest Income	-	5,142	7,024	27,726	9,137	14,747	63,776
FMV Adjustment	-	(21,648)	(27,152)	(125,237)	(154,383)	(2,274)	(330,694)
Other Local Revenue	70,173	81,890	21,624	766,230	-	2,004	941,921
Total Revenues	<u>\$ 70,173</u>	<u>\$ 1,654,680</u>	<u>\$ 2,922,444</u>	<u>\$ 668,719</u>	<u>\$ 6,100,992</u>	<u>\$ 14,477</u>	<u>\$ 11,431,485</u>
Expenditures							
Current Expenditures:							
Instruction	-	1,024,205	-	-	-	-	1,024,205
Instruction - Related Services	-	284,566	-	-	-	-	284,566
Pupil Services	-	93,797	2,406,192	-	-	-	2,499,989
Ancillary Services	84,908	-	-	-	-	-	84,908
General Administration	-	62,430	82,766	-	-	-	145,196
Plant Services	-	93,299	2,488	-	-	-	95,787
Total Expenditures	<u>84,908</u>	<u>1,558,297</u>	<u>2,491,446</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,134,651</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(14,735)</u>	<u>96,383</u>	<u>430,998</u>	<u>668,719</u>	<u>6,100,992</u>	<u>14,477</u>	<u>7,296,834</u>
Other Financing Sources (Uses):							
Transfers Out	-	-	-	(20,062)	-	-	(20,062)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(20,062)</u>	<u>-</u>	<u>-</u>	<u>(20,062)</u>
Net Change in Fund Balance	(14,735)	96,383	430,998	648,657	6,100,992	14,477	7,276,772
Fund Balance, Beginning of Year	55,544	308,607	390,077	3,850,356	-	82,479	4,687,063
Fund Balance, End of Year	<u>\$ 40,809</u>	<u>\$ 404,990</u>	<u>\$ 821,075</u>	<u>\$ 4,499,013</u>	<u>\$ 6,100,992</u>	<u>\$ 96,956</u>	<u>\$ 11,963,835</u>

Other Supplementary Information

San Ysidro School District

Local Education Agency Organization Structure

June 30, 2022

The San Ysidro School District was established in 1887. The District boundaries include the City of San Ysidro and portions of the unincorporated area of San Diego County. There were no changes to the District’s boundaries during the current fiscal year. The District operates one preschool, five elementary schools, and two middle schools.

GOVERNING BOARD

Name	Office	Term and Term Expiration
Rodolfo Lopez	President	Four Year Term Expires December 2022
Rosaleah Pallasigue	Vice President	Four Year Term Expires December 2024
Irene Lopez	Clerk	Four Year Term Expires December 2022
Antonio Martinez	Member	Four Year Term Expires December 2024
Vacant	N/A	N/A

ADMINISTRATION

Gina A. Potter, Ed.D
Superintendent

David Farkas, Ed.D
Assistant Superintendent

Marilyn Adrianzen
Chief Business Official

Cynthia Gonzalez
Executive Director
Educational Services

Linda Olea
Executive Director
Human Resources

San Ysidro School District

Schedule of Average Daily Attendance Year Ended June 30, 2022

	Second Period Report		Annual Report	
	Original		Original	
	D07755E6	Revised	AF2EC9A8	Revised
TK/K-3				
Regular ADA	1,645.85	1,569.91	1,654.14	1,572.03
Extended Year Special Education	0.69	0.69	0.69	0.69
Total TK/K-3	<u>1,646.54</u>	<u>1,570.60</u>	<u>1,654.83</u>	<u>1,572.72</u>
Grades 4-6				
Regular ADA	1,341.28	1,239.82	1,350.25	1,250.58
Extended Year Special Education	0.69	0.69	0.69	0.69
Special Education - NPS	1.75	1.75	1.97	1.97
Total Grades 4-6	<u>1,343.72</u>	<u>1,242.26</u>	<u>1,352.91</u>	<u>1,253.24</u>
Grades 7-8				
Regular ADA	848.86	810.81	845.67	800.26
Extended Year Special Education	0.09	0.09	0.09	0.09
Special Education - NPS	2.63	2.63	2.62	2.62
Extended Year Special Education - NPS	2.19	2.19	2.19	2.19
Total Grades 7-8	<u>853.77</u>	<u>815.72</u>	<u>850.57</u>	<u>805.16</u>
Total ADA	<u>3,844.03</u>	<u>3,628.58</u>	<u>3,858.31</u>	<u>3,631.12</u>

Average daily attendance is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to school districts and charter schools. This schedule provides information regarding the attendance of students by grade span and adjustments to the attendance as a result of an audit finding when applicable.

San Ysidro School District

Schedule of Instructional Time

Year Ended June 30, 2022

Grade Level	Annual Minutes Requirement	Actual Minutes Offered	J-13A Minutes	Total Minutes	Number of Actual Days Offered (Traditional)	J-13A Days	Total Instructional Days	Status
Transitional Kindergarten	36,000	39,225	0	39,225	180	0	180	Complied
Kindergarten	36,000	50,835	0	50,835	180	0	180	Complied
1st Grade	50,400	54,810	0	54,810	180	0	180	Complied
2nd Grade	50,400	54,810	0	54,810	180	0	180	Complied
3rd Grade	50,400	54,810	0	54,810	180	0	180	Complied
4th Grade	54,000	54,810	0	54,810	180	0	180	Complied
5th Grade	54,000	54,810	0	54,810	180	0	180	Complied
6th Grade	54,000	54,810	0	54,810	180	0	180	Complied
7th Grade	54,000	55,326	0	55,326	180	0	180	Complied
8th Grade	54,000	55,326	0	55,326	180	0	180	Complied

This schedule provides the information necessary to determine if the District has complied with Article 8 (commencing with Section 46200) of Chapter 2 of Part 26 of the Education Code. The requirements are as follows:

1) EC §46207: As a condition of apportionment the following annual instructional minutes must be offered:

- To pupils in Kindergarten 36,000 minutes
- To pupils in grades 1 to 3 50,400 minutes
- To pupils in grades 4 to 8 54,000 minutes
- To pupils in grades 9 to 12 64,800 minutes

2) EC §46208: As a condition of apportionment 180 school days must be offered for traditional calendars. In order to qualify as a school day the following minimum daily minutes must be met:

- EC §46112: Grades 1 to 3 230 minutes
- EC §46113: Grades 4 to 8 240 minutes
- EC §46114: Kindergarten 180 minutes
- EC §46141: Grades 9 to 12 240 minutes

San Ysidro School District

Schedule of Financial Trends and Analysis Year Ended June 30, 2022

General Fund	Budget 2023 (See Note 1)	2022	2021	2020
Revenues and Other Financing Sources	\$ 71,622,662	\$ 73,002,790	\$ 68,243,421	\$ 62,408,312
Expenditures and Other Financing Uses	71,780,512	68,609,062	58,886,540	61,549,855
Net Change in Fund Balance	(157,850)	4,393,728	9,356,881	858,457
Ending Fund Balance	<u>\$ 17,081,267</u>	<u>\$ 17,239,117</u>	<u>\$ 12,845,389</u>	<u>\$ 3,488,508</u>
Available Reserves (See Note 2)	<u>\$ 2,153,416</u>	<u>\$ 2,063,544</u>	<u>\$ 2,284,683</u>	<u>\$ 2,735,528</u>
Available Reserves as a Percentage of Total Outgo	<u>3.00%</u>	<u>3.01%</u>	<u>3.88%</u>	<u>4.44%</u>
Long Term Debt (See Note 3)	<u>\$ 246,954,293</u>	<u>\$ 252,989,234</u>	<u>\$ 257,177,567</u>	<u>\$ 225,776,817</u>
Average Daily Attendance at P2	<u>3,916</u>	<u>3,629</u>	<u>N/A</u>	<u>4,203</u>

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

The general fund balance has increased by \$13,750,609 (394%) over the past two years. The fiscal year 2022-23 budget projects a decrease of \$157,850 (1%). For a district of this size, the State recommends available reserves of 3% of total general fund expenditures and other financing uses (total outgo).

Total long-term debt has increased by \$27,212,417 over the past two years.

ADA has decreased by 574 as compared to 2019-20. As a result of the COVID-19 pandemic there was no attendance reporting for the 2020-21 fiscal year. Each LEA was funded based on the 2019-20 average daily attendance (ADA) reported.

Notes:

1. Budget 2023 is included for analytical purposes only and has not been subjected to audit.
2. Available reserves consist of all unassigned fund balances contained within the general fund.
3. Long-term debt consists of general obligation bonds, QZAB bonds, certificates of participation, principal apportionment payable, and leases payable.

San Ysidro School District

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements Year Ended June 30, 2022

All balances as reported in the Annual Financial and Budget Report are in agreement with the Audited Financial Statements.

This schedule provides the information necessary to reconcile the fund balances of all funds as reported on the SACS Annual Financial and Budget Report with the audited financial statements. Funds that required no adjustment are not presented.

San Ysidro School District

Schedule of Charter Schools

Year Ended June 30, 2022

The San Ysidro School District did not sponsor any charter schools as of June 30, 2022.

This schedule is provided to list all charter schools chartered by the District and displays information for each charter school on whether or not the charter school is included in the District audit.

San Ysidro School District

Schedule of Expenditures of Federal Awards Year Ended June 30, 2022

Federal Grantor/Pass Through Grantor/ Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Subrecipient Expenditures	Total Federal Expenditures
CHILD NUTRITION CLUSTER:				
<u>U.S. Department of Agriculture</u>				
Passed through California Department of Education				
School Breakfast Program	10.553	13525	\$ -	\$ 357,138
National School Lunch Program	10.555	13396	-	2,010,151
National School Lunch Program - Noncash Commodities	10.555	13396	-	140,367
Total Child Nutrition Cluster			-	2,507,656
SPECIAL EDUCATION (IDEA) CLUSTER:				
<u>U.S. Department of Education</u>				
Passed through California Department of Education				
IDEA Basic Local Assistance	84.027	13379	-	862,899
IDEA Local Assistance, Private Schools	84.027	10115	-	5,588
IDEA Preschool Grants	84.173	13430	-	58,697
IDEA Preschool Staff Dev.	84.173	13431	-	969
Total Special Education (IDEA) Cluster			-	928,153
OTHER PROGRAMS:				
<u>U.S. Department of Health and Human Services</u>				
Passed through California Department of Education				
ARP California State Preschool One-time Stipend	93.575	15640	-	3,216
Head Start Program	93.600	10016	-	341,115
<u>U.S. Department of Education</u>				
Passed through California Department of Education				
Title I	84.010	14329	-	1,149,539
ESSA School Improvement Funding for LEAs	84.010	15438	-	357,756
MCKINNEY - Vento Homeless Assist Act/FF	84.196	14332	-	56,717
21st Century - ASSETS	84.287	14535	-	140,034
Title III English Learner Student Program	84.365	14346	-	213,108
Title II Supporting Effective Instruction	84.367	14341	-	201,093
Title IV Student Support & Academic Enrichment	84.424	15396	-	117,588
American Rescue Plan - Homeless Children and Youth	84.425	15564	-	28,034
ESSER II	84.425D	15547	-	3,291,124
ESSER III	84.425D	15559	-	3,162,844
Total Other Programs			-	9,062,168
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ -	\$ 12,497,977

See accompanying notes to schedule of expenditures of federal awards.

San Ysidro School District

Notes to the Schedule of Expenditures of Federal Awards
 Year Ended June 30, 2022

Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the District and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with requirements of 2 CFR §200.502 *Basis for Determining Federal Awards Expended* and 2CFR §200.510(b) *Schedule of Expenditures of Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

Summary of Significant Accounting Policies

The expenditures reported on the schedule are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Indirect Cost Rate

Indirect costs were calculated in accordance with 2 CFR §200.412 *Direct and Indirect Costs*. The District used an indirect cost rate of 5.86% based on the rate approved by the California Department of Education for each program which did not have a pre-defined allowable indirect cost rate. The District did not elect to use the 10% de minimis cost rate as covered in 2 CFR §200.414 *Indirect Costs*. The following programs utilized a lower indirect cost rate based on program restrictions or other factors determined by the District:

<u>Program</u>	<u>CFDA #</u>	<u>Indirect Cost Rate</u>
Title 1	84.010	1.43%
ESSER III	84.425D	5.51%
21st Century - ASSETS	84.287	3.54%
Child Nutrition Cluster	10.553, 10.555	5.48%

Schoolwide Program

The District operates “schoolwide programs” at all school sites. Using federal funding, schoolwide programs are designed to upgrade an entire educational program within a school for all students, rather than limiting services to certain targeted students. The following federal program amounts were expended by the District in it’s schoolwide programs:

<u>Program</u>	<u>CFDA #</u>	<u>Amount Expended</u>
Title I	84.010	\$ 1,149,539

Chula Vista Elementary School District

Notes to the Schedule of Expenditures of Federal Awards, Continued

Year Ended June 30, 2022

Personal Protective Equipment (PPE) (Unaudited)

As a result of the COVID-19 Pandemic the District received personal protective equipment (PPE) valued at \$85,000 from the federal government.

Reconciliation of Revenues

The District is permitted to bill for Medi-Cal administrative activities and services provided as a Provider Type 55 (LEA Provider) which under the provisions of 2CFR §200.330 distinguishes the District as a contractor rather than a subrecipient of the federal funds. As such, the program has not been included in the schedule of expenditures of federal awards.

As a result of one time funding intended to be expended over multiple years, the District had programs which received revenue that was not expended in it's entirety during the fiscal year ended June 30, 2022.

The following schedule provides a reconciliation between revenues reported on the Statement of Revenues, Expenditures and Change in Fund Balance and the related expenditures reported on the Schedule of Expenditures of Federal Awards:

Total Federal Revenues on Statement of Revenues, Expenditures and Changes in Fund Balance	\$ 13,011,650
Less: Unexpended Child Nutrition Revenue	(253,656)
Less: Amounts representing Medi-Cal	(160,570)
Less: Unexpended Child Care and Development Revenue	(96,384)
Less: Unexpended Pandemic EBT Grant	<u>(3,063)</u>
Total Federal Expenditures on Schedule of Expenditures of Federal Awards	<u>\$ 12,497,977</u>

Other Independent Auditors' Reports

Independent Auditor's Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Education
San Ysidro School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the San Ysidro School District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 14, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* because it is a noncompliance matter that is material to the financial statements. The matter is reported in the schedule of findings and questioned costs as item 2022-001

San Ysidro School District's Response to the Finding

San Ysidro School District's response to the finding identified in our audit is described in the accompanying corrective action plan. San Ysidro School District's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Wilkinson Hadley King & Co LLP

El Cajon, California
April 14, 2023

Independent Auditor's Report on Compliance for Each Major Federal Program and on
Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Education
San Ysidro School District

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the San Ysidro School District's (the District) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2022. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *US Code of Federal Regulations Part 200, Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Wilkinson-Hadley King & Co LLP

El Cajon, California
April 14, 2023

Independent Auditor's Report on State Compliance and on
Internal Control over State Compliance

To the Board of Education
San Ysidro School District

Report on Compliance for Applicable State Programs

Opinion on Each Applicable State Program

We have audited the San Ysidro School District's (the District) compliance with the requirements specified in the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810 identified below for the year ended June 30, 2022.

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above on each of its applicable state programs for the year ended June 30, 2022.

Basis for Opinion on Each Applicable State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810 (the Audit Guide). Our responsibilities under those standards and the Audit Guide are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each applicable state program. Our audit does not provide a legal determination of the District's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the District's state programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the District's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide will always detect material noncompliance when it exists.

The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District’s compliance with the requirements of each applicable state program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the District’s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the District’s internal control over state compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control over compliance. Accordingly, no such opinion is expressed.
- Select and test transactions and records to determine the District’s compliance with the state laws and regulations applicable to the following programs:

<u>Local Education Agencies Other than Charter Schools</u>	<u>Procedures Performed</u>
A. Attendance.....	Yes
B. Teacher Certification and Misassignments.....	Yes
C. Kindergarten Continuance.....	Yes
D. Independent Study.....	Yes
E. Continuation Education.....	N/A
F. Instructional Time.....	Yes
G. Instructional Materials.....	Yes
H. Ratio of Administrative Employees to Teachers.....	Yes
I. Classroom Teacher Salaries.....	Yes
J. Early Retirement Incentive.....	N/A
K. Gann Limit Calculation.....	Yes
L. School Accountability Report Card.....	Yes
M. Juvenile Court Schools.....	N/A
N. Middle or Early College High Schools.....	N/A
O. K-3 Grade Span Adjustment.....	Yes
P. Transportation Maintenance of Effort.....	Yes
Q. Apprenticeship: Related and Supplemental Instruction.....	N/A
R. Comprehensive School Safety Plan.....	Yes
S. District of Choice.....	N/A

School Districts, County Offices of Education, and Charter Schools		Procedures Performed
T.	California Clean Energy Jobs Act.....	N/A
U.	After/Before School Education and Safety Program.....	Yes
V.	Proper Expenditure of Education Protection Account Funds.....	Yes
W.	Unduplicated Local Control Funding Formula Pupil Counts.....	Yes
X.	Local Control and Accountability Plan.....	Yes
Y.	Independent Study - Course Based.....	N/A
Z.	Immunizations.....	No
AZ.	Educator Effectiveness.....	Yes
BZ.	Expanded Learning Opportunities Grant (ELO-G).....	Yes
CZ.	Career Technical Education Incentive Grant.....	N/A
DZ.	In Person Instruction Grant.....	Yes

N/A – The School District did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

We did not perform procedures for Immunizations because the school sites for the District did not appear on the California Department of Public Health list of LEAs that are subject to the audit of immunizations.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Audit Guide and which is described in the accompanying schedule of findings and questioned costs as item 2022-001. Our opinion on each applicable state program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the District’s response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The District’s response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over State Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor’s Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over state compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over state compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810. Accordingly, this report is not suitable for any other purpose.

Wilkinson Hadley King & Co LLP

El Cajon, California
April 14, 2023

Auditor's Results, Findings & Recommendations

San Ysidro School District

Schedule of Auditor’s Results

Year Ended June 30, 2022

FINANCIAL STATEMENTS

Type of auditor's report issued:	<u>Unmodified</u>	
Internal control over financial reporting:		
One or more material weakness(es) identified?	<u> </u> Yes	<u> X </u> No
One or more significant deficiencies identified that are not considered material weakness(es)?	<u> </u> Yes	<u> X </u> No
Noncompliance material to financial statements noted?	<u> X </u> Yes	<u> </u> No

FEDERAL AWARDS

Internal control over major programs:		
One or more material weakness(es) identified?	<u> </u> Yes	<u> X </u> No
One or more significant deficiencies identified that are not considered material weakness(es)?	<u> </u> Yes	<u> X </u> No
Type of auditor's report issued on compliance for major programs:	<u>Unmodified</u>	
Compliance supplement utilized for single audit	<u>July 2022</u>	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR §200.516(a)?	<u> </u> Yes	<u> X </u> No

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
10.553, 10.555	Child Nutrition Cluster
84.367	Title II Supporting Effective Instruction
84.425	American Rescue Plan - Homeless Children and Youth
84.425D	ESSER II
84.425D	ESSER III

Dollar threshold used to distinguish between Type A and Type B programs	<u>\$750,000</u>	
Auditee qualified as low-risk auditee?	<u> X </u> Yes	<u> </u> No

San Ysidro School District
Schedule of Auditor's Results, Continued
Year Ended June 30, 2022

STATE AWARDS

Type of auditor's report issued on compliance for state programs: Unmodified

Internal control over applicable state programs:

One or more material weakness(es) identified? Yes X No

One or more significant deficiencies identified that are
not considered material weakness(es)? Yes X No

Any audit findings disclosed that are required to be reported
in accordance with *2021-22 Guide for Annual Audits
of California K-12 Local Education Agencies?* X Yes No

San Ysidro School District

Schedule of Findings and Questioned Costs

Year Ended June 30, 2022

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*, Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), or the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Finding codes as identified in the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* are as follows:

Five Digit Code	AB 3627 Finding Type
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

A. Financial Statement Findings

None

B. Federal Awards

None

C. State Award Findings

Finding Number: 2022-001
 Repeat Finding: No
 Program Name: Independent Study
 Questioned Costs: See Potential Fiscal Impact
 Type of Finding: Internal Control & Compliance – Independent Study (10000)

Criteria or Specific Requirement

California Education Code §51747(g) establishes a requirement that a current written agreement for each independent study pupil be maintained on file, and that it include specific required elements. The written agreement is a condition of apportionment for independent study ADA claimed.

San Ysidro School District

Schedule of Findings and Questioned Costs, Continued

Year Ended June 30, 2022

Condition

In our review of independent study we identified the following:

A. Independent study agreements were missing the following required elements:

1. The manner, time, frequency, and place for submitting a pupil's assignments and for reporting his or her progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
2. The objectives and methods of study for the pupil's work.
3. The methods used to evaluate the pupil's work.
4. The specific resources, including materials and personnel, to be made available to the pupils including access to the connectivity and devices adequate to participate in the educational program and complete assigned work.
5. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code §51747.
6. A statement of the number of course credits or, for elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the individualized education program or plan pursuant to Education Code §504 of the Federal Rehabilitation Act of 1973 (29 USC Sec 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
8. Signatures, affixed no later than 30 days after the first day of independent study instruction or October 15, whichever date comes later, by the pupil's parent, legal guardian, or caregiver as defined by Family Code §6550, if the pupil is less than 18 years old.

B. We noted that the District was unable to provide independent study agreements for 9 students tested.

Cause

Independent study was a new program for the District for the 2021-22 fiscal year. Additionally, the laws were new and enacted with a rapid turnaround. In the process of establishing the program to meet the needs of students within the District, the master agreements created did not include all of the required elements. In addition, the District did not have a system in place to ensure all contracts were obtained and maintained in the student file.

Effect

The District is out of compliance with some parts of Education Code §51747 which results in an ADA overstatement of 215.45 at P2 and 227.19 at Annual.

San Ysidro School District

Schedule of Findings and Questioned Costs, Continued

Year Ended June 30, 2022

Context

Subsequent to the year, the legislature established the 2021-22 ADA Protection trailer bill clarifying ADA protection requirements. Under the trailer bill the District qualifies for protection from ADA reductions if the District can certify that they (1) offered independent study to all students for the 2021-22 school year and notified parents of that option by November 1, 2021; and (2) adopted written policies by November 1, 2021 for independent study and have verifiable documentation that they offered live interaction and synchronous instruction, or have pupil work product that is equivalent to in person instruction.

Fiscal Impact

Should the state, after review of the facts and circumstances in the finding, determine that they will disallow ADA from independent study as a result of this finding, the fiscal impact is considered apportionment significant to the District. Potential fiscal impact is calculated as follows:

<u>Grade Span</u>	<u>ADA Questioned P2</u>	<u>LCFF Derived Value of ADA</u>	<u>Potential Fiscal Impact</u>	<u>ADA Questioned Annual</u>
Grades TK/K-3	75.94	\$ 12,155.26	\$ 923,070.44	82.11
Grades 4-6	101.46	11,175.77	1,133,893.62	99.67
Grades 7-8	<u>38.05</u>	11,506.35	<u>437,816.62</u>	<u>45.41</u>
Total Fiscal Impact	<u>215.45</u>		<u>\$ 2,494,780.68</u>	<u>227.19</u>

Recommendation

We recommend that the District review and update independent study master agreements to include all required elements. In addition, we recommend the District provide training to all employees completing documentation for independent study to ensure that they are keeping all required agreements in the student files as well as filling out all agreements completely.

Views of Responsible Officials

See Corrective Action Plan



GOVERNING BOARD

Rosaleah Pallasigue, President
Irene Lopez, Vice-President

Zenaida Rosario, Clerk
Rodolfo Lopez, Member
Antonio Martinez, Member

Quality education and opportunity for all students to succeed

Marilyn Adrianzen
Chief Business Official

April 14, 2023

To Whom it May Concern:

The accompanying Corrective Action Plan has been prepared as required by the 2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting published by the Education Audit appeals Panel. The name of the contact person responsible for corrective action, the planned corrective action, and the anticipated completion date for each finding included in the current year's Schedule of Findings and Questioned Costs have been provided.

In addition, we have also prepared the accompanying Summary Schedule of Prior Audit Findings which includes the status of audit findings reported in the prior year's audit.

Sincerely,

Marilyn Adrianzen
Chief Business Official

Enclosure

San Ysidro School District

Corrective Action Plan
Year Ended June 30, 2022

State Compliance Finding

Finding Number: 2022-001
Program Name: Independent Study
Contact Person: Russell Little – Assistant Superintendent of Educational Leadership
Marilyn Adrianzen – Chief Business Official
Anticipated Completion Date: June 30, 2023

Planned Corrective Action: For 2021-22, the San Ysidro School District updated independent study master agreements to include all required elements. Unfortunately, the revised version of the independent study master agreement was not used at some school sites.

The District will provide training to all employees completing documentation for independent studies to ensure that they are using the revised independent study master agreement and keeping all required agreements in the student file as well as filling out all agreements completely.

San Ysidro School District
 Schedule of Prior Year Audit Findings
 Year Ended June 30, 2022

Finding/Recommendation	Status	Explanation if Not Implemented
<p>Finding 2021-001 Payroll</p> <p><u>Condition</u> In our review of the payroll documentation we noted that, of the 62 Form I-9’s reviewed, 26 were not signed by the employee.</p> <p><u>Recommendation</u> We recommend that the District adopt a policy of requiring that all employees sign Form I-9 when they are hired. The District should review employee files and obtain signatures of Form I-9 for all employees whose I-9 is not currently signed.</p>	Implemented	
<p>Finding 2021-002 Debt Payment Reconciliations</p> <p><u>Condition</u> The District incorrectly recorded payments to a reserve account as debt payments which required an audit adjustment to correct.</p> <p><u>Recommendation</u> We recommend that the District take the following steps to remedy the weaknesses in internal control:</p> <p>Formally adopt the most recent California School Accounting Manual as the official accounting manual for the District.</p> <p>Establish a review and reconciliation process over the debt accounts and reconcile to what is recorded in the financial statements. Determine if adjustments need to be posted to the financial statements.</p>	Implemented	

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: ANNUAL RESOLUTIONS FOR FISCAL YEAR 2023-2024

BACKGROUND INFORMATION:

Pursuant to various sections of the Education Code, it is necessary that the Governing Board pass a series of resolutions prior to the beginning of each fiscal year in order to maintain a current register of persons authorized to act on behalf of the school district. The resolutions below give the Superintendent and/or designees the signing authority necessary to carry out District business for fiscal year 2023-24 effective July 1, 2023 to June 30, 2024:

Resolution No.	Description
23/24-0001	To receive mail and pick up warrants at the San Diego County Office of Education
23/24-0002	To sign payment orders
23/24-0003	To sign school orders (commercial warrants)
23/24-0004	To issue the replacement of warrants
23/24-0005	To sign bank account checks and school orders
23/24-0006	Delegation of Authority
23/24-0007	Designating authorized agents to the Protected Insurance Program (P.I.P.s) JPA
23/24-0008	Designating authorized agents to the Southern California Regional Liability Excess Fund (ReLiEF) JPA
23/24-0009	Designating authorized representatives and signatories with the State Allocation Board, Office of Public School Construction (OPSC)
23/24-0010	Establish interfund borrowing of Special or restricted fund moneys

RECOMMENDATION:

Approve Resolutions Nos. 23/24-0001 through 23/24-0010 designating authorized agents to carry out District business for fiscal year 2023-2024.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION 23/24-0004

AUTHORIZING AGENTS TO ISSUE THE REPLACEMENT OF WARRANTS

On a motion of Member _____, seconded by Member _____
the following Resolution is adopted effective July 1, 2023 through June 30, 2024:

WHEREAS, during the course of business, this School District issues payroll and commercial warrants for the payments of goods and services received by the District; and

WHEREAS, payroll and commercial warrants are lost, stolen, mutilated, or expire upon occasion; and

WHEREAS, a petition for issuance of a new warrant may be presented by the payee pursuant to Government Code section 29802.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the San Ysidro School District of San Diego County, California, that the following persons shall be authorized to reissue new payroll and commercial warrants upon presentation of a properly completed petition for issuance of a new warrant if such new warrant does not exceed the amount of the original warrant.

Manual Signature

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

PASSED AND ADOPTED by said Governing Board on May 30, 2023:

AYES: _____

NOES: _____

ABSENT: _____

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

Clerk of the Governing Board

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 23/24-0005**

**DESIGNATING AUTHORIZED AGENTS TO SIGN BANK ACCOUNT CHECKS AND
SCHOOL ORDERS FOR FISCAL YEAR 2023-24**

ON MOTION of Member _____ seconded by Member _____, the following resolution is adopted effective July 1, 2023 through June 30, 2024.

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

1. Authorized signers on established school district bank accounts shall be as follows:
 - a. **Cash Clearing Account:** established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - b. **Purchase Card Account:** established with an initial balance of \$40,000. for payment of obligations resulting from purchase of low-cost goods and services at the District level.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - c. **District Revolving Cash Fund Account:** was established with an initial balance of \$50,000. Due to the increase in the need for payment obligations resulting from purchases of low-cost goods and services and other payment responsibilities at the District level, **effective July 1, 2023, the Revolving Cash Fund Account will be increased to \$100,000.**
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - d. **Associated Student Body (ASB) Account:** Established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official
 - iii. Manuel Bojorquez, Principal, San Ysidro Middle School
 - iv. Irene Herrera-Cevallos, Principal, Vista Del Mar School
 - e. **Camp Account:** Established for deposit of funds collected for, and payment of obligations incurred for, sending 6th grade students to Camp.
 - i. Gina A. Potter, Ed.D., Superintendent
 - ii. Marilyn Adrianzen, Chief Business Official

THIS SPACE INTENTIONALLY LEFT BLANK

SAN YSIDRO SCHOOL DISTRICT

Resolution No. 23/24-0006 Delegation of Authority

Effective July 1, 2023 to June 30, 2024

WHEREAS, Education Code Section 17604 provides that wherever in the code the power to contract is invested in the governing board of the school district or any member thereof, such power may by a majority vote of the board be delegated to its district superintendent, or to such persons as the superintendent may designate; and

WHEREAS, Education Code Section 17604 further provides that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, said approval or ratification to be evidenced by a motion of said board duly passed and adopted;

WHEREAS, any delegation of authority by the Board under section 17604 and section 17605 may establish limits on the dollar value and designate appropriate staff who are authorized to exercise such authority; and

WHEREAS, the Board desires to delegate such contract and signing authority to the District Superintendent and the Chief Business Official for contracts of less than \$30,000, respectively; and

WHEREAS, in accordance with Education Code section 17605, this delegation of authority shall also be limited to the statutory threshold set forth in Public Contract Code section 20111, of \$15,000, for the award of any contract for public project, as defined in Public Contract Code section 22002(c), pursuant to this delegation of authority.

WHEREAS, the Board desires to authorize the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

NOW, THEREFORE BE IT RESOLVED AND DETERMINED that pursuant to Education Code Section 17604 the power to contract on behalf of the Governing Board of the San Ysidro School District of San Diego County, California, is hereby delegated to the Superintendent and the Chief Business Official during the 2023-24 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

BE IT FURTHER RESOLVED that the Governing Board hereby delegates the authority to the Superintendent, or such person as the Superintendent may designate to (i) call for bids, including placing advertisements as required pursuant to the Public Contract Code; (ii) reject all bids if rejection is determined by District staff to be in the best interests of the District; (iii) recall and re-advertise for bids; and (iv) take such other action as may be reasonably necessary to accomplish those tasks delegated pursuant to this Section.

IN ADDITION, the Governing Board hereby delegates the authority to the Superintendent and the Chief Business Official to approve and execute change orders to public project contracts up to \$15,000 or 10% of the original contract price, whichever is greater.

CAVEATS: All transactions entered into by the officer or employee shall be reviewed by the Governing Board every 60 days (Ref. Education Code Section 17605). In the event of malfeasance in office, the school district official invested by the Governing Board with the power of contract shall be

personally liable to the school district employing him or her for any and all moneys of the District paid out as a result of the malfeasance.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District at San Ysidro, California, on this 30th day of May 2023, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

STATE OF CALIFORNIA) SS
COUNTY OF SAN DIEGO)

I, Zenaida Rosario, Clerk of the Governing Board of the San Ysidro School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting thereof at the time and place of vote stated, which resolution is on file and of record in the office of said Board.

Date: _____

Clerk of the Governing Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 23/24-0007

**DESIGNATING AUTHORIZED AGENTS
TO THE PROTECTED INSURANCE PROGRAM
FOR SCHOOLS JOINT POWERS AUTHORITY**

WHEREAS, California school and college districts have determined there is a need for workers' compensation coverage by combining their respective efforts to establish, operate and maintain a Joint Powers Agency for workers' compensation coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of San Ysidro School District declares its continued membership in the Protected Insurance Program for Schools Joint Powers Authority and appoints Marilyn Adrianzen, as its official representative to the Protected Insurance Program for Schools Joint Powers Authority and Dr. Gina A. Potter as the alternate representative. Effective July 1, 2023 to June 30, 2024

PASSED AND ADOPTED by the Governing Board of San Ysidro School District this 30th day of
May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

Date: _____

Clerk of Governing Board

**SAN YSIDRO SCHOOL DISTRICT
RESOLUTION NO. 23/24-0008**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT
DESIGNATING AUTHORIZED AGENTS TO THE SOUTHERN CALIFORNIA
REGIONAL LIABILITY EXCESS FUND (ReLiEF) JOINT POWERS AUTHORITY (JPA)**

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted: Effective July 1, 2023 to June 30, 2024.

WHEREAS, school districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

WHEREAS, an Authorized Agents be appointed to execute appropriate documents on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the San Ysidro School District declares continued membership in the Southern California ReLiEF Joint Powers Authority and appoints Marilyn Adrianzen, Chief Business Official (primary representative) and Gina Potter, Ed.D. (alternate) as duly authorized agents to execute appropriate documents on behalf of San Ysidro School District.

In addition, Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety is an authorized designee to attend SCR related meetings. Traveling outside the County of San Diego may be necessary to attend meetings.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District this 30th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

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

Clerk of the Governing Board

**San Ysidro School District
Resolution No. 23/24-0009**

**DESIGNATING AUTHORIZED DISTRICT REPRESENTATIVES AND SIGNATORIES WITH
THE STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION**

San Ysidro School District, San Diego County ON MOTION OF Member _____,
seconded by Member _____, effective July 1, 2023 to June 30, 2024.

IT IS RESOLVED AND ORDERED that, pursuant to the provisions commencing with Education Code
Section 17070.10, et seq.,

Superintendent and Chief Business Official

are hereby authorized to sign all documents and act on behalf of the District with the State Allocation
Board Office of Public School Construction.

IT IS FURTHER RESOLVED that this motion shall stand and that all additions and deletions shall be
submitted in writing to the State Allocation Board Office of Public School Construction.

PASSED AND ADOPTED by the Governing Board of San Ysidro School District on this 16th day of
May, 2023, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

I, Zenaida Rosario, Clerk to the Governing Board of San Ysidro School District of San Diego County,
California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly adopted
by said Board at a regular meeting thereof on the date and by the vote above stated, which resolution is
on file and of record in the office of said Board.

Date: May 30, 2023

Clerk to the Governing Board

Authorized person(s):

Manual Signature(s) of authorized person(s):

Gina A. Potter, Ed.D., Superintendent

Marilyn Adrianzen, Chief Business Official

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 22/23-0046 AUTHORIZING THE ISSUANCE OF THE SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES B (MEASURE T) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

BACKGROUND INFORMATION:

On March 3, 2020, San Ysidro School District voters approved Measure T in the bond principal amount of \$52.985 million. On September 17, 2020, the District issued the first series of Measure T bonds, Series A, in the amount of \$15,830,000 in order to prepay the District’s 2017 Certificates of Participation.

In order to undertake additional projects approved under Measure T, the District intends, by resolution, to authorize the issuance of the second series of bonds, Series B, in a not-to-exceed amount of \$15 million. In connection with Series B bonds, forms of the bond purchase contract and the continuing disclosure certificate are also presented to the board. The resolution authorizes these agreements to be signed by the Superintendent, the CBO or their designee. Also presented to the board is the form of the Preliminary Official Statement, a public marketing document which will provide information on the Series B bonds to prospective investors.

FISCAL IMPACT/FUNDING SOURCE:

Based on preliminary estimates, the Series B bonds are estimated to have a true interest cost of 3.88% and an estimated total payment amount (combined principal and interest) of \$25,610,333 to be repaid through local property taxes. No payments on the Series B bonds will be made from the General Fund. Staff recommends that the District proceed with the issuance of the Series B bonds in order to provide additional project funding.

RECOMMENDATION:

Approve Resolution No. 22/23-0046. *(A representative from Stradling Yocca Carlson & Rauth will be present to answer questions from the Board.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 22/23-0046

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF THE SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES B (MEASURE T) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District, San Diego County, State of California (hereinafter referred to as the “District”), on March 3, 2020 and thereafter canvassed pursuant to law; and

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a proposition as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$52,985,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”); and

WHEREAS, on September 17, 2020 the District issued the first series of bonds under the Authorization in the amount of \$15,830,000; and

WHEREAS, at this time this Board of Education of the District (the “Board”) has determined that it is necessary and desirable to issue the second series of bonds pursuant to the Authorization in an aggregate principal amount not to exceed \$15,000,000 (the “Bonds”); and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “Act”), the Bonds are authorized to be issued for the purposes set forth in the Authorization; and

WHEREAS, the District desires to issue the Bonds through a negotiated sale; and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by its municipal advisor with respect to the Bonds, as set forth in Exhibit A hereto, and the requirements of Section 5852.1 have been satisfied; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. Purpose of Bonds. To raise money for the purposes authorized by voters of the District pursuant to the Authorization and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds in an amount not to exceed \$15,000,000. The Bonds to be issued and sold are designated as the “San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series B (Measure T).”

Section 2. Paying Agent. The Board hereby appoints the Paying Agent (as defined herein) to act as paying agent, bond registrar, authentication agent and transfer agent for the Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

Section 3. [Reserved].

Section 4. [Reserved].

Section 5. Approval of Purchase Contract. The form of the Bond Purchase Contract (the “Purchase Contract”) by and between the District and an underwriter selected as described below (the “Underwriter”), for the purchase and sale of the Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and, each of the Superintendent of the District (the “Superintendent”), the Chief Business Official of the District and such other officers or employees of the District as the Superintendent may designate (collectively, the “Authorized Officers”), acting alone, is hereby authorized to select the Underwriter for the Bonds following consultation with Dale Scott & Company, the District’s Municipal Advisor (the “Municipal Advisor”), and to execute and deliver the Purchase Contract for the Bonds, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on any maturity of the Bonds shall not exceed the maximum rate permitted by law, and that the Underwriter’s discount or fee for selling the Bonds, excluding original issue discount on the Bonds, shall not exceed 0.70% of the aggregate of principal amount of Bonds issued. The Authorized Officers, acting alone, are further authorized to determine the principal amount of the Bonds to be sold pursuant to the Purchase Contract, provided that the aggregate principal amount of Bonds sold under this Resolution shall not exceed \$15,000,000. The Purchase Contract with the Underwriter shall be executed by an Authorized Officer only if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, excluding compensation to the Underwriter, will equal approximately 1.5% of the principal amount of the Bonds, as further described in Exhibit A hereto.

The terms of the Purchase Contract shall recite the aggregate principal amount of the Bonds being sold thereunder, and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and any terms of optional and mandatory sinking fund redemption thereof.

Section 6. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract, or in the Official Statement):

- (a) “*Board*” means the District’s Board of Education.
- (b) “*Bond Insurer*” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.
- (c) “*Bond Payment Date*” means (i) with respect to interest payments on the Bonds, the payment dates specified in the Purchase Contract, and (ii) with respect to Principal payments on the Bonds, the dates provided in the Purchase Contract.
- (d) “*Bond Register*” means the listing of names and addresses of the current registered owners of the Refunding Bonds, as maintained by the Paying Agent in accordance with Section 9 hereof.
- (e) “*Code*” means the Internal Revenue Code of 1986, as amended.
- (f) “*Continuing Disclosure Certificate*” means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- (g) “*Costs of Issuance*” means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for any credit enhancement relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.
- (h) “*County*” means the County of San Diego, California.
- (i) “*Dated Date*” means the date on which a Bond is initially issued by the District and delivered to the initial purchaser thereof.
- (j) “*Depository*” means DTC, in its capacity as securities depository for the Bonds, or such other securities depository acting as Depository pursuant to Section 7(c) hereof.
- (k) “*District*” means the San Ysidro School District.
- (l) “*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.
- (m) “*Government Obligations*” shall have the meaning set forth in Section 20 hereof.

(n) “*Information Services*” means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District or the Paying Agent may select.

(o) “*Nominee*” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 7(c) hereof.

(p) “*Outstanding*” when used with reference to the Bonds means, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to this Resolution; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (either to the final maturity date or to the redemption date of such Bonds, as applicable), in accordance with Section 20 of this Resolution.

(q) “*Owner*” means the registered owner of a Bond as shown on the bond register maintained by the Paying Agent in accordance with Section 9 hereof.

(r) “*Participants*” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) “*Paying Agent*” means U.S. Bank Trust Company, National Association, as authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District, and any successor thereto appointed by the District.

(t) “*Principal*” or “*Principal Amount*” means, with respect to any Bond, the principal amount thereof as set forth in the Bond Register maintained by the Paying Agent in accordance with Section 9 hereof or mandatory sinking fund payment due thereon, as applicable.

(u) “*Purchase Contract*” means the Bond Purchase Contract by and between the District and the Underwriter relating to the Bonds.

(v) “*Record Date*” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.

(w) “*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320 or such other depository as is appointed by the District from time to time and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act.

(x) “*Tax Certificate*” means the certificate by that name executed by the District on the date of issuance of the Bonds.

(y) “*Term Bonds*” means those Bonds for which mandatory sinking fund redemption dates and amounts have been established in the Purchase Contract.

(z) “*Treasurer*” means the Treasurer and Tax Collector of the County of San Diego.

(aa) “*Underwriter*” shall have the meaning set forth in Section 5 above.

Section 7. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as bonds registered as to both Principal and interest, in the denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall be issued in fully registered form and shall mature in the years, be issued in the Principal Amounts and bear interest at the rates set forth in the Purchase Contract. The Bonds will be initially registered to “Cede & Co.”, the Nominee of DTC.

Each Bond shall be dated its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable; provided, however, that, if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment. Interest shall be payable on the Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as and to the extent provided in the Purchase Contract.

(ii) Selection of Bonds for Redemption. Whenever provision is made in accordance with this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 7(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately, as nearly as practicable, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 7(b)(i) hereof, the Paying Agent shall give notice (a “Redemption Notice”) of the

redemption of the Bonds at least 20 but not more than 60 days prior to the redemption date (a) so long as the Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository, and (b) if the Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

In case of the redemption as permitted herein of all the Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

(iv) Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Bonds selected for redemption.

(v) Additional Notice. In addition to the Redemption Notice given pursuant to Section 7(b)(iii), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as above prescribed.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

(vi) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vii) Effect of Notice of Redemption. Notice having been given in accordance with Section 7(b)(iii), and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund (as defined in Section 13 below) or an escrow account as provided in Section 20 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 7(b) hereof, together with interest to such redemption date, shall be held in the Debt Service Fund or in an escrow account as provided in Section 20 hereof so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as herein provided, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 7 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent or an escrow agent appointed by the District irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book-Entry System.

(i) Except as provided below, the registered owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single, fully registered Bond (which may be typewritten) for each maturity date of such Bonds (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate) in an authorized denomination (except for any odd denomination Bond). Upon

initial execution and delivery, as provided for herein, the ownership of such Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of DTC, and its successors and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section. Each Bond certificate shall bear a legend substantially to the following effect: “UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. (OR IN SUCH OTHER NAME AS REQUESTED BY THE AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.”

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the “Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (c) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (d) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of Principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the Bonds only to or upon the order of the respective Owner of the Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of Principal and interest. Upon delivery by the Depository to the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such substitute nominee of the Depository.

(ii) In order to qualify the Bonds for the Depository’s book-entry system, the District has executed and delivered to the Depository a Letter of Representations. The execution and delivery of the Letter of Representations shall not in any way limit the provisions of this Section

or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners of the Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository's book-entry program.

(iii) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall deliver new fully-registered book-entry securities with respect to the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the District shall execute and deliver certificates representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Bond and all notices with respect to such Bond, including notices of redemption, shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent.

(iv) Transfer of Bonds to Substitute Depository. Registered ownership of the Bonds held in book-entry form, or any portions thereof, may not thereafter be transferred following their registration in the name of the Nominee except:

(1) to any successor of the Depository or its nominee, or of any substitute depository designated pursuant to Section 7(c)(iv)(2) ("Substitute Depository"); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

In the case of any transfer pursuant to Section 7(c)(iv)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate), registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 7(c)(iv)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, the Depository or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in the Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including the Depository or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

(d) The initial Depository under this Section 7(c) shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

Section 8. Execution of Bonds. The Bonds shall be signed by the President of the Board, or if the President is unavailable, by any other member of the Board who is authorized to sign on behalf of the President, and the Clerk of the Board by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating

agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 9. Paying Agent; Resignation or Removal; Transfer and Exchange. The Board does hereby appoint U.S. Bank Trust Company, National Association, to act as the authenticating agent, paying agent and transfer agent for the Bonds. The District may at any time, with or without cause, remove the current Paying Agent and appoint a replacement as set forth below, in which case all references herein to the Paying Agent shall refer to such replacement.

So long as any of the Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office the Bond Register consisting of all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 10 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District. The Paying Agent may be removed by the District at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The District shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners; provided, however, that if all Bonds are registered in the name of the Depository, or its Nominee, notice shall be given in such manner as complies with the requirements of the Depository.

Any Bond may be exchanged for Bonds of like tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally

empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Bond of like maturity date, interest rate, Principal Amount and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Bonds issued pursuant to this Section 9 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

Section 10. Payment. Payment of interest on each Bond Payment Date, shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately

preceding such Bond Payment Date. The interest, Principal, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. With respect to all Bonds registered in the name of the Depository or its Nominee, all payments of interest, Principal and redemption premiums, if any, shall be made in accordance with the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent. With respect to all Bonds not held in book-entry form by the Depository or its Nominee, interest shall be paid by check mailed to each Owner on the Bond Payment Date at such Owner's address as it appears on the registration books of the Paying Agent, or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date; provided, however, the Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premiums, if any, on Bonds not held in book-entry form by the Depository or its Nominee shall be payable upon maturity or redemption upon surrender at the principal office or other designated office of the Paying Agent. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity or redemption, and to cancel each Bond upon payment thereof.

The Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District for the purpose of repaying the Bonds and other amounts on deposit in the Debt Service Fund.

Section 11. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Notice of Sale or the Purchase Contract, as applicable, and the Official Statement for the Bonds.

(Form of Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. (OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.

REGISTERED
NO.

REGISTERED
\$

SAN YSIDRO SCHOOL DISTRICT
(SAN DIEGO COUNTY, CALIFORNIA)
ELECTION OF 2020 GENERAL OBLIGATION BONDS,
SERIES B (MEASURE T)

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP
____ % per annum August 1, 20____ _____, 2023 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

The San Ysidro School District (the "District") in San Diego County, California (the "County") for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, or upon prior redemption hereof, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing [August 1, 2023]. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before [July 15, 2023], in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the register maintained by the paying agent for the bonds (the "Paying Agent"), initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next

preceding that Bond Payment Date (the “Record Date”). The principal of, interest and redemption premium, if any, shall be paid to the Registered Owner in the manner set forth in the District Resolution (defined below).

This bond is one of an authorization of bonds approved by the voters of the District at an election held on March 3, 2020 (the “Authorization”) and is being issued under authority of and pursuant to the laws of the State of California, in particular Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the resolution of the Board of Education of the District adopted on _____, 2023 (the “District Resolution”). This bond and the issue of which this bond is a part are general obligation bonds of the District payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligation bonds of the District. The Bonds are secured on a parity with other bonds issued pursuant to the Authorization from time to time. All capitalized terms not defined herein shall have the meaning set forth in the District Resolution.

The bonds of this issue (the “Bonds”) are being issued in the aggregate principal amount of \$_____.

This bond is exchangeable and transferable for Bonds of like tenor, maturity and Principal Amount and in authorized denominations at the principal office or other designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bond during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

Redemption Date
(August 1)

Principal Amount
\$

(1)

⁽¹⁾ Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced in an amount equal to the principal amount of such Term Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

Whenever provision is made in accordance with the District Resolution for the optional redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed by the District. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in an amount equal to \$5,000 or any integral multiple thereof.

The rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District in certain cases with the written consent of Owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds issued under the District Resolution, exclusive of Bonds, if any, owned by the District and in certain cases without the consent of the Owners as further specified in the District Resolution.

Reference is made to the District Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the District Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the District Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the San Ysidro School District, San Diego County, California, has caused this bond to be executed on behalf of the District and in its official capacity by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
President of the Board of Education

COUNTERSIGNED:

Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein which has been authenticated and registered on _____, 2023.

U.S. Bank Trust Company, National Association, as
Paying Agent

By: _____
Its: Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile)
Clerk of the Board of Education

Section 12. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed in accordance with Section 8 above and delivered, together with a transcript of proceedings with respect to the issuance of the Bonds, to the Underwriter following payment of the purchase price therefor.

Section 13. Deposit of Proceeds of Bonds. A portion of the proceeds from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the Treasurer to the credit of an account within the building fund of the District created and established in the County treasury in accordance with Education Code Section 15146(g) designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T) Building Fund” (the “Building Fund”) and shall be kept separate and distinct from all other District funds. The amounts in the Building Fund shall be used solely for the acquisition or improvement of real property and equipment and only for the purposes authorized by the voters pursuant to the Authorization. Any accrued interest and any premium received from the sale of the Bonds shall be kept separate and apart in an account within the interest and sinking fund of the District created and established in the County treasury in accordance with Education Code Section 15251 and designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T) Debt Service Fund” (the “Debt Service Fund”) and used only for payment of the Principal of and interest on the Bonds and other bonds issued pursuant to the Authorization. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

There shall hereby be created and established the “San Ysidro School District General Obligation Bond, Election of 2020 General Obligation Bonds, Series B (Measure T) Costs of Issuance Fund” (the “Costs of Issuance Fund”) which shall be accounted for separately and distinctly from all other District funds and accounts. At the time of issuance of the Bonds, an Authorized Officer may direct that the Costs of Issuance Fund be held in the County treasury or by U.S. Bank Trust Company, National Association, as a fiscal agent, and may transfer, or cause to be transferred, from the amount to be deposited to the Building Fund to the Costs of Issuance Fund an amount not to exceed two percent (2.00%) of the initial Principal Amount of the Bonds issued. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Officer of the District, solely to pay Costs of Issuance, and any remaining balance after the payment of Costs of Issuance shall be transferred to the Building Fund. The deposit of proceeds of the Bonds to the Costs of Issuance Fund shall be a proper charge against the Building Fund.

Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments, in accordance with applicable law and the investment policy of the County. The District hereby authorizes investments made pursuant to this Resolution with maturities in excess of five years. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment.

Section 14. Rebate Fund.

(a) The District shall create and establish a special fund designated the “San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure T), Rebate

Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) (i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after the redemption or payment at maturity of all the Bonds and the payment of any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

(j) The provisions of this Section 14 may be modified in the Tax Certificate and in any supplement thereto issued from time to time.

Section 15. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of and interest on the Bonds when due. When collected the *ad valorem* taxes will be placed in the Debt Service Fund, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of the Principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the Principal of and interest on the Bonds when due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred to the Paying Agent which, in turn, shall pay such moneys to the Owners to pay the Principal of and interest on the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon

have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

Section 16. Tax Covenants. The District hereby covenants for the benefit of the Owners of the Bonds that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code, and the applicable regulations prescribed under that section or any predecessor section.

Section 17. Good Faith Estimates and Legislative Determinations. In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the Municipal Advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. The Board finds and determines that the provisions of Government Code section 5852.1 and Education Code section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

The Board further finds and determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 18. Official Statement. The form of the Preliminary Official Statement (the “Preliminary Official Statement”) on file with the Clerk of the Board, is hereby approved substantially in the form presented, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to make such changes therein, deletions therefrom and modifications thereto as the Authorized Officer deems necessary to finalize the Preliminary Official Statement for delivery to the Underwriter who, in turn, will deliver the Preliminary Official Statement to prospective purchasers of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its release to the Underwriter. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to execute and deliver to the Underwriter a final Official Statement (the “Official Statement”), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District’s approval of such Official Statement.

Section 19. Insurance. Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for any or all of the Bonds, or in the event that the Underwriter elects to purchase bond insurance at its option, and to the extent that the Bond Insurer makes payment of the Principal of or interest on any Bonds, it shall become the Owner of such Bonds with the right to payment of Principal, interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest payments, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the Bond Register maintained by the Paying Agent upon receipt of evidence satisfactory to the Paying Agent that the Bond Insurer has made the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

Section 20. Defeasance. All or any portion of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds designated for defeasance, including all Principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds designated for defeasance (including all Principal and interest represented

thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the Bonds so defeased, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to such Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

Section 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and the County is obligated to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to levy annually an *ad valorem* tax upon all taxable property in the District in an amount sufficient to pay the principal of and interest on the Bonds as and when the same become due. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District under the Authorization.

Section 22. Other Actions.

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby affirms that Dale Scott & Company has been appointed as Municipal Advisor with respect to the issuance of the Bonds and that Stradling, Yocca, Carlson & Rauth, a Professional Corporation (“Bond Counsel”), has been retained by the District as bond counsel and disclosure counsel, in connection with the issuance of the Bonds. Any one of the Authorized Officers is hereby authorized to enter into contracts with each of said firms or to amend any existing contracts with such firms as and to the extent needed to provide for the services to be rendered by the Municipal Advisor and Bond Counsel, respectively. All fees and expenses payable to such firms shall be contingent upon and be payable only from proceeds of the Bonds.

(c) The provisions of this Resolution as they relate to the terms of the Bonds may be amended by the Purchase Contract.

(d) If at any time it is deemed necessary or desirable by the District, upon the written direction of an Authorized Officer of the District, the Paying Agent and Treasurer may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

Section 23. Transmittal of Resolution to County Auditor and Treasurer. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution and the debt service schedule for the Bonds to the County Auditor and the Treasurer in accordance with Education Code Section 15140(c).

Section 24. Continuing Disclosure. The form of Continuing Disclosure Certificate on file with the Clerk of the Board is hereby approved, and each Authorized Officer, acting alone, is hereby authorized to execute and deliver a Continuing Disclosure Certificate for the Bonds, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Noncompliance with this Section shall not constitute a default hereunder, result in acceleration of the Bonds or create any monetary liability of the District to any Owner or Beneficial Owner (defined below). Any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. In the event of a failure by the District to comply with the Continuing Disclosure Certificate, the sole remedy available to any Owner or Beneficial Owner shall be an action to mandate or compel specific performance of the terms of the Continuing Disclosure Certificate. For purposes of this Section, “Beneficial Owner” means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Section 25. [Reserved].

Section 26. Supplemental Resolution.

(a) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the

District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by this Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment so consented to as provided in Section 25(a) above, shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Section 27. Resolution To Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

Section 28. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any

of the Bonds which remain unclaimed for one (1) year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 29. Permitted Investments.

(a) All amounts held in the funds and accounts established hereunder and held by the Treasurer shall be invested by the Treasurer in any instrument which is a lawful investment for funds of the District, including the Treasurer's Pooled Investment Fund, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other investment products; provided that such agreements comply with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds; and provided further that except as otherwise permitted by law, at no time shall Bond proceeds be withdrawn by the District for investment outside the Treasurer's Pooled Investment Fund. Unless otherwise instructed by the District in writing, amounts held in the funds established by this Resolution shall be invested in the Treasurer's Pooled Investment Fund. If invested in other than the Treasurer's Pooled Investment Fund or the Local Agency Investment Fund, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Bonds. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

Section 30. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 30th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF EDUCATION OF THE SAN YSIDRO
SCHOOL DISTRICT

By: _____
Rosaleah Pallasigue, President

Attest:

Zenaida Rosario, Clerk

CLERK'S CERTIFICATE

I, Zenaida Rosario, Clerk of the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on May 30, 2023, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 30, 2023

Zenaida Rosario
Clerk of the Board of Education

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$15,000,000 (the "Estimated Principal Amount"). Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.88%.
- Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is \$270,000, of which \$225,000 is for costs of issuance to be paid from Bond proceeds and \$45,000 is Underwriter's discount.
- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds paid from Bond proceeds is \$14,730,000.
- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds as described in (b) above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$25,610,333.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the

time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official Action

AGENDA ITEM: RESOLUTION NO. 22/23-0047 AUTHORIZING THE ISSUANCE OF THE SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES B (MEASURE U) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

BACKGROUND INFORMATION:

On March 3, 2020, San Ysidro School District voters approved Measure U in the bond principal amount of \$55.5 million. On September 17, 2020, the District issued the first series of Measure U bonds, Series A, in the amount of \$20,000,000 in order to fund projects authorized under the measure.

In order to undertake additional projects approved under Measure U, the District intends, by resolution, to authorize the issuance of the second series of bonds, Series B, in a not-to-exceed amount of \$15 million. In connection with Series B bonds, forms of the bond purchase contract and the continuing disclosure certificate are also presented to the board. The resolution authorizes these agreements to be signed by the Superintendent, the CBO or their designee. Also presented to the board is the form of the Preliminary Official Statement, a public marketing document which will provide information on the Series B bonds to prospective investors.

FISCAL IMPACT/FUNDING SOURCE:

Based on preliminary estimates, the Series B bonds are estimated to have a true interest cost of 3.90% and an estimated total payment amount (combined principal and interest) of \$25,962,583 to be repaid through local property taxes. No payments on the Series B bonds will be made from the General Fund. Staff recommends that the District proceed with the issuance of the Series B bonds in order to provide additional project funding.

RECOMMENDATION:

Approve Resolution No. 22/23-0047. *(A representative from Stradling Yocca Carlson & Rauth will be present to answer questions from the Board.)*

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 22/23-0047

A RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF THE SAN YSIDRO SCHOOL DISTRICT (SAN DIEGO COUNTY, CALIFORNIA) ELECTION OF 2020 GENERAL OBLIGATION BONDS, SERIES B (MEASURE U) PURSUANT TO CERTAIN PROVISIONS OF THE GOVERNMENT CODE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 AND APPROVING CERTAIN OTHER MATTERS RELATED THERETO

WHEREAS, a duly called election was held in the San Ysidro School District, San Diego County, State of California (hereinafter referred to as the “District”), on March 3, 2020 and thereafter canvassed pursuant to law; and

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a proposition as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$55,500,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”); and

WHEREAS, on September 17, 2020 the District issued the first series of bonds under the Authorization in the amount of \$20,000,000; and

WHEREAS, at this time this Board of Education of the District (the “Board”) has determined that it is necessary and desirable to issue the second series of bonds pursuant to the Authorization in an aggregate principal amount not to exceed \$15,000,000 (the “Bonds”); and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “Act”), the Bonds are authorized to be issued for the purposes set forth in the Authorization; and

WHEREAS, the District desires to issue the Bonds through a negotiated sale; and

WHEREAS, in accordance with Government Code Section 5852.1, there has been presented to this Board of Education and disclosed to the public certain good faith estimates provided to the District by its municipal advisor with respect to the Bonds, as set forth in Exhibit A hereto, and the requirements of Section 5852.1 have been satisfied; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SAN YSIDRO SCHOOL DISTRICT, SAN DIEGO COUNTY, CALIFORNIA, AS FOLLOWS:

Section 1. Purpose of Bonds. To raise money for the purposes authorized by voters of the District pursuant to the Authorization and to pay all necessary legal, financial and contingent costs in connection with the issuance of the Bonds, this Board hereby authorizes the issuance of the Bonds in an amount not to exceed \$15,000,000. The Bonds to be issued and sold are designated as the “San Ysidro School District (San Diego County, California) Election of 2020 General Obligation Bonds, Series B (Measure U).”

Section 2. Paying Agent. The Board hereby appoints the Paying Agent (as defined herein) to act as paying agent, bond registrar, authentication agent and transfer agent for the Bonds on behalf of the District. The Board hereby authorizes the payment of the reasonable fees and expenses of the Paying Agent, as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically Section 15232 of the Education Code.

Section 3. [Reserved].

Section 4. [Reserved].

Section 5. Approval of Purchase Contract. The form of the Bond Purchase Contract (the “Purchase Contract”) by and between the District and an underwriter selected as described below (the “Underwriter”), for the purchase and sale of the Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and, each of the Superintendent of the District (the “Superintendent”), the Chief Business Official of the District and such other officers or employees of the District as the Superintendent may designate (collectively, the “Authorized Officers”), acting alone, is hereby authorized to select the Underwriter for the Bonds following consultation with Dale Scott & Company, the District’s Municipal Advisor (the “Municipal Advisor”), and to execute and deliver the Purchase Contract for the Bonds, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on any maturity of the Bonds shall not exceed the maximum rate permitted by law, and that the Underwriter’s discount or fee for selling the Bonds, excluding original issue discount on the Bonds, shall not exceed 0.70% of the aggregate of principal amount of Bonds issued. The Authorized Officers, acting alone, are further authorized to determine the principal amount of the Bonds to be sold pursuant to the Purchase Contract, provided that the aggregate principal amount of Bonds sold under this Resolution shall not exceed \$15,000,000. The Purchase Contract with the Underwriter shall be executed by an Authorized Officer only if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, excluding compensation to the Underwriter, will equal approximately 1.5% of the principal amount of the Bonds, as further described in Exhibit A hereto.

The terms of the Purchase Contract shall recite the aggregate principal amount of the Bonds being sold thereunder, and shall recite the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and any terms of optional and mandatory sinking fund redemption thereof.

Section 6. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract, or in the Official Statement):

- (a) “*Board*” means the District’s Board of Education.
- (b) “*Bond Insurer*” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Bonds.
- (c) “*Bond Payment Date*” means (i) with respect to interest payments on the Bonds, the payment dates specified in the Purchase Contract, and (ii) with respect to Principal payments on the Bonds, the dates provided in the Purchase Contract.
- (d) “*Bond Register*” means the listing of names and addresses of the current registered owners of the Refunding Bonds, as maintained by the Paying Agent in accordance with Section 9 hereof.
- (e) “*Code*” means the Internal Revenue Code of 1986, as amended.
- (f) “*Continuing Disclosure Certificate*” means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- (g) “*Costs of Issuance*” means all of the costs of issuing the Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; financial advisory fees; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for any credit enhancement relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.
- (h) “*County*” means the County of San Diego, California.
- (i) “*Dated Date*” means the date on which a Bond is initially issued by the District and delivered to the initial purchaser thereof.
- (j) “*Depository*” means DTC, in its capacity as securities depository for the Bonds, or such other securities depository acting as Depository pursuant to Section 7(c) hereof.
- (k) “*District*” means the San Ysidro School District.
- (l) “*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.
- (m) “*Government Obligations*” shall have the meaning set forth in Section 20 hereof.
- (n) “*Information Services*” means the Electronic Municipal Market Access System operated by the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the District or the Paying Agent may select.

- (o) “*Nominee*” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 7(c) hereof.
- (p) “*Outstanding*” when used with reference to the Bonds means, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:
- (i) Bonds canceled at or prior to such date;
 - (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to this Resolution; or
 - (iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (either to the final maturity date or to the redemption date of such Bonds, as applicable), in accordance with Section 20 of this Resolution.
- (q) “*Owner*” means the registered owner of a Bond as shown on the bond register maintained by the Paying Agent in accordance with Section 9 hereof.
- (r) “*Participants*” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.
- (s) “*Paying Agent*” means U.S. Bank Trust Company, National Association, as authenticating agent, bond registrar, transfer agent and paying agent for the Bonds on behalf of the District, and any successor thereto appointed by the District.
- (t) “*Principal*” or “*Principal Amount*” means, with respect to any Bond, the principal amount thereof as set forth in the Bond Register maintained by the Paying Agent in accordance with Section 9 hereof or mandatory sinking fund payment due thereon, as applicable.
- (u) “*Purchase Contract*” means the Bond Purchase Contract by and between the District and the Underwriter relating to the Bonds.
- (v) “*Record Date*” means the close of business on the fifteenth (15th) day of the month preceding each Bond Payment Date.
- (w) “*Securities Depositories*” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000, Facsimile transmission: (212) 855-7320 or such other depository as is appointed by the District from time to time and whose business is to perform the functions of a clearing agency with respect to exempted securities, as defined in Section 3(a)(12) of the Securities Exchange Act of 1934, and who is registered as a clearing agency under Section 17A of the Act.
- (x) “*Tax Certificate*” means the certificate by that name executed by the District on the date of issuance of the Bonds.
- (y) “*Term Bonds*” means those Bonds for which mandatory sinking fund redemption dates and amounts have been established in the Purchase Contract.
- (z) “*Treasurer*” means the Treasurer and Tax Collector of the County of San Diego.

(aa) “*Underwriter*” shall have the meaning set forth in Section 5 above.

Section 7. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates. The Bonds shall be issued as bonds registered as to both Principal and interest, in the denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall be issued in fully registered form and shall mature in the years, be issued in the Principal Amounts and bear interest at the rates set forth in the Purchase Contract. The Bonds will be initially registered to “Cede & Co.”, the Nominee of DTC.

Each Bond shall be dated its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date, or such other date as set forth in the Notice of Sale or the Purchase Contract, as applicable; provided, however, that, if at the time of registration of any Bond interest with respect thereto is in default, interest with respect thereto shall be payable from the Bond Payment Date to which interest has previously been paid or made available for payment. Interest shall be payable on the Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve 30-day months.

(b) Redemption.

(i) Optional Redemption. The Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as and to the extent provided in the Purchase Contract.

(ii) Selection of Bonds for Redemption. Whenever provision is made in accordance with this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select one or more maturities of Bonds for redemption in accordance with such written instructions. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 7(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately, as nearly as practicable, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 7(b)(i) hereof, the Paying Agent shall give notice (a “Redemption Notice”) of the redemption of the Bonds at least 20 but not more than 60 days prior to the redemption date (a) so long as the Bonds are registered in the name of the Nominee, in such manner as complies with the requirements of the Depository, and (b) if the Bonds are no longer held in book-entry form, by first class mail, postage prepaid to each Owner of the Bonds at the addresses appearing on the Bond Register. In the case of any optional redemption, the Paying Agent shall send a notice of redemption only following receipt of written instructions from the District to send such notice and specifying the maturity or maturities to be redeemed. Each Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of

redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Each Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, together with the interest accrued to the redemption date and that from and after such date, interest with respect thereto shall cease to accrue. Redemption Notices (and related notices) may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed thereon or on the Bonds.

In case of the redemption as permitted herein of all the Bonds of any one maturity then Outstanding, notice of redemption shall be given as herein provided, except that the Redemption Notice need not specify the serial numbers of the Bonds of such maturity.

Any Redemption Notice for an optional redemption of the Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the Owners in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

(iv) Neither the failure to receive a Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the Bonds selected for redemption.

(v) Additional Notice. In addition to the Redemption Notice given pursuant to Section 7(b)(iii), further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if a Redemption Notice has been given as above prescribed.

Each further notice of redemption shall be sent at least twenty (20) days before the redemption date by registered or certified mail or overnight delivery service, or in such other manner as is approved by the recipient of such notice, to the Securities Depositories and to the Information Services; provided that, if the Securities Depositories are other than the Depository and the Information Services are other than the Municipal Securities Rulemaking Board, the District shall designate the recipients in a written notice to the Paying Agent.

(vi) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vii) Effect of Notice of Redemption. Notice having been given in accordance with Section 7(b)(iii), and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund (as defined in Section 13 below) or an escrow account

as provided in Section 20 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 7(b) hereof, together with interest to such redemption date, shall be held in the Debt Service Fund or in an escrow account as provided in Section 20 hereof so as to be available therefor on such redemption date, and if a Redemption Notice shall have been given as herein provided, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 7 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(viii) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent or an escrow agent appointed by the District irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation on the applicable redemption date.

(c) Book-Entry System.

(i) Except as provided below, the registered owner of all of the Bonds shall be DTC, and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single, fully registered Bond (which may be typewritten) for each maturity date of such Bonds (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate) in an authorized denomination (except for any odd denomination Bond). Upon initial execution and delivery, as provided for herein, the ownership of such Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of DTC, and its successors and assigns. Except as hereinafter provided, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section. Each Bond certificate shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO.

OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. (OR IN SUCH OTHER NAME AS REQUESTED BY THE AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.”

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Paying Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the “Participant”) or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Paying Agent shall have any responsibility or obligation (unless the District is at such time the Depository) with respect to (a) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (c) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (d) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to Principal of or interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of Principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of and interest on the Bonds only to or upon the order of the respective Owner of the Bond, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of Principal and interest. Upon delivery by the Depository to the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Resolution shall refer to such substitute nominee of the Depository.

(ii) In order to qualify the Bonds for the Depository’s book-entry system, the District has executed and delivered to the Depository a Letter of Representations. The execution and delivery of the Letter of Representations shall not in any way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners of the Bonds, as shown on the Bond Register. In addition, to the execution and delivery of the Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Bonds for the Depository’s book-entry program.

(iii) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice

or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall deliver new fully-registered book-entry securities with respect to the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be represented by book-entry securities and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event, the District shall execute and deliver certificates representing the Bonds as provided below. Bonds issued in exchange for book-entry securities pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall deliver such bonds representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared new fully-registered book-entry securities for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

Notwithstanding any other provisions of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to Principal of, and interest on such Bond and all notices with respect to such Bond, including notices of redemption, shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent.

(iv) Transfer of Bonds to Substitute Depository. Registered ownership of the Bonds held in book-entry form, or any portions thereof, may not thereafter be transferred following their registration in the name of the Nominee except:

(1) to any successor of the Depository or its nominee, or of any substitute depository designated pursuant to Section 7(c)(iv)(2) (“Substitute Depository”); provided that any successor of the Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository designated by the District, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of the Depository or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that the Depository or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

In the case of any transfer pursuant to Section 7(c)(iv)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding (or in the case of two or more interest rates within a maturity a single fully-registered Bond in the respective Principal Amount for each interest rate), registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District.

In the case of any transfer pursuant to Section 7(c)(iv)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, the Depository or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in the Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including the Depository or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

(d) The initial Depository under this Section 7(c) shall be DTC. The initial Nominee shall be Cede & Co., as Nominee of DTC.

Section 8. Execution of Bonds. The Bonds shall be signed by the President of the Board, or if the President is unavailable, by any other member of the Board who is authorized to sign on behalf of the President, and the Clerk of the Board by their manual or facsimile signatures each in their official capacities. In case any one or more of the officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the persons who signed such Bonds had not ceased to hold such offices. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

Section 9. Paying Agent; Resignation or Removal; Transfer and Exchange. The Board does hereby appoint U.S. Bank Trust Company, National Association, to act as the authenticating agent, paying agent and transfer agent for the Bonds. The District may at any time, with or without cause, remove the current Paying Agent and appoint a replacement as set forth below, in which case all references herein to the Paying Agent shall refer to such replacement.

So long as any of the Bonds remain unpaid, the District will cause the Paying Agent to maintain and keep at its principal office the Bond Register consisting of all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 10 below, the person in whose name a Bond is registered on the Bond Register shall be

regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' written notice to the District. The Paying Agent may be removed by the District at any time by an instrument filed with such Paying Agent and signed by the District. A successor Paying Agent shall be appointed by the District which shall be a bank or trust company organized under the laws of any state of the United States, a national banking association or any other financial institution, having capital stock and surplus aggregating at least \$50,000,000 and doing business in the State of California and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Such Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or, if there is no successor, to the Treasurer. In the event that for any reason there shall be a vacancy in the office of the Paying Agent, the Treasurer shall act as such Paying Agent. The District shall cause the new Paying Agent appointed to replace any resigned or removed Paying Agent to mail notice of its appointment and the address of its principal office to all registered Owners; provided, however, that if all Bonds are registered in the name of the Depository, or its Nominee, notice shall be given in such manner as complies with the requirements of the Depository.

Any Bond may be exchanged for Bonds of like tenor, maturity and Principal Amount upon presentation and surrender at the principal office of the Paying Agent designated for such purpose, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent designated for such purpose together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Principal Amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent at least twice each calendar year. The cancelled Bonds shall be retained for a period of time and then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond secured hereby shall become mutilated or destroyed, stolen or lost, the Paying Agent shall cause to be executed and authenticated a new Bond of like maturity date, interest rate, Principal Amount and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond mutilated, destroyed, stolen or lost, upon the Owner's paying the reasonable expenses and charges in connection therewith, and, in the case of a Bond destroyed, stolen or lost, such Owner's filing with the Paying Agent and the District of evidence satisfactory to them that such Bond was destroyed, stolen or lost, and/or such Owner's ownership thereof in furnishing the Paying Agent and District with indemnity satisfactory to each of them.

Any new Bonds issued pursuant to this Section 9 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

Section 10. Payment. Payment of interest on each Bond Payment Date, shall be made to the person appearing on the Bond Register as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date. The interest, Principal, and redemption premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. With respect to all Bonds registered in the name of the Depository or its Nominee, all payments of interest, Principal and redemption premiums, if any, shall be made in accordance with the Letter of Representations or as otherwise instructed by the Depository and agreed to by the District and the Paying Agent. With respect to all Bonds not held in book-entry form by the Depository or its Nominee, interest shall be paid by check mailed to each Owner on the Bond Payment Date at such Owner's address as it appears on the registration books of the Paying Agent, or at such other address as such Owner may have filed with the Paying Agent for that purpose on or before the Record Date; provided, however, the Owner of an aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal of and redemption premiums, if any, on Bonds not held in book-entry form by the Depository or its Nominee shall be payable upon maturity or redemption upon surrender at the principal office or other designated office of the Paying Agent. The Paying Agent is

hereby authorized to pay the Bonds when duly presented for payment at maturity or redemption, and to cancel each Bond upon payment thereof.

The Bonds are general obligation bonds of the District, payable solely from the proceeds of *ad valorem* taxes levied on all property subject to such taxes within the District for the purpose of repaying the Bonds and other amounts on deposit in the Debt Service Fund.

Section 11. Form of Bonds. The Bonds shall be in substantially the following form, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Notice of Sale or the Purchase Contract, as applicable, and the Official Statement for the Bonds.

(Form of Bond)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. (OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), HAS AN INTEREST HEREIN.

REGISTERED
NO.

REGISTERED
\$

SAN YSIDRO SCHOOL DISTRICT
(SAN DIEGO COUNTY, CALIFORNIA)
ELECTION OF 2020 GENERAL OBLIGATION BONDS,
SERIES B (MEASURE U)

INTEREST RATE: MATURITY DATE: DATED DATE: CUSIP
___% per annum August 1, 20___ _____, 2023 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

The San Ysidro School District (the “District”) in San Diego County, California (the “County”) for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, or upon prior redemption hereof, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing [August 1, 2023]. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before [July 15, 2023], in which event it shall bear interest from its Dated Date. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the “Registered Owner”) on the register maintained by the paying agent for the bonds (the “Paying Agent”), initially U.S. Bank Trust Company, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the “Record

Date”). The principal of, interest and redemption premium, if any, shall be paid to the Registered Owner in the manner set forth in the District Resolution (defined below).

This bond is one of an authorization of bonds approved by the voters of the District at an election held on March 3, 2020 (the “Authorization”) and is being issued under authority of and pursuant to the laws of the State of California, in particular Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the resolution of the Board of Education of the District adopted on _____, 2023 (the “District Resolution”). This bond and the issue of which this bond is a part are general obligation bonds of the District payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252. The bonds of this issue are general obligation bonds of the District. The Bonds are secured on a parity with other bonds issued pursuant to the Authorization from time to time. All capitalized terms not defined herein shall have the meaning set forth in the District Resolution.

The bonds of this issue (the “Bonds”) are being issued in the aggregate principal amount of \$_____.

This bond is exchangeable and transferable for Bonds of like tenor, maturity and Principal Amount and in authorized denominations at the principal office or other designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the District Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to exchange or transfer any Bond during a period beginning with the opening of business on the fifteenth day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption plus interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on August 1, 20__ are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount of such Bonds to be so redeemed and the dates therefor and the final principal payment date are as set forth in the following table:

Redemption Date
(August 1)

Principal Amount

\$

(1)

⁽¹⁾ Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced in an amount equal to the principal amount of such Term Bonds optionally redeemed as directed by the District or, if no such direction is provided, as nearly as practicable, on a pro rata basis, in integral multiples of \$5,000.

Whenever provision is made in accordance with the District Resolution for the optional redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed by the District. Within a maturity, the Paying Agent shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed in part shall be in an amount equal to \$5,000 or any integral multiple thereof.

The rights and obligations of the District and of the Owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District in certain cases with the written consent of Owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds issued under the District Resolution, exclusive of Bonds, if any, owned by the District and in certain cases without the consent of the Owners as further specified in the District Resolution.

Reference is made to the District Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the District Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; that payment in full for the bonds has been received; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the District Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, the San Ysidro School District, San Diego County, California, has caused this bond to be executed on behalf of the District and in its official capacity by the manual or facsimile signature of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, and has caused the seal of the District to be affixed hereto, all as of the date stated above.

SAN YSIDRO SCHOOL DISTRICT

By: _____
President of the Board of Education

COUNTERSIGNED:

Clerk of the Board of Education

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the District Resolution referred to herein which has been authenticated and registered on _____, 2023.

U.S. Bank Trust Company, National Association, as
Paying Agent

By: _____
Its: Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile)
Clerk of the Board of Education

Section 12. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed in accordance with Section 8 above and delivered, together with a transcript of proceedings with respect to the issuance of the Bonds, to the Underwriter following payment of the purchase price therefor.

Section 13. Deposit of Proceeds of Bonds. A portion of the proceeds from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the Treasurer to the credit of an account within the building fund of the District created and established in the County treasury in accordance with Education Code Section 15146(g) designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure U) Building Fund” (the “Building Fund”) and shall be kept separate and distinct from all other District funds. The amounts in the Building Fund shall be used solely for the acquisition or improvement of real property and equipment and only for the purposes authorized by the voters pursuant to the Authorization. Any accrued interest and any premium received from the sale of the Bonds shall be kept separate and apart in an account within the interest and sinking fund of the District created and established in the County treasury in accordance with Education Code Section 15251 and designated as the “San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure U) Debt Service Fund” (the “Debt Service Fund”) and used only for payment of the Principal of and interest on the Bonds and other bonds issued pursuant to the Authorization. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

There shall hereby be created and established the “San Ysidro School District General Obligation Bond, Election of 2020 General Obligation Bonds, Series B (Measure U) Costs of Issuance Fund” (the “Costs of Issuance Fund”) which shall be accounted for separately and distinctly from all other District funds and accounts. At the time of issuance of the Bonds, an Authorized Officer may direct that the Costs of Issuance Fund be held in the County treasury or by U.S. Bank Trust Company, National Association, as a fiscal agent, and may transfer, or cause to be transferred, from the amount to be deposited to the Building Fund to the Costs of Issuance Fund an amount not to exceed two percent (2.00%) of the initial Principal Amount of the Bonds issued. Monies held in the Costs of Issuance Fund shall be applied, upon direction from an Authorized Officer of the District, solely to pay Costs of Issuance, and any remaining balance after the payment of Costs of Issuance shall be transferred to the Building Fund. The deposit of proceeds of the Bonds to the Costs of Issuance Fund shall be a proper charge against the Building Fund.

Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments, in accordance with applicable law and the investment policy of the County. The District hereby authorizes investments made pursuant to this Resolution with maturities in excess of five years. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment.

Section 14. Rebate Fund.

(a) The District shall create and establish a special fund designated the “San Ysidro School District Election of 2020 General Obligation Bonds, Series B (Measure U), Rebate Fund” (the “Rebate Fund”).

All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) (i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after the redemption or payment at maturity of all the Bonds and the payment of any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

not later than sixty (60) days after the end of (i) the fifth (5th) Bond Year, and (ii) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

not later than sixty (60) days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any

income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

(j) The provisions of this Section 14 may be modified in the Tax Certificate and in any supplement thereto issued from time to time.

Section 15. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient, together with moneys on deposit in the Debt Service Fund available for such purpose, to pay the Principal of and interest on the Bonds when due. When collected the *ad valorem* taxes will be placed in the Debt Service Fund, which *ad valorem* taxes, together with the amounts on deposit in the Debt Service Fund, are irrevocably pledged pursuant to Government Code Sections 5450 and 5451 to the payment of the Principal of and interest on the Bonds when and as the same fall due. Pursuant to Government Code Section 53515, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with Education Code Section 15250 *et seq.* and to cause the proceeds from such levy to be deposited to the Debt Service Fund to pay the Principal of and interest on the Bonds when due.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred to the Paying Agent which, in turn, shall pay such moneys to the Owners to pay the Principal of and interest on the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

Section 16. Tax Covenants. The District hereby covenants for the benefit of the Owners of the Bonds that it shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code, and the applicable regulations prescribed under that section or any predecessor section.

Section 17. Good Faith Estimates and Legislative Determinations. In accordance with Government Code section 5852.1 and Education Code section 15146(b)(1), good faith estimates of the following have been obtained from the Municipal Advisor and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, including an estimate of the costs of issuance, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds. The Board finds and determines that the provisions of Government Code section 5852.1 and Education Code section 15146(b)(1) have been satisfied with respect to the authorization of the Bonds.

The Board further finds and determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligation bonds of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 18. Official Statement. The form of the Preliminary Official Statement (the “Preliminary Official Statement”) on file with the Clerk of the Board, is hereby approved substantially in the form presented, and each of the Authorized Officers, acting alone, is hereby authorized and directed, for and in the name and on behalf of the District, to make such changes therein, deletions therefrom and modifications thereto as the Authorized Officer deems necessary to finalize the Preliminary Official Statement for delivery to the Underwriter who, in turn, will deliver the Preliminary Official Statement to prospective purchasers of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, prior to its release to the Underwriter. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds. Each of the Authorized Officers, acting alone, is further authorized and directed, for and in the name and on behalf of the District, to execute and deliver to the Underwriter a final Official Statement (the “Official Statement”), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District’s approval of such Official Statement.

Section 19. Insurance. Each of the Authorized Officers, acting alone, is hereby authorized to enter into negotiations to procure bond insurance for the Bonds and to purchase bond insurance if it will result in net debt service savings to the District. In the event the District purchases bond insurance for any or all of the Bonds, or in the event that the Underwriter elects to purchase bond insurance at its

option, and to the extent that the Bond Insurer makes payment of the Principal of or interest on any Bonds, it shall become the Owner of such Bonds with the right to payment of Principal, interest on the Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest payments, the Paying Agent shall note the Bond Insurer's rights as subrogee on the Bond Register maintained by the Paying Agent upon receipt of evidence satisfactory to the Paying Agent that the Bond Insurer has made the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

Section 20. Defeasance. All or any portion of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Bonds designated for defeasance, including all Principal and interest and premium, if any, to their maturity date or redemption date, as applicable; or

(b) Government Obligations: by irrevocably depositing with the Paying Agent or an independent escrow agent selected by the District noncallable Government Obligations (defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon, and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds designated for defeasance (including all Principal and interest represented thereby and redemption premium, if any) at or before their maturity date or redemption date, as applicable.

With respect to any of the Bonds so defeased, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to such Bonds shall cease and terminate, except only the obligation of the District and the Paying Agent, or an independent escrow agent selected by the District, to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying direct and general obligations of the United States of America; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying direct and general obligations of the United States of America; and (iii) the underlying direct and general obligations of the United States of America are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person

claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated by S&P Global Ratings and Moody's Investors Service in the same rating category as the underlying direct and general obligations of the United States of America.

Section 21. Request to County to Levy Tax. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and the County is obligated to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to levy annually an *ad valorem* tax upon all taxable property in the District in an amount sufficient to pay the principal of and interest on the Bonds as and when the same become due. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District under the Authorization.

Section 22. Other Actions.

(a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby affirms that Dale Scott & Company has been appointed as Municipal Advisor with respect to the issuance of the Bonds and that Stradling, Yocca, Carlson & Rauth, a Professional Corporation ("Bond Counsel"), has been retained by the District as bond counsel and disclosure counsel, in connection with the issuance of the Bonds. Any one of the Authorized Officers is hereby authorized to enter into contracts with each of said firms or to amend any existing contracts with such firms as and to the extent needed to provide for the services to be rendered by the Municipal Advisor and Bond Counsel, respectively. All fees and expenses payable to such firms shall be contingent upon and be payable only from proceeds of the Bonds.

(c) The provisions of this Resolution as they relate to the terms of the Bonds may be amended by the Purchase Contract.

(d) If at any time it is deemed necessary or desirable by the District, upon the written direction of an Authorized Officer of the District, the Paying Agent and Treasurer may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

Section 23. Transmittal of Resolution to County Auditor and Treasurer. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution and the debt service schedule for the Bonds to the County Auditor and the Treasurer in accordance with Education Code Section 15140(c).

Section 24. Continuing Disclosure. The form of Continuing Disclosure Certificate on file with the Clerk of the Board is hereby approved, and each Authorized Officer, acting alone, is hereby authorized to execute and deliver a Continuing Disclosure Certificate for the Bonds, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time

in accordance with the terms thereof. Noncompliance with this Section shall not constitute a default hereunder, result in acceleration of the Bonds or create any monetary liability of the District to any Owner or Beneficial Owner (defined below). Any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. In the event of a failure by the District to comply with the Continuing Disclosure Certificate, the sole remedy available to any Owner or Beneficial Owner shall be an action to mandate or compel specific performance of the terms of the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Section 25. [Reserved].

Section 26. Supplemental Resolution.

(a) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; provided, however, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such supplemental resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

(b) This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a supplemental resolution adopted by the District without the written consent of the Owners:

(i) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(ii) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(iii) To confirm or provide further assurance of any pledge hereunder, and to subject to any lien or pledge created or to be created by this Resolution any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(iv) To cure any ambiguity, supply any omission, or to cure or correct any defect or inconsistent provision in this Resolution; or

(v) To amend or supplement this Resolution in any other respect, provided such supplemental resolution does not adversely affect the interests of the Owners.

(c) Any act done pursuant to a modification or amendment so consented to as provided in Section 25(a) above, shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent of either from taking any action pursuant thereto.

Section 27. Resolution To Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

Section 28. Unclaimed Moneys. Anything in this Resolution to the contrary notwithstanding, any moneys held by the Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for one (1) year after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Paying Agent at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Paying Agent after said date when such Bonds become due and payable, shall be repaid by the Paying Agent to the District, as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make such payment to the District, the Paying Agent shall, at the expense of District, cause to be mailed to the Owners of all such Bonds, at their respective addresses appearing on the registration books, a notice that said moneys remain unclaimed and that, after a date in said notice, which date shall not be less than thirty (30) days after the date of mailing such notice, the balance of such moneys then unclaimed will be returned to the District.

Section 29. Permitted Investments.

(a) All amounts held in the funds and accounts established hereunder and held by the Treasurer shall be invested by the Treasurer in any instrument which is a lawful investment for funds of the District, including the Treasurer's Pooled Investment Fund, the Local Agency Investment Fund, any investment authorized pursuant to Sections 53601 and 53635 of the Government Code, or in investment agreements, including guaranteed investment contracts, float contracts or other investment products; provided that such agreements comply with the requirements of each rating agency then rating the Bonds necessary in order to maintain the then-current rating on the Bonds; and provided further that except as otherwise permitted by law, at no time shall Bond proceeds be withdrawn by the District for investment outside the Treasurer's Pooled Investment Fund. Unless otherwise instructed by the District in writing, amounts held in the funds established by this Resolution shall be invested in the Treasurer's Pooled Investment Fund. If invested in other than the Treasurer's Pooled Investment Fund or the Local Agency Investment Fund, amounts in the Debt Service Fund shall be invested in investments maturing not later than the date on which such amounts will be needed to pay the Principal of and interest on the Bonds. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

(b) Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

Section 30. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 30th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF EDUCATION OF THE SAN YSIDRO
SCHOOL DISTRICT

By: _____
Rosaleah Pallasigue, President

Attest:

Zenaida Rosario, Clerk

CLERK'S CERTIFICATE

I, Zenaida Rosario, Clerk of the Board of Education of the San Ysidro School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on May 30, 2023, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: May 30, 2023

Zenaida Rosario
Clerk of the Board of Education

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by the Municipal Advisor.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is \$15,000,000 (the "Estimated Principal Amount"). Based on the Estimated Principal Amount, the following good faith estimates are provided:

- True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 3.90%.
- Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties, is \$270,000, of which \$225,000 is for costs of issuance to be paid from Bond proceeds and \$45,000 is Underwriter's discount.
- Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds paid from Bond proceeds is \$14,730,000.
- Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds as described in (b) above not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is \$25,962,583.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of

sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: 2022-23 COMPREHENSIVE SCHOOL SAFETY PLANS

BACKGROUND INFORMATION:

California *Education Code (EC)* Section 32281(a) and Board Policy 0450 requires each of our schools (that include grades K-8) to develop and maintain a Comprehensive School Safety Plan (CSSP) to prepare for emergencies and create a safe, secure learning environment. In addition, the law requires that each school update and adopt its CSSP by March 1st annually. The Preschool & Child Development Center (CDC) also developed and approved a CSSP.

The District is responsible for the overall development and approval of the CSSPs. Each site approved the attached CSSPs following the appropriate procedures by March 1, 2023.

Comprehensive School Safety Plans (CSSP)-Under Separate Cover

RECOMMENDATION:

Approve/Ratify the Comprehensive School Safety Plans for all schools for the 2022-23 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement- Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free.

Action 3.4: Review and revise safety plans for district and site needs, as well as to remain compliant with state and county regulations.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-23 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources Informational
Linda Olea, Executive Director Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING BETWEEN SAN YSIDRO DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION REGARDING THE BUS DRIVER INSTRUCTOR TRAINING COURSE

BACKGROUND INFORMATION:

The San Ysidro School District and California School Employees Association enter this Memorandum of Understanding regarding the Bus Driver Instructor Training Course. The two parties have come together to discuss the staffing shortage of Bus Drivers. The District shall send a maximum of two CSEA unit members under the classification of Bus Driver to the California Department of Education Bus Driver Instructor training course. If two qualified Bus Drivers attend, each shall attend a different three-week session during the 2023-2024 school year. The Associate President and the District will determine the selection of the two qualified Bus Drivers and shall be required to sign a voluntary agreement which includes the terms stated in the MOU. The District shall cover the cost of the training course, lodging, meals and travel/mileage for each Bus Driver who attends the training. If the Bus Driver resigns their position from the district prior to July 1, 2026, the unit member shall reimburse the district for a portion of the training course.

RECOMMENDATION:

Approve the Memorandum of Understanding between San Ysidro District and California School Employees Association regarding the Bus Driver Instructor training course.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

--

N/A

(Amount)

N/A

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SAN YSIDRO SCHOOLDISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
SAN YSIDRO CHAPTER #154 (CSEA)

May 2, 2023

The San Ysidro School District ("District") and the California School Employees Association and its San Ysidro Chapter #154 ("CSEA") hereby enter this Memorandum of Understanding ("MOU") regarding the Bus Driver Instructor training course.

WHEREAS the parties have come together to discuss the growing needs of the transportation department including the staffing shortage of Bus Drivers.

NOW THEREFORE, the Parties agree as follows:

1. During the 2023-2024 school year, the District shall send a maximum of two CSEA unit members under the classification of Bus Driver to the California Department of Education Bus Driver Instructor training course. If two Bus Drivers attend, each shall attend a different three-week session during the 2023-2024 school year.
2. The District shall cover the cost of the training course, lodging, meals and travel/mileage for each Bus Driver who attends the Bus Driver Instructor training course.
3. The District shall work with the Association President to determine the selection of two Bus Drivers to attend the training course.
4. The parties agree that qualified members who wish to participate in the Bus Driver Instructor training course, shall be required to sign a voluntary agreement which includes the terms below:

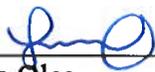
If the Bus Driver resigns their position from the district prior to July 1, 2026, the unit member shall reimburse the district for a portion of the training course as outlined below. The reimbursement shall be deducted from the unit member's final paycheck.

- a. Resignation between July 1, 2023 and June 30, 2024: Reimburse the district \$4,500
- b. Resignation between July 1, 2024 and June 30, 2025: Reimburse the district \$3,000
- c. Resignation between July 1, 2025 and June 30, 2026: Reimburse the district \$1,500

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
SAN YSIDRO CHAPTER #154 (CSEA)**

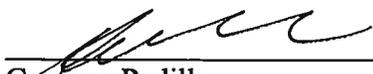
This agreement is non-precedent setting and nothing in this agreement is intended to establish a past practice.

DISTRICT:

 5/22/2023
Linda Olea
Executive Director of Human Resources
San Ysidro School District

CSEA:

 5/22/2023
Karla Montanez-Meza
CSEA Chapter President, San Ysidro #154

 5/22/23
Gustavo Padilla
CSEA, Labor Relations Representative

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: OPEN PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro Education Association’s initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro Education Association, it is now appropriate for the Board to offer public comment on the San Ysidro Education Association’s initial (“sunshine”) proposal for the sole purpose of reopening Article 9: Class Size.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

RECOMMENDATION:

Accept the initial proposals of the San Ysidro Education Association to open the collective bargaining agreement with the San Ysidro School District for the sole purpose of reopening Article 9: Class Size.

1. Motion for the Board of Education to offer for public review and comment the attached initial (“sunshine”) proposal to the contract between San Ysidro Education Association and the San Ysidro School District consisting of Article 9: Class Size.

and

2. Motion for the Board of Education to direct the posting of notice of a public hearing on the initial (“sunshine”) proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on May 30, 2023.
-

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

--

--

(Amount)

--

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

San Ysidro Education Association's Initial/Partial Sunshine Proposal for 2023-2024

The San Ysidro Education Association is committed to supporting and advocating for our unit members, who have devoted their lives to educating and helping students succeed. Our objective is to ensure that our unit members have the respect and the rights that they deserve.

As the Association understands the District's intention of opening Article 18, salary and benefits, with the goal of attracting and retaining specialized positions such as speech therapists, psychologists, social workers, and counselors, the Association also intends to protect the workload of such members.

To that effect, the Association presents this Sunshine Proposal to open the following article in the Collective Bargaining Agreement with the understanding that further negotiations are not limited by this sunshine proposal. In fact, SYSD reserves the right to bargain other articles during the same period we are bargaining these subjects and after such a period of time. The bargaining of additional subjects will take place after

Article 9: CLASS SIZE

Seeking to establish caseloads maximums for the specialized positions to maintain and improve quality and efficiency of service.

The Association reserves the right to amend or supplement this sunshine proposal as needed or required by the EERA.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO EDUCATION ASSOCIATION’S INITIAL PROPOSAL TO SAN YSIDRO SCHOOL DISTRICT FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on May 30, 2023.

RECOMMENDATION:

Close Public Hearing for the San Ysidro Education Association to open Article 9: Class Size with the San Ysidro School District for successor negotiations.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-2022 Budget?

Yes No

Requisition #

--

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: OPEN PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code requires that the Board of Education adopt the San Ysidro School District’s initial (“sunshine”) proposal to employee organizations at a public meeting prior to the start of negotiations.

Before doing so the public must be given the opportunity to become informed on the proposal and have the opportunity to express their views on the issues to the public-school employer.

Under the provisions of the current contract between the Board of Education and the San Ysidro School District, it is now appropriate for the Board to offer public comment on the San Ysidro School District’s initial (“sunshine”) proposal for the sole purpose of reopening Article 18: Compensation and Fringe Benefits.

The areas of negotiation are broad but limited. Government Code section 3543.2(a)(1) states that:

The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 45117 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to former Section 22316 of the Education Code, as that section read on December 31, 1999, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code.

RECOMMENDATION:

Accept the initial proposals of the San Ysidro School District to open the collective bargaining agreement with the San Ysidro Education Association for the sole purpose of reopening Article 18: Compensation and Fringe Benefits and to approve the following motions:

1. Motion for the Board of Education to offer for public review and comment the attached initial (“sunshine”) proposal to the contract between San Ysidro School District and the San Ysidro Education Association consisting of Article 18: Compensation and Fringe Benefits.

and

Motion for the Board of Education to direct the posting of notice of a public hearing on the initial (“sunshine”) proposal and said public hearing to be held on and be open to public comment at the Board of Education meeting on May 30, 2023.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

--

--

(Amount)

--

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: CLOSE PUBLIC HEARING – SAN YSIDRO SCHOOL DISTRICT’S INITIAL PROPOSAL TO SAN YSIDRO EDUCATION ASSOCIATION FOR SUCCESSOR CONTRACT NEGOTIATIONS

BACKGROUND INFORMATION:

Section 3457 of Article 8 of Chapter 10.7 of the California Government Code stipulates that a reasonable time elapse after the submission to open the proposal to allow for public comment. The public hearing was opened during the regular board meeting on May 30, 2023.

RECOMMENDATION:

Close Public Hearing for the San Ysidro School District to reopen Article 18: Compensation and Fringe Benefits with the San Ysidro Education Association.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

--

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: SERVICES FROM 806 TECHNOLOGIES, INC. FOR THE VIRTUAL NEEDS ASSESSMENT (CNA) PROFESSIONAL LEARNING

BACKGROUND INFORMATION:

806 Technologies, Inc. is a leading innovator of software tools specifically designed for school districts to monitor, collect, validate, and manage Federal compliance.

Professional learning services from 806 Technologies, Inc. were approved by the Governing Board on February 9, 2023, for the Virtual Needs Assessment (CNA). The CNA provides justification for the use of ESSA and other funds and provides a focus for addressing student achievement and meeting challenging academic and performance standards.

Additional professional learning services are needed as these will guide Principals when preparing their School Plan for Student Achievement (SPSA).

RECOMMENDATION:

Approve/Ratify the Services from 806 Technologies, Inc. for the additional virtual Needs Assessment (CNA) Professional Learning session at the cost of \$2,500.00 to be paid from Title I PD fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.16: Provide professional learning opportunities for site and district administrators to support teaching and learning and to strengthen educational practices to support the academic acceleration of all students including unduplicated students and students with disabilities through the use of instructional leadership team professional learning communities of practice, district led data meetings, and learning walks.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$2,500.00

(Amount)

Title I PD Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

806 TECHNOLOGIES, INC.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com



INVOICE

BILL TO

San Ysidro School District (CA)
4350 Otay Mesa Rd
San Ysidro, CA 92173

INVOICE # 19090
DATE 05/10/2023

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Professional Learning Development: Comprehensive Needs Assessment (CNA) - Webinar Comprehensive Needs Assessment (CNA) Training ~ One (1) 2.5-Hour Webinar ~ up to 100 participants ~May 10th Quote 3177	1	2,500.00	2,500.00

This invoice is for the 2022-23 school year.

BALANCE DUE

\$2,500.00

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro/Vista Del Mar Middle Schools Informational
Manuel Bojorquez/Irene Cevallos, Principals Action

AGENDA ITEM: RENEWAL OF THE EDPUZZLE PRO SCHOOL-WIDE MEMBERSHIP FROM EDPUZZLE, INC.

BACKGROUND INFORMATION:

Edpuzzle standardize the way K-12 teachers deliver their video lessons and allow students to access personalized video learning safely. Using Edpuzzle allows students to view YouTube videos safely, with no access to inappropriate content. Edpuzzle is a unique tool because its assessment feature tracks student progress, making it easy for teachers to differentiate their instruction. It is also the perfect platform to empower students with self-paced learning for all subjects and grade levels.

The EdPuzzle PRO school-wide memberships for Vista Del Mar and San Ysidro Middle schools need to be renewed for the 2023-24 school year. Cost implications include \$2,180.00 for each school with unlimited access to EdPuzzle for one year.

RECOMMENDATION:

Approve the renewal of the EdPuzzle PRO school-wide memberships from EdPuzzle, Inc. for Vista Del Mar and San Ysidro Middle schools for the 2023-24 school year at the total cost of \$4,360.00 from the Title I fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$4,360.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**



PO BOX 446
 SAN FRANCISCO, CA 94104-0446
 UNITED STATES

Bill To Name	San Ysidro Middle School	Quote Number	00056091
Bill To	4350 OTAY MESA RD	Quote Created	4/18/2023
	SAN YSIDRO, CA 92173	Quote Expires	10/21/2023
	US	Prepared By	Amanda Estepa
Contact Name	Mayura Vongsavath	Email	aestepa@edpuzzle.com
Email	mayura.vongsavath@sysdschools.org		

Product	Period	Product Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$2,180.00	1.00	\$2,180.00
Subtotal					\$2,180.00
Grand Total					\$2,180.00

Edpuzzle PRO - School-wide membership renewal (1 year).
 Any questions, please contact aestepa@edpuzzle.com

FAQ's

Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.



PO BOX 446
 SAN FRANCISCO, CA 94104-0446
 UNITED STATES

Bill To Name	Vista Del Mar Middle School	Quote Number	00056080
Bill To	4885 DEL SOL BLVD	Quote Created	4/18/2023
	SAN DIEGO, CA 92154	Quote Expires	6/30/2023
	US	Prepared By	Amanda Estepa
Contact Name	Irene Herrera-Cevallos	Email	aestepa@edpuzzle.com
Email	irene.herrera-cevallos@sysdschools.org		

Product	Period	Product Description	Sales Price	Quantity	Total Price
Pro School	1 year	Unlimited access to Edpuzzle, school-wide.	\$2,180.00	1.00	\$2,180.00
Subtotal					\$2,180.00
Grand Total					\$2,180.00

Edpuzzle PRO - School-wide membership renewal (1 year).
 Any questions, please contact aestepa@edpuzzle.com

FAQ's

Does Edpuzzle accept purchase orders?

Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?

We accept credit card payments, checks, and direct deposits (wire transfers)

Can we use next year's funds this school year?

Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates

Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE AGREEMENT WITH THE COLLEGE BOARD FOR
SPRINGBOARD MATHEMATICS MATERIALS

BACKGROUND INFORMATION:

SpringBoard Mathematics is a core curriculum for all students in grades sixth to twelfth. It is a complete instructional program, aligned to State standards, which gives teachers everything they need to get students ready for college-level work. This program offers engaging activities and lessons, formative and summative assessments, and a wide range of tools and resources that support teachers while giving them the flexibility to teach their way.

The SpringBoard Mathematics Program was adopted and implemented in the 2017-18 school year. The purchase agreement with The College Board needs to be renewed for the school year 2023-24 to provide students the required core instructional materials. This agreement includes SpringBoard Math student books and digital access for all students in grades sixth to eighth.

RECOMMENDATION:

Approve the purchase agreement with The College Board for the SpringBoard Math Program for all students in grades sixth to eighth at the cost of \$20,534.82 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.22: Continue to focus on instructional design for Math including CCSS based gradual release lessons and small group support/tutoring to ensure access for all students through intervention and scaffolding to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$20,534.82

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

2023-24 California SpringBoard Print and Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	La Mirada Elementary
Contact for Materials	Laura English
Contact Email Address:	alma.english@sysdschools.org
Contact Phone:	(619)428-4424
IT Contact Name/Email:	Todd Lewis

Step 2. Materials: Enter quantities and shipping location below

All shipping related fields are required to prevent additional handling fees by the carrier.

Location Type	District	Ship To Contact	Elizabeth Originales
Ship Location	District's Warehouse	Phone	(619) 428-4476
Address 1	4350 Otay Mesa Road	Email	elizabeth.originales@sysdschools.org
Address 2		Lift Gate Required?	Yes <input type="checkbox"/>
City	San Ysidro	Inside Delivery?	No <input type="checkbox"/>
State	CA	Receiving Hours	7:00
9-Digit Zip	92173	Receiving Location	1:00 PM

Math National Edition

Title	Print Student Editions with Digital Access				Print Teacher Editions			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	\$17.95	75	\$ 1,346.25	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014©	978-1-4573-0149-0	\$17.95	0	\$ -	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014©	978-1-4573-0150-6	\$17.95	0	\$ -	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014©	978-1-4573-0151-3	\$18.95	0	\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015©	978-1-4573-0152-0	\$19.45	0	\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015©	978-1-4573-0153-7	\$19.45	0	\$ -	978-1-4573-0160-5	\$98.00		\$ -
Precalculus - 2015©	978-1-4573-0154-4	\$19.45	0	\$ -	978-1-4573-0161-2	\$98.00		\$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -

Math Total \$1,346.25

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		<u>X</u> _____	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

2023-24 California SpringBoard Print and Digital Order Form

ELA California Edition & ELD

ELA ELD Bundles Print Student Editions with Digital Access	Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	\$24.85		\$ -



Title	Print Student Editions with Digital Access				Print Teacher Editions			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	\$19.25		\$ -	978-1-4573-0469-9	\$92.00		\$ -
Grade 7 - 2017©	978-1-4573-0463-7	\$19.25		\$ -	978-1-4573-0470-5	\$92.00		\$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	\$19.25		\$ -	978-1-4573-0471-2	\$92.00		\$ -
Grade 9 - 2017©	978-1-4573-0465-1	\$19.95		\$ -	978-1-4573-0472-9	\$98.00		\$ -
Grade 10 - 2017©	978-1-4573-0466-8	\$19.95		\$ -	978-1-4573-0473-6	\$98.00		\$ -
Grade 11 - 2017©	978-1-4573-0467-5	\$19.95		\$ -	978-1-4573-0474-3	\$98.00		\$ -
Senior English - 2017©	978-1-4573-0468-2	\$19.95		\$ -	978-1-4573-0475-0	\$98.00		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	\$12.95		\$ -	978-1-4573-0483-5	\$92.00		\$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	\$12.95		\$ -	978-1-4573-0484-2	\$92.00		\$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	\$12.95		\$ -	978-1-4573-0485-9	\$92.00		\$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	\$13.25		\$ -	978-1-4573-0486-6	\$98.00		\$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	\$13.25		\$ -	978-1-4573-0487-3	\$98.00		\$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	\$13.25		\$ -	978-1-4573-0488-0	\$98.00		\$ -
ELD - Senior English 2017©	978-1-4573-0482-8	\$13.25		\$ -	978-1-4573-0489-7	\$98.00		\$ -

ELA/ELD Total \$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

2023-24 California SpringBoard Print and Digital Order Form

Close Reading Workshop and Writing Workshops

ELA Close Reading Workshop / Writing Workshop Bundle	Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	\$12.95		\$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	\$12.95		\$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	\$12.95		\$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	\$12.95		\$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	\$12.95		\$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	\$12.95		\$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	\$12.95		\$ -



PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	\$8.99		\$ -	978-1-4573-0709-6	\$29.99		\$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	\$8.99		\$ -	978-1-4573-0710-2	\$29.99		\$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	\$8.99		\$ -	978-1-4573-0711-9	\$29.99		\$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	\$8.99		\$ -	978-1-4573-0712-6	\$29.99		\$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	\$8.99		\$ -	978-1-4573-0713-3	\$29.99		\$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	\$8.99		\$ -	978-1-4573-0714-0	\$29.99		\$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	\$8.99		\$ -	978-1-4573-0715-7	\$29.99		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	\$9.99		\$ -	978-1-4573-0695-2	\$29.99		\$ -
WW - Grade 7 2017©	978-1-4573-0689-1	\$9.99		\$ -	978-1-4573-0696-9	\$29.99		\$ -
WW - Grade 8 2017©	978-1-4573-0690-7	\$9.99		\$ -	978-1-4573-0697-6	\$29.99		\$ -
WW - Grade 9 2017©	978-1-4573-0691-4	\$9.99		\$ -	978-1-4573-0698-3	\$29.99		\$ -
WW - Grade 10 2017©	978-1-4573-0692-1	\$9.99		\$ -	978-1-4573-0699-0	\$29.99		\$ -
WW - Grade 11 2017©	978-1-4573-0693-8	\$9.99		\$ -	978-1-4573-0700-3	\$29.99		\$ -
WW - Grade 12 2017©	978-1-4573-0694-5	\$9.99		\$ -	978-1-4573-0701-0	\$29.99		\$ -

ELA Total	\$0.00
Math Total	\$1,346.25
Shipping (10%)	\$134.63
Overall Total	\$1,480.88

Continue to Page 4 for Terms and Conditions

Policies

SpringBoard – Material Terms and Conditions (2023-2024)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the schools.

Schools' Compliance with License Terms. Client shall be responsible for the schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain, and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure, and available to only authorized users.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

SpringBoard Updates. Content Revision. College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement. College Board also reserves the right, in its sole discretion to make changes to the Products during the term of this Agreement. College Board shall provide Client with at least ninety (90) days prior written notice of any Product changes

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites, and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials, or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2023-24 California SpringBoard Print and Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Smythe Elementary
Contact for Materials	Marlo Vasquez
Contact Email Address:	marlo.vasquez@syzdschools.org
Contact Phone:	(619)428-4447
IT Contact Name/Email:	Todd Lewis

Step 2. Materials: Enter quantities and shipping location below

All shipping related fields are required to prevent additional handling fees by the carrier.

Location Type	District	Ship To Contact	Elizabeth Originales
Ship Location	District's Warehouse	Phone	(619) 428-4476
Address 1	4350 Otay Mesa Road	Email	elizabeth.originales@syzdschools.org
Address 2		Lift Gate Required?	Yes <input type="checkbox"/>
City	San Ysidro	Inside Delivery?	No <input type="checkbox"/>
State	CA	Receiving Hours	7:00
9-Digit Zip	92173	Receiving Location	1:00 PM

Math National Edition

Title	Print Student Editions with Digital Access				Print Teacher Editions			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	\$17.95	110	\$ 1,974.50	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014©	978-1-4573-0149-0	\$17.95	0	\$ -	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014©	978-1-4573-0150-6	\$17.95	0	\$ -	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014©	978-1-4573-0151-3	\$18.95	0	\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015©	978-1-4573-0152-0	\$19.45	0	\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015©	978-1-4573-0153-7	\$19.45	0	\$ -	978-1-4573-0160-5	\$98.00		\$ -
Precalculus - 2015©	978-1-4573-0154-4	\$19.45	0	\$ -	978-1-4573-0161-2	\$98.00		\$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -

Math Total \$1,974.50

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

			
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

2023-24 California SpringBoard Print and Digital Order Form

ELA California Edition & ELD

ELA ELD Bundles Print Student Editions with Digital Access	Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6 [©]	2016CAELDGR6SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 7 [©]	2016CAELDGR7SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 8 [©]	2016CAELDGR8SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 9 [©]	2016CAELDGR9SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 10 [©]	2016CAELDGR10SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 11 [©]	2016CAELDGR11SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 12 [©]	2016CAELDGR12SE	\$24.85		\$ -



Title	Print Student Editions with Digital Access				Print Teacher Editions			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017 [©]	978-1-4573-0462-0	\$19.25		\$ -	978-1-4573-0469-9	\$92.00		\$ -
Grade 7 - 2017 [©]	978-1-4573-0463-7	\$19.25		\$ -	978-1-4573-0470-5	\$92.00		\$ -
Grade 8 - 2017 [©]	978-1-4573-0464-4	\$19.25		\$ -	978-1-4573-0471-2	\$92.00		\$ -
Grade 9 - 2017 [©]	978-1-4573-0465-1	\$19.95		\$ -	978-1-4573-0472-9	\$98.00		\$ -
Grade 10 - 2017 [©]	978-1-4573-0466-8	\$19.95		\$ -	978-1-4573-0473-6	\$98.00		\$ -
Grade 11 - 2017 [©]	978-1-4573-0467-5	\$19.95		\$ -	978-1-4573-0474-3	\$98.00		\$ -
Senior English - 2017 [©]	978-1-4573-0468-2	\$19.95		\$ -	978-1-4573-0475-0	\$98.00		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELD [©]	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017 [©]	978-1-4573-0476-7	\$12.95		\$ -	978-1-4573-0483-5	\$92.00		\$ -
ELD - Grade 7 2017 [©]	978-1-4573-0477-4	\$12.95		\$ -	978-1-4573-0484-2	\$92.00		\$ -
ELD - Grade 8 2017 [©]	978-1-4573-0478-1	\$12.95		\$ -	978-1-4573-0485-9	\$92.00		\$ -
ELD - Grade 9 2017 [©]	978-1-4573-0479-8	\$13.25		\$ -	978-1-4573-0486-6	\$98.00		\$ -
ELD - Grade 10 2017 [©]	978-1-4573-0480-4	\$13.25		\$ -	978-1-4573-0487-3	\$98.00		\$ -
ELD - Grade 11 2017 [©]	978-1-4573-0481-1	\$13.25		\$ -	978-1-4573-0488-0	\$98.00		\$ -
ELD - Senior English 2017 [©]	978-1-4573-0482-8	\$13.25		\$ -	978-1-4573-0489-7	\$98.00		\$ -

ELA/ELD Total \$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

2023-24 California SpringBoard Print and Digital Order Form

Close Reading Workshop and Writing Workshops

ELA Close Reading Workshop / Writing Workshop Bundle	Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	\$12.95		\$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	\$12.95		\$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	\$12.95		\$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	\$12.95		\$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	\$12.95		\$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	\$12.95		\$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	\$12.95		\$ -



PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	\$8.99		\$ -	978-1-4573-0709-6	\$29.99		\$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	\$8.99		\$ -	978-1-4573-0710-2	\$29.99		\$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	\$8.99		\$ -	978-1-4573-0711-9	\$29.99		\$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	\$8.99		\$ -	978-1-4573-0712-6	\$29.99		\$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	\$8.99		\$ -	978-1-4573-0713-3	\$29.99		\$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	\$8.99		\$ -	978-1-4573-0714-0	\$29.99		\$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	\$8.99		\$ -	978-1-4573-0715-7	\$29.99		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	\$9.99		\$ -	978-1-4573-0695-2	\$29.99		\$ -
WW - Grade 7 2017©	978-1-4573-0689-1	\$9.99		\$ -	978-1-4573-0696-9	\$29.99		\$ -
WW - Grade 8 2017©	978-1-4573-0690-7	\$9.99		\$ -	978-1-4573-0697-6	\$29.99		\$ -
WW - Grade 9 2017©	978-1-4573-0691-4	\$9.99		\$ -	978-1-4573-0698-3	\$29.99		\$ -
WW - Grade 10 2017©	978-1-4573-0692-1	\$9.99		\$ -	978-1-4573-0699-0	\$29.99		\$ -
WW - Grade 11 2017©	978-1-4573-0693-8	\$9.99		\$ -	978-1-4573-0700-3	\$29.99		\$ -
WW - Grade 12 2017©	978-1-4573-0694-5	\$9.99		\$ -	978-1-4573-0701-0	\$29.99		\$ -

ELA Total	\$0.00
Math Total	\$1,974.50
Shipping (10%)	\$197.45
Overall Total	\$2,171.95

Continue to Page 4 for Terms and Conditions

Policies

SpringBoard – Material Terms and Conditions (2023-2024)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the schools.

Schools' Compliance with License Terms. Client shall be responsible for the schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, student edition orders and license orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain, and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure, and available to only authorized users.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

SpringBoard Updates. Content Revision. College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement. College Board also reserves the right, in its sole discretion to make changes to the Products during the term of this Agreement. College Board shall provide Client with at least ninety (90) days prior written notice of any Product changes

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites, and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials, or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2023-24 California SpringBoard Print and Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name	Sunset Elementary
Contact for Materials	Efrain Burciaga
Contact Email Address:	efrain.burciaga@syzdschools.org
Contact Phone:	(619)428-1148
IT Contact Name/Email:	Todd Lewis

Step 2. Materials: Enter quantities and shipping location below

All shipping related fields are required to prevent additional handling fees by the carrier.

Location Type	District	Ship To Contact	Elizabeth Originales
Ship Location	District's Warehouse	Phone	(619) 428-4476
Address 1	4350 Otay Mesa Road	Email	elizabeth.originales@syzdschools.org
Address 2		Lift Gate Required?	Yes <input type="checkbox"/>
City	San Ysidro	Inside Delivery?	No <input type="checkbox"/>
State	CA	Receiving Hours	7:00
9-Digit Zip	92173	Receiving Location	1:00 PM

Math National Edition

Title	Print Student Editions with Digital Access				Print Teacher Editions			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	\$17.95	105	\$ 1,884.75	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014©	978-1-4573-0149-0	\$17.95	0	\$ -	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014©	978-1-4573-0150-6	\$17.95	0	\$ -	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014©	978-1-4573-0151-3	\$18.95	0	\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015©	978-1-4573-0152-0	\$19.45	0	\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015©	978-1-4573-0153-7	\$19.45	0	\$ -	978-1-4573-0160-5	\$98.00		\$ -
Precalculus - 2015©	978-1-4573-0154-4	\$19.45	0	\$ -	978-1-4573-0161-2	\$98.00		\$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -

Math Total \$1,884.75

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		
Print Name	Title	Signature (REQUIRED)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Continue to Page 2 for ELA and ELD Materials

2023-24 California SpringBoard Print and Digital Order Form

ELA California Edition & ELD

ELA ELD Bundles Print Student Editions with Digital Access		Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately		
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	\$24.85		\$ -



Title	Print Student Editions with Digital Access				Print Teacher Editions			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	\$19.25		\$ -	978-1-4573-0469-9	\$92.00		\$ -
Grade 7 - 2017©	978-1-4573-0463-7	\$19.25		\$ -	978-1-4573-0470-5	\$92.00		\$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	\$19.25		\$ -	978-1-4573-0471-2	\$92.00		\$ -
Grade 9 - 2017©	978-1-4573-0465-1	\$19.95		\$ -	978-1-4573-0472-9	\$98.00		\$ -
Grade 10 - 2017©	978-1-4573-0466-8	\$19.95		\$ -	978-1-4573-0473-6	\$98.00		\$ -
Grade 11 - 2017©	978-1-4573-0467-5	\$19.95		\$ -	978-1-4573-0474-3	\$98.00		\$ -
Senior English - 2017©	978-1-4573-0468-2	\$19.95		\$ -	978-1-4573-0475-0	\$98.00		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	\$12.95		\$ -	978-1-4573-0483-5	\$92.00		\$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	\$12.95		\$ -	978-1-4573-0484-2	\$92.00		\$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	\$12.95		\$ -	978-1-4573-0485-9	\$92.00		\$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	\$13.25		\$ -	978-1-4573-0486-6	\$98.00		\$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	\$13.25		\$ -	978-1-4573-0487-3	\$98.00		\$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	\$13.25		\$ -	978-1-4573-0488-0	\$98.00		\$ -
ELD - Senior English 2017©	978-1-4573-0482-8	\$13.25		\$ -	978-1-4573-0489-7	\$98.00		\$ -

ELA/ELD Total \$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

2023-24 California SpringBoard Print and Digital Order Form

Close Reading Workshop and Writing Workshops

ELA Close Reading Workshop / Writing Workshop Bundle	Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	\$12.95		\$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	\$12.95		\$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	\$12.95		\$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	\$12.95		\$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	\$12.95		\$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	\$12.95		\$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	\$12.95		\$ -



PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	\$8.99		\$ -	978-1-4573-0709-6	\$29.99		\$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	\$8.99		\$ -	978-1-4573-0710-2	\$29.99		\$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	\$8.99		\$ -	978-1-4573-0711-9	\$29.99		\$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	\$8.99		\$ -	978-1-4573-0712-6	\$29.99		\$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	\$8.99		\$ -	978-1-4573-0713-3	\$29.99		\$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	\$8.99		\$ -	978-1-4573-0714-0	\$29.99		\$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	\$8.99		\$ -	978-1-4573-0715-7	\$29.99		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	\$9.99		\$ -	978-1-4573-0695-2	\$29.99		\$ -
WW - Grade 7 2017©	978-1-4573-0689-1	\$9.99		\$ -	978-1-4573-0696-9	\$29.99		\$ -
WW - Grade 8 2017©	978-1-4573-0690-7	\$9.99		\$ -	978-1-4573-0697-6	\$29.99		\$ -
WW - Grade 9 2017©	978-1-4573-0691-4	\$9.99		\$ -	978-1-4573-0698-3	\$29.99		\$ -
WW - Grade 10 2017©	978-1-4573-0692-1	\$9.99		\$ -	978-1-4573-0699-0	\$29.99		\$ -
WW - Grade 11 2017©	978-1-4573-0693-8	\$9.99		\$ -	978-1-4573-0700-3	\$29.99		\$ -
WW - Grade 12 2017©	978-1-4573-0694-5	\$9.99		\$ -	978-1-4573-0701-0	\$29.99		\$ -

ELA Total	\$0.00
Math Total	\$1,884.75
Shipping (10%)	\$188.48
Overall Total	\$2,073.23

Continue to Page 4 for Terms and Conditions

Policies

SpringBoard – Material Terms and Conditions (2023-2024)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the schools.

Schools' Compliance with License Terms. Client shall be responsible for the schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain, and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure, and available to only authorized users.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

SpringBoard Updates. Content Revision. College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement. College Board also reserves the right, in its sole discretion to make changes to the Products during the term of this Agreement. College Board shall provide Client with at least ninety (90) days prior written notice of any Product changes

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites, and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials, or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2023-24 California SpringBoard Print and Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name: **Willow Elementary**
 Contact for Materials: **Maria Rodriguez**
 Contact Email Address: **maria.rodriguez@sysdschools.org**
 Contact Phone: **(619)428-2231**
 IT Contact Name/Email: **Todd Lewis**

Step 2. Materials: Enter quantities and shipping location below

All shipping related fields are required to prevent additional handling fees by the carrier.

Location Type: **District** Ship To Contact: **Elizabeth Originales**
 Ship Location: **District's Warehouse** Phone: **(619) 428-4476**
 Address 1: **4350 Otay Mesa Road** Email: **elizabeth.originales@sysdschools.org**
 Address 2: _____ Lift Gate Required? **Yes**
 City: **San Ysidro** Inside Delivery? **No**
 State: **CA** Receiving Hours: **7:00**
 9-Digit Zip: **92173** Receiving Location: **1:00 PM**

Math National Edition

Title	Print Student Editions with Digital Access				Print Teacher Editions			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	\$17.95	115	\$ 2,064.25	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014©	978-1-4573-0149-0	\$17.95	0	\$ -	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014©	978-1-4573-0150-6	\$17.95	0	\$ -	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014©	978-1-4573-0151-3	\$18.95	0	\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015©	978-1-4573-0152-0	\$19.45	0	\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015©	978-1-4573-0153-7	\$19.45	0	\$ -	978-1-4573-0160-5	\$98.00		\$ -
Precalculus - 2015©	978-1-4573-0154-4	\$19.45	0	\$ -	978-1-4573-0161-2	\$98.00		\$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -

Math Total \$2,064.25

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type: _____

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		<u>X</u>	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

2023-24 California SpringBoard Print and Digital Order Form

ELA California Edition & ELD

ELA ELD Bundles Print Student Editions with Digital Access	Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	\$24.85		\$ -



Title	Print Student Editions with Digital Access				Print Teacher Editions			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	\$19.25		\$ -	978-1-4573-0469-9	\$92.00		\$ -
Grade 7 - 2017©	978-1-4573-0463-7	\$19.25		\$ -	978-1-4573-0470-5	\$92.00		\$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	\$19.25		\$ -	978-1-4573-0471-2	\$92.00		\$ -
Grade 9 - 2017©	978-1-4573-0465-1	\$19.95		\$ -	978-1-4573-0472-9	\$98.00		\$ -
Grade 10 - 2017©	978-1-4573-0466-8	\$19.95		\$ -	978-1-4573-0473-6	\$98.00		\$ -
Grade 11 - 2017©	978-1-4573-0467-5	\$19.95		\$ -	978-1-4573-0474-3	\$98.00		\$ -
Senior English - 2017©	978-1-4573-0468-2	\$19.95		\$ -	978-1-4573-0475-0	\$98.00		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	\$12.95		\$ -	978-1-4573-0483-5	\$92.00		\$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	\$12.95		\$ -	978-1-4573-0484-2	\$92.00		\$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	\$12.95		\$ -	978-1-4573-0485-9	\$92.00		\$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	\$13.25		\$ -	978-1-4573-0486-6	\$98.00		\$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	\$13.25		\$ -	978-1-4573-0487-3	\$98.00		\$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	\$13.25		\$ -	978-1-4573-0488-0	\$98.00		\$ -
ELD - Senior English 2017©	978-1-4573-0482-8	\$13.25		\$ -	978-1-4573-0489-7	\$98.00		\$ -

ELA/ELD Total \$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

2023-24 California SpringBoard Print and Digital Order Form

Close Reading Workshop and Writing Workshops

ELA Close Reading Workshop / Writing Workshop Bundle		Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately		
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6	2016CACRWGR6SE	\$12.95		\$ -
CRW/WW Bundle - Grade 7	2016CACRWGR7SE	\$12.95		\$ -
CRW/WW Bundle - Grade 8	2016CACRWGR8SE	\$12.95		\$ -
CRW/WW Bundle - Grade 9	2016CACRWGR9SE	\$12.95		\$ -
CRW/WW Bundle - Grade 10	2016CACRWGR10SE	\$12.95		\$ -
CRW/WW Bundle - Grade 11	2016CACRWGR11SE	\$12.95		\$ -
CRW/WW Bundle - Grade 12	2016CACRWGR12SE	\$12.95		\$ -



PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Close Reading Workshop	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017	978-1-4573-0702-7	\$8.99		\$ -	978-1-4573-0709-6	\$29.99		\$ -
CRW - Grade 7 2017	978-1-4573-0703-4	\$8.99		\$ -	978-1-4573-0710-2	\$29.99		\$ -
CRW - Grade 8 2017	978-1-4573-0704-1	\$8.99		\$ -	978-1-4573-0711-9	\$29.99		\$ -
CRW - Grade 9 2017	978-1-4573-0705-8	\$8.99		\$ -	978-1-4573-0712-6	\$29.99		\$ -
CRW - Grade 10 2017	978-1-4573-0706-5	\$8.99		\$ -	978-1-4573-0713-3	\$29.99		\$ -
CRW - Grade 11 2017	978-1-4573-0707-2	\$8.99		\$ -	978-1-4573-0714-0	\$29.99		\$ -
CRW - Grade 12 2017	978-1-4573-0708-9	\$8.99		\$ -	978-1-4573-0715-7	\$29.99		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Writing Workshop	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017	978-1-4573-0688-4	\$9.99		\$ -	978-1-4573-0695-2	\$29.99		\$ -
WW - Grade 7 2017	978-1-4573-0689-1	\$9.99		\$ -	978-1-4573-0696-9	\$29.99		\$ -
WW - Grade 8 2017	978-1-4573-0690-7	\$9.99		\$ -	978-1-4573-0697-6	\$29.99		\$ -
WW - Grade 9 2017	978-1-4573-0691-4	\$9.99		\$ -	978-1-4573-0698-3	\$29.99		\$ -
WW - Grade 10 2017	978-1-4573-0692-1	\$9.99		\$ -	978-1-4573-0699-0	\$29.99		\$ -
WW - Grade 11 2017	978-1-4573-0693-8	\$9.99		\$ -	978-1-4573-0700-3	\$29.99		\$ -
WW - Grade 12 2017	978-1-4573-0694-5	\$9.99		\$ -	978-1-4573-0701-0	\$29.99		\$ -

ELA Total	\$0.00
Math Total	\$2,064.25
Shipping (10%)	\$206.43
Overall Total	\$2,270.68

Continue to Page 4 for Terms and Conditions

Policies

SpringBoard – Material Terms and Conditions (2023-2024)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the schools.

Schools' Compliance with License Terms. Client shall be responsible for the schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(5)(i).

Client shall notify College Board of any changes to school participation, student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain, and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure, and available to only authorized users.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences.

Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

SpringBoard Updates. Content Revision. College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement. College Board also reserves the right, in its sole discretion to make changes to the Products during the term of this Agreement. College Board shall provide Client with at least ninety (90) days prior written notice of any Product changes

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites, and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials, or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2023-24 California SpringBoard Print and Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:

FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name: San Ysidro Middle School
 Contact for Materials: Manuel Bojorquez
 Contact Email Address: manuel.bojorquez@syzschools.org
 Contact Phone: (619)428-5551
 IT Contact Name/Email: Todd Lewis

Step 2. Materials: Enter quantities and shipping location below

All shipping related fields are required to prevent additional handling fees by the carrier.

Location Type: District
 Ship To Contact: Elizabeth Originales
 Ship Location: District's Warehouse
 Phone: (619) 428-4476
 Address 1: 4350 Otay Mesa Road
 Email: elizabeth.originales@syzschools.org
 Address 2:
 Lift Gate Required?: Yes
 City: San Ysidro
 Inside Delivery?: No
 State: CA
 Receiving Hours: 7:00
 9-Digit Zip: 92173
 Receiving Location: 1:00 PM

Math National Edition

Title	Print Student Editions with Digital Access				Print Teacher Editions			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	\$17.95	0	\$ -	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014©	978-1-4573-0149-0	\$17.95	75	\$ 1,346.25	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014©	978-1-4573-0150-6	\$17.95	100	\$ 1,795.00	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014©	978-1-4573-0151-3	\$18.95	0	\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015©	978-1-4573-0152-0	\$19.45	0	\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015©	978-1-4573-0153-7	\$19.45	0	\$ -	978-1-4573-0160-5	\$98.00		\$ -
Precalculus - 2015©	978-1-4573-0154-4	\$19.45	0	\$ -	978-1-4573-0161-2	\$98.00		\$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -

Math Total \$3,141.25

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO # _____

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

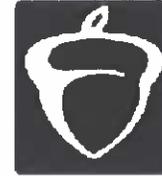
		X _____	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

2023-24 California SpringBoard Print and Digital Order Form

ELA California Edition & ELD

ELA ELD Bundles Print Student Editions with Digital Access	Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	\$24.85		\$ -



Title	Print Student Editions with Digital Access				Print Teacher Editions			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	\$19.25		\$ -	978-1-4573-0469-9	\$92.00		\$ -
Grade 7 - 2017©	978-1-4573-0463-7	\$19.25		\$ -	978-1-4573-0470-5	\$92.00		\$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	\$19.25		\$ -	978-1-4573-0471-2	\$92.00		\$ -
Grade 9 - 2017©	978-1-4573-0465-1	\$19.95		\$ -	978-1-4573-0472-9	\$98.00		\$ -
Grade 10 - 2017©	978-1-4573-0466-8	\$19.95		\$ -	978-1-4573-0473-6	\$98.00		\$ -
Grade 11 - 2017©	978-1-4573-0467-5	\$19.95		\$ -	978-1-4573-0474-3	\$98.00		\$ -
Senior English - 2017©	978-1-4573-0468-2	\$19.95		\$ -	978-1-4573-0475-0	\$98.00		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	\$12.95		\$ -	978-1-4573-0483-5	\$92.00		\$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	\$12.95		\$ -	978-1-4573-0484-2	\$92.00		\$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	\$12.95		\$ -	978-1-4573-0485-9	\$92.00		\$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	\$13.25		\$ -	978-1-4573-0486-6	\$98.00		\$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	\$13.25		\$ -	978-1-4573-0487-3	\$98.00		\$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	\$13.25		\$ -	978-1-4573-0488-0	\$98.00		\$ -
ELD - Senior English 2017©	978-1-4573-0482-8	\$13.25		\$ -	978-1-4573-0489-7	\$98.00		\$ -

ELA/ELD Total 50.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

2023-24 California SpringBoard Print and Digital Order Form

Close Reading Workshop and Writing Workshops

ELA Close Reading Workshop / Writing Workshop Bundle	Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	\$12.95		\$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	\$12.95		\$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	\$12.95		\$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	\$12.95		\$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	\$12.95		\$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	\$12.95		\$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	\$12.95		\$ -



PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	\$8.99		\$ -	978-1-4573-0709-6	\$29.99		\$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	\$8.99		\$ -	978-1-4573-0710-2	\$29.99		\$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	\$8.99		\$ -	978-1-4573-0711-9	\$29.99		\$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	\$8.99		\$ -	978-1-4573-0712-6	\$29.99		\$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	\$8.99		\$ -	978-1-4573-0713-3	\$29.99		\$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	\$8.99		\$ -	978-1-4573-0714-0	\$29.99		\$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	\$8.99		\$ -	978-1-4573-0715-7	\$29.99		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	\$9.99		\$ -	978-1-4573-0695-2	\$29.99		\$ -
WW - Grade 7 2017©	978-1-4573-0689-1	\$9.99		\$ -	978-1-4573-0696-9	\$29.99		\$ -
WW - Grade 8 2017©	978-1-4573-0690-7	\$9.99		\$ -	978-1-4573-0697-6	\$29.99		\$ -
WW - Grade 9 2017©	978-1-4573-0691-4	\$9.99		\$ -	978-1-4573-0698-3	\$29.99		\$ -
WW - Grade 10 2017©	978-1-4573-0692-1	\$9.99		\$ -	978-1-4573-0699-0	\$29.99		\$ -
WW - Grade 11 2017©	978-1-4573-0693-8	\$9.99		\$ -	978-1-4573-0700-3	\$29.99		\$ -
WW - Grade 12 2017©	978-1-4573-0694-5	\$9.99		\$ -	978-1-4573-0701-0	\$29.99		\$ -

ELA Total	\$0.00
Math Total	\$3,141.25
Shipping (10%)	\$314.13
Overall Total	\$3,455.38

Continue to Page 4 for Terms and Conditions

Policies

SpringBoard – Material Terms and Conditions (2023-2024)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the schools.

Schools' Compliance with License Terms. Client shall be responsible for the schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain, and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure, and available to only authorized users.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

SpringBoard Updates. Content Revision. College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement. College Board also reserves the right, in its sole discretion to make changes to the Products during the term of this Agreement. College Board shall provide Client with at least ninety (90) days prior written notice of any Product changes

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites, and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials, or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

2023-24 California SpringBoard Print and Digital Order Form

To place an order, return signed order form with purchase order or confirmation of payment to:
FAX: 646-607-2881 OR EMAIL: SpringBoardOrders@collegeboard.org

Questions? Contact the SpringBoard Team 877-999-7723

Step 1. Enter Your Contact Information

School Name: Vista Del Mar Middle School
 Contact for Materials: Irene Herrera-Cevallos
 Contact Email Address: irene.herrera-cevallos@syzdschools.org
 Contact Phone: (619)661-6753
 IT Contact Name/Email: Todd Lewis

Step 2. Materials: Enter quantities and shipping location below

All shipping related fields are required to prevent additional handling fees by the carrier.

Location Type: District
 Ship To Contact: Elizabeth Originales
 Ship Location: District's Warehouse
 Phone: (619) 428-4476
 Address 1: 4350 Otay Mesa Road
 Email: elizabeth.originales@syzdschools.org
 Address 2:
 Lift Gate Required?: Yes
 City: San Ysidro
 Inside Delivery?: No
 State: CA
 Receiving Hours: 7:00
 9-Digit Zip: 92173
 Receiving Location: 1:00 PM

Math National Edition

Title	Print Student Editions with Digital Access				Print Teacher Editions			
	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Course 1 - 2014©	978-1-4573-0148-3	\$17.95	200	\$ 3,590.00	978-1-4573-0155-1	\$91.00		\$ -
Course 2 - 2014©	978-1-4573-0149-0	\$17.95	120	\$ 2,154.00	978-1-4573-0156-8	\$91.00		\$ -
Course 3 - 2014©	978-1-4573-0150-6	\$17.95	140	\$ 2,513.00	978-1-4573-0157-5	\$91.00		\$ -
Algebra 1 - 2014©	978-1-4573-0151-3	\$18.95	0	\$ -	978-1-4573-0158-2	\$94.00		\$ -
Geometry - 2015©	978-1-4573-0152-0	\$19.45	0	\$ -	978-1-4573-0159-9	\$98.00		\$ -
Algebra 2 - 2015©	978-1-4573-0153-7	\$19.45	0	\$ -	978-1-4573-0160-5	\$98.00		\$ -
Precalculus - 2015©	978-1-4573-0154-4	\$19.45	0	\$ -	978-1-4573-0161-2	\$98.00		\$ -

Strategy Posters	Price	QTY	Cost
Math Strategy Poster Set (2 Posters)	\$8.95		\$ -

Math Total \$8,257.00

Step 3. Indicate Payment and Sign Order Form (ORDER WILL NOT BE PROCESSED WITHOUT A SIGNATURE BELOW)

Select Payment Type:

PO #

I verify that the information and quantities indicated on this form are accurate and that I am authorized to approve this order on behalf of the district/schools indicated. I understand and accept the terms and conditions outlined in the "Policies" section of this form.

		X _____	
Print Name	Title	Signature (REQUIRED)	Date

Continue to Page 2 for ELA and ELD Materials

2023-24 California SpringBoard Print and Digital Order Form

ELA California Edition & ELD

ELA ELD Bundles Print Student Editions with Digital Access	<i>Bundle price includes 1 ELA and 1 ELD Student Edition Teacher Editions must be purchased separately</i>			
TITLE	ISBN	Price	QTY	Cost
ELA/ELD Bundle - Grade 6©	2016CAELDGR6SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 7©	2016CAELDGR7SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 8©	2016CAELDGR8SE	\$23.35		\$ -
ELA/ELD Bundle - Grade 9©	2016CAELDGR9SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 10©	2016CAELDGR10SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 11©	2016CAELDGR11SE	\$24.85		\$ -
ELA/ELD Bundle - Grade 12©	2016CAELDGR12SE	\$24.85		\$ -



Title	Print Student Editions with Digital Access				Print Teacher Editions			
ELA California Edition	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
Grade 6 - 2017©	978-1-4573-0462-0	\$19.25		\$ -	978-1-4573-0469-9	\$92.00		\$ -
Grade 7 - 2017©	978-1-4573-0463-7	\$19.25		\$ -	978-1-4573-0470-5	\$92.00		\$ -
Grade 8 - 2017 ©	978-1-4573-0464-4	\$19.25		\$ -	978-1-4573-0471-2	\$92.00		\$ -
Grade 9 - 2017©	978-1-4573-0465-1	\$19.95		\$ -	978-1-4573-0472-9	\$98.00		\$ -
Grade 10 - 2017©	978-1-4573-0466-8	\$19.95		\$ -	978-1-4573-0473-6	\$98.00		\$ -
Grade 11 - 2017©	978-1-4573-0467-5	\$19.95		\$ -	978-1-4573-0474-3	\$98.00		\$ -
Senior English - 2017©	978-1-4573-0468-2	\$19.95		\$ -	978-1-4573-0475-0	\$98.00		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELD©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
ELD - Grade 6 2017©	978-1-4573-0476-7	\$12.95		\$ -	978-1-4573-0483-5	\$92.00		\$ -
ELD - Grade 7 2017©	978-1-4573-0477-4	\$12.95		\$ -	978-1-4573-0484-2	\$92.00		\$ -
ELD - Grade 8 2017©	978-1-4573-0478-1	\$12.95		\$ -	978-1-4573-0485-9	\$92.00		\$ -
ELD - Grade 9 2017©	978-1-4573-0479-8	\$13.25		\$ -	978-1-4573-0486-6	\$98.00		\$ -
ELD - Grade 10 2017©	978-1-4573-0480-4	\$13.25		\$ -	978-1-4573-0487-3	\$98.00		\$ -
ELD - Grade 11 2017©	978-1-4573-0481-1	\$13.25		\$ -	978-1-4573-0488-0	\$98.00		\$ -
ELD - Senior English 2017©	978-1-4573-0482-8	\$13.25		\$ -	978-1-4573-0489-7	\$98.00		\$ -

ELA/ELD Total \$0.00

Continue to Page 3 for Close Reading Workshop and Writing Workshop

2023-24 California SpringBoard Print and Digital Order Form

Close Reading Workshop and Writing Workshops

ELA Close Reading Workshop / Writing Workshop Bundle	Bundle price includes 1 CRW and 1 WW Student Edition Teacher Editions must be purchased separately			
TITLE	ISBN	Price	QTY	Cost
CRW/WW Bundle - Grade 6©	2016CACRWGR6SE	\$12.95		\$ -
CRW/WW Bundle - Grade 7©	2016CACRWGR7SE	\$12.95		\$ -
CRW/WW Bundle - Grade 8©	2016CACRWGR8SE	\$12.95		\$ -
CRW/WW Bundle - Grade 9©	2016CACRWGR9SE	\$12.95		\$ -
CRW/WW Bundle - Grade 10©	2016CACRWGR10SE	\$12.95		\$ -
CRW/WW Bundle - Grade 11©	2016CACRWGR11SE	\$12.95		\$ -
CRW/WW Bundle - Grade 12©	2016CACRWGR12SE	\$12.95		\$ -



PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Close Reading Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
CRW - Grade 6 2017©	978-1-4573-0702-7	\$8.99		\$ -	978-1-4573-0709-6	\$29.99		\$ -
CRW - Grade 7 2017©	978-1-4573-0703-4	\$8.99		\$ -	978-1-4573-0710-2	\$29.99		\$ -
CRW - Grade 8 2017©	978-1-4573-0704-1	\$8.99		\$ -	978-1-4573-0711-9	\$29.99		\$ -
CRW - Grade 9 2017©	978-1-4573-0705-8	\$8.99		\$ -	978-1-4573-0712-6	\$29.99		\$ -
CRW - Grade 10 2017©	978-1-4573-0706-5	\$8.99		\$ -	978-1-4573-0713-3	\$29.99		\$ -
CRW - Grade 11 2017©	978-1-4573-0707-2	\$8.99		\$ -	978-1-4573-0714-0	\$29.99		\$ -
CRW - Grade 12 2017©	978-1-4573-0708-9	\$8.99		\$ -	978-1-4573-0715-7	\$29.99		\$ -

PRINT EDITIONS	Print Student Editions				Print Teacher Editions			
ELA Writing Workshop©	ISBN	Price	QTY	Cost	ISBN	Price	QTY	Cost
WW - Grade 6 2017©	978-1-4573-0688-4	\$9.99		\$ -	978-1-4573-0695-2	\$29.99		\$ -
WW - Grade 7 2017©	978-1-4573-0689-1	\$9.99		\$ -	978-1-4573-0696-9	\$29.99		\$ -
WW - Grade 8 2017©	978-1-4573-0690-7	\$9.99		\$ -	978-1-4573-0697-6	\$29.99		\$ -
WW - Grade 9 2017©	978-1-4573-0691-4	\$9.99		\$ -	978-1-4573-0698-3	\$29.99		\$ -
WW - Grade 10 2017©	978-1-4573-0692-1	\$9.99		\$ -	978-1-4573-0699-0	\$29.99		\$ -
WW - Grade 11 2017©	978-1-4573-0693-8	\$9.99		\$ -	978-1-4573-0700-3	\$29.99		\$ -
WW - Grade 12 2017©	978-1-4573-0694-5	\$9.99		\$ -	978-1-4573-0701-0	\$29.99		\$ -

ELA Total	\$0.00
Math Total	\$8,257.00
Shipping (10%)	\$825.70
Overall Total	\$9,082.70

Continue to Page 4 for Terms and Conditions

Policies

SpringBoard – Material Terms and Conditions (2023-2024)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

SpringBoard® Program Overview. College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

License Grant. The following licenses are referred to herein collectively as the "Licenses".

Site License. College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the schools.

Schools' Compliance with License Terms. Client shall be responsible for the schools' compliance with the terms of all Licenses.

Access to SpringBoard. Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

Restrictions on Use. Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, delete, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

Service Providers. College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

Client Obligations. Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).

Client shall notify College Board of any changes to school participation, student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order.

Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

Client Representations. Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

General Disclaimer. COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

Data Protection. College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain, and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure, and available to only authorized users.

College Board may use de-identified data: to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

Security Measures. To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

Notice. In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30-calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

Use of Cookies.

A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

SpringBoard Updates. Content Revision. College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement. College Board also reserves the right, in its sole discretion to make changes to the Products during the term of this Agreement. College Board shall provide Client with at least ninety (90) days prior written notice of any Product changes

Proprietary Rights.

College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast, or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites, and social media sites) or other networked computer environment is prohibited without prior written permission from College Board. Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating, or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials, or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood, or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: STUDENT PARTICIPATION IN THE SOUTHWESTERN COLLEGE'S Y.E.S. ACADEMY, SUMMER 2023

BACKGROUND INFORMATION:

The Youth Excellence and Success (Y.E.S.) Academy at Southwestern College provides options for families to enroll their entering 4th-12th grade students into a variety of summer academic and enrichment courses.

The Y.E.S. Academy offers challenging & enriching courses that allow students to learn something new or refine their skills through projects, practice, discussions, and hands-on experiences. Each course provides students with a new and unique experience in a college atmosphere that promotes a well-rounded opportunity to learn through instruction and experiential learning.

Eligible students are those who are currently identified as Gifted or Talented and will be in grades 4th – 8th in the fall of 2023. Students can register for up to two courses, which are scheduled for June 12 through June 22, 2023. All courses will be in-person at the SWC main campus located at 900 Otay Lakes Road, Chula Vista.

Cost implications include: ▪ Registration fees, ▪ lunch boxes, ▪ T-shirts for participating students, ▪ transportation services, and ▪ compensation for a District chaperone.

RECOMMENDATION:

Approve the participation of approximately sixty Gifted and Talented students in grades 4th-8th at the Southwestern College's Y.E.S. Academy at the total cost of \$30,000.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #3: School Culture and Student Engagement. – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$30,000.00

(Amount)

ELO-P Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Summer Program 2023



Y.E.S. Academy 4th – 6th Grade Course Offerings



CARTOON CHARACTER SKETCH

Students will learn how to draw traditional and non-traditional cartoon characters by applying foundational art techniques, while drawing caricatures from historical cartoon characters. The traditional techniques will be applied to various foundational concepts in art as students design their own characters and learn to develop a plot with the various characters sketched.

Instructor: Ed Roeters

Session I: June 12–June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

FILM MAKING: THE COMMERCIAL

Go behind the scenes or in front of the camera creating two commercials. You get to choose the product, service, or message! Filmmakers will participate in directing, cinematography, art directing, lighting, sound, and performing/improvising(optional).

Instructor: Alexis Duran

Session I: June 12-June 22, 2023

M-TH (7 classes)

Noon–2:30 pm

No classes: June 16, June 19, June 23

CONCERT BAND

Have fun this summer at Band Camp! If you already have an instrument and have a year of experience, come join us for Concert Band! Learn new music and make new friends through playing in a concert band. Each day we will work together to further our music making skills and instrument techniques! On the last day we will put on a free concert for your family and friends.

Instructor: Deborah Nevin

Session I: June 12-June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

MUSICAL THEATRE DANCE

Calling all Broadway stars in-the-making! Learn to dance choreographed pieces to hit Broadway musicals, while showcasing some acting skills. Learn proper techniques from experienced dance instructor Kyoko Jennings, while having fun and accomplishing something new each day. This course is open to all, whether you are new to dance or an experienced dancer. At the end of the session, perform your big musical number for families and friends!

Instructor: Kyoko Jennings

Session I: June 12-June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23

DISCOVERING PHILIPPINE CULTURAL MUSIC

Traditional Filipino music is reflective of the country's history as a melting pot of different cultures, both western and eastern. This fun and interactive course is an introduction to Philippine folk traditions through music. This course will support "The Art of Philippine Cultural Dance" class with a performance at the last class.

Instructor: Matthew Padrigan

Session I: June 12-June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

POTTERY: CREATING WITH CLAY

Pinch, pull, coil and slab, and have messy fun transforming a raw lump of clay into your most imaginative creations. Create dragons, birds, rhinos, or even make a cup or vase for a family member! This popular course features traditional techniques used in ceramics to make glazed pottery. All works will be fired by the instructor.

Instructor: Carrol Fleming

Session I: June 12-June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23

FUNDAMENTALS OF CODING

How does my video game know what to do? What is coding? This class will teach the basics of computer concepts to flow design to a finished written program. Students will understand how instructions will affect how computerized devices and vehicles are programmed and why.

Instructor: Erlito Elefante-Leano

Session I: June 12-June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

SELF-EXPRESSION: A ZINE MAKING PROJECTS

Zines (zeen-s) are a way for people to voice issues and topics that are important to them. Zines can contain comics, stories, recipes, drawings, poetry, pictures, interviews, diary entries, and any other kind of art. Zines are all about self-expression so the content can range to anything from education on social justice issues to your favorite bands; you decide. They often have a distinct "DIY" look and can be created in any size and shape. Zines have been a platform of expression - from comic book fans to artists to writers. They can be made individually or collectively. Anybody can make a zine!

Instructor: Ser Flores

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23

INTEGRATING MUSIC INTO SOCIAL EMOTIONAL LEARNING

Music can stimulate cognitive functioning as well as speech and language skills. In addition, it reduces distressed behaviors, stress and anxiety. This course will focus on teaching students to identify all kinds of emotions and express them through music while emphasizing social communication and interactions.

Instructor: Daniella Lara-Castellanos

Session I: June 12-June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

SPANISH MANGA

Through Manga, students will learn, practice, and acquire the basics of Spanish such as numbers, colors, adjectives as while exploring the Hispanic culture. Students will have the opportunity to develop and strengthen their communication skills in a new, fun, and interactive way. This course is designed to encourage creative thinking, boost self-esteem, and provide a sense of accomplishment.

Instructor: Carlos Castellanos

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23

MAXIMIZING YOUR HEALTH AND WELLNESS

Designed to promote health and wellness, students will take a closer look at the multiple dimensions of health including physical health, mental health, nutrition, and harm reduction regarding substance abuse. Through course materials, discussions, reflective journaling, and other individual and collaborative activities, students are invited to build community and learn about themselves.

Instructor: Erika Peralta

Session I: June 12-June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

THE ART OF PHILIPPINE DANCE

Wanting to explore a new culture? Have fun learning about the Philippine culture through folk dance history, language, and dance traditions. Students will explore the Filipino language and learn various folk-dance movements from across the Philippine Islands.

Instructor: Gemma Cabato

Session I: June 12-June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, and June 23



WRITER'S CAFÉ

For students enrolled in both AM & PM in-person classes

Made to bridge the gap between morning and afternoon courses, Writer's Café allows for students to enjoy their lunch on the Student Union Patio while journal writing, reading, drawing, or going on a short walk for "writer's inspiration" each day!



Y.E.S. Academy 7th – 8th Grade Course Offerings

CONCERT BAND

Have fun this summer at Band Camp! If you already have an instrument and have a year of experience, come join us for Concert Band! Learn new music and make new friends through playing in a concert band. Each day we will work together to further our music making skills and instrument techniques! On the last day we will put on a free concert for your family and friends.

Instructor: Deborah Nevin



Session I: June 12–June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

DISCOVERING PHILIPPINE CULTURAL MUSIC

Traditional Filipino music is reflective of the country's history as a melting pot of different cultures, both western and eastern. This fun and interactive course is an introduction to Philippine folk traditions through music. This course will support "The Art of Philippine Cultural Dance" class with a performance at the last class.

Instructor: Matthew Padriagan

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23



FILM MAKING: THE COMMERCIAL

Go behind the scenes or in front of the camera creating two commercials. You get to choose the product, service or message! Filmmakers will participate in directing, cinematography, art directing, lighting, sound and performing/improvising (optional). No experience is necessary. This course will take place both inside the classroom and outside (for filming).

Instructor: Alexis Duran

Session I: June 12–June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

FUNDAMENTALS OF CODING

How does my video game know what to do? What is coding? This class will teach the basics of computer concepts to flow design to a finished written program. Students will understand how instructions will affect how computerized devices and vehicles are programmed and why.

Instructor: Erlito Elefante-Leano

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 pm

No classes: June 16, June 19, June 23

MUSICAL THEATRE DANCE

Calling all Broadway stars in-the-making! Learn to dance choreographed pieces to hit Broadway musicals, while showcasing some acting skills. Learn proper techniques from experienced dance instructor Kyoko Jennings, while having fun and accomplishing something new each day. This course is open to all, whether you are new to dance or an experienced dancer. At the end of the session, perform your big musical number for families and friends!

Instructor: Kyoko Jennings

Session I: June 12–June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

INTEGRATING MUSIC INTO SOCIAL EMOTIONAL LEARNING

Music can stimulate cognitive functioning as well as speech and language skills. In addition, it reduces distressed behaviors, stress and anxiety. This course will focus on teaching students to identify all kinds of emotions and express them through music while emphasizing social communication and interactions.

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23

SPANISH MANGA

Through Manga, students will learn, practice, and acquire the basics of Spanish such as numbers, colors, adjectives as while exploring the Hispanic culture. Students will have the opportunity to develop and strengthen their communication skills in a new, fun, and interactive way. This course is designed to encourage creative thinking, boost self-esteem, and provide a sense of accomplishment.

Instructor: Carlos Castellanos

Session I: June 12–June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

MAXIMIZING YOUR HEALTH AND WELLNESS

Designed to promote health and wellness, students will take a closer look at the multiple dimensions of health including physical health, mental health, nutrition, and harm reduction regarding substance abuse. Through course materials, discussions, reflective journaling, and other individual and collaborative activities, students are invited to build community and learn about themselves.

Instructor: Erika Peralta

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23

SELF-EXPRESSION: A ZINE MAKING PROJECTS (COLLEGE FOR KIDS)

Zines (zeen-s) are a way for people to voice issues and topics that are important to them. Zines can contain comics, stories, recipes, drawings, poetry, pictures, interviews, diary entries, and any other kind of art. Zines are all about self expression so the content can range to anything from education on social justice issues to your favorite bands; you decide. They often have a distinct “DIY” look and can be created in any size and shape. Zines have been an underground platform of expression - from punks, to comic book fans, to graffiti artists. They can be made individually or collectively. Anybody can make a zine!

Instructor: Ser Flores

Session I: June 12–June 22, 2023

M-TH (7 classes)

9:00 a.m.–11:30 a.m.

No classes: June 16, June 19, June 23

THE ART OF PHILIPPINE DANCE

Wanting to explore a new culture? Have fun learning about the Philippine culture through folk dance history, language and dance traditions. Students will explore the Filipino language and learn various folk-dance movements from across the Philippine Islands.

Instructor: Gemma Cabato

Session I: June 12–June 22, 2023

M-TH (7 classes)

Noon–2:30 p.m.

No classes: June 16, June 19, June 23



WRITER'S

Café

For students enrolled in both AM & PM in-person classes

Made to bridge the gap between morning and afternoon courses, Writer's Café allows for students to enjoy their lunch on the Student Union Patio while journal writing, reading, drawing, or going on a short walk for “writer's inspiration” each day!

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE AGREEMENT WITH COMMON GOAL SYSTEMS, INC. FOR THE TEACHEREASE PROGRAM FOR THE MIDDLE SCHOOLS

BACKGROUND INFORMATION:

The TeacherEase program helps implement Standards-based learning and differentiated instruction in the classroom. For teachers and organizations, Standards-based education is a substantial change and requires significant effort. TeacherEase supports this process by providing world-class tools that make Standards-based practices easier. TeacherEase also helps implement Standards-based learning and differentiated instruction in the classroom by providing world class tools that make practices easier. Finally, this program supports traditional and Standards-based grading, helps teachers save time, communicate with parents, and improve student performance.

Educational Services is requesting approval to renew the TeacherEase Program for our two Middle Schools for the 2023-24 school year.

Cost implications include access for teachers and administrators as indicated below:

<i>School</i>	<i>Teachers</i>	<i>Administrators</i>	<i>Total Cost</i>
San Ysidro Middle	35	4	\$4,596.84
Vista Del Mar Middle	21	6	\$3,470.73
<i>Total</i>			\$8,067.57

RECOMMENDATION:

Approve the purchase agreement with Common Goal System, Inc. for the TeacherEase Program to serve as a parent communication portal for San Ysidro Middle and Vista Del Mar Middle Schools at the total cost of \$8,067.57 from the Supplemental and Concentration Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Goal 5: Parent Engagement – Action 5.4: Improve home-school communication including improving websites, providing information on student academic progress, and notifying parents of district and school events. Including providing access to families with primary language support and modes for access.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

\$8,067.57
(Amount)

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

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**



COMMON GOAL
SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4246

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	San Ysidro Middle School
District:	San Ysidro School District
Address:	4345 Otay Mesa Rd
City, State, Zip:	San Ysidro CA 92173
Phone:	619-428-5551

Services				
Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	35	\$122.04	\$4,271.40
2	Admins	4	\$81.36	\$325.44
Total:				\$4,596.84

Period
Start Date: 7/1/2023
End Date: 6/30/2024

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name: Title: Email: Signature: Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com



COMMON GOAL
SYSTEMS INC

Common Goal Systems, Inc.
P.O. Box 392
Lake Forest, IL 60045
Phone: (630)592-4200
Fax: (630)566-4202
FEIN #36-4471064 W-9

Subscription Order Form

Order Form #4245

In accordance with the Common Goal Systems Terms of Service (version 3/2021), the school or district below ("the School") offers to enter into agreement with Common Goal Systems, Inc ("CGS") for the services ("Services"), period ("Period"), and payment terms ("Payment Terms") listed below.

The School	
School Name:	Vista del Mar Middle
District:	San Ysidro School District
Address:	4885 Del Sol Blvd.
City, State, Zip:	San Diego CA 92154
Phone:	619-661-0457

Services				
Item #	Description	Paid Licenses	Yearly Unit Fee	Yearly Fee
1	TeacherEase	21	\$139.47	\$2,928.87
2	Admins	6	\$90.31	\$541.86
Total:				\$3,470.73

Period
Start Date: 7/1/2023
End Date: 6/30/2024

Payment Terms
Due Upon Receipt

The undersigned, an authorized representative of the School, agrees to the Common Goal Systems Terms of Service (version 3/2021).

Name:
Title:
Email:
Signature:
Date:

Instructions	
1	Complete and sign this order form
2	Attach a check or purchase order. Make checks payable to "Common Goal Systems, Inc."
3	Return to Common Goal Systems, Inc. P.O. Box 392 Lake Forest, IL 60045 Fax: (630)566-4202
4	If you have questions, call 630-592-4200 x150 or email jgranda@common-goal.com



Common Goal Systems Terms of Service (version 3/2021)

This agreement is made and entered into by Common Goal Systems, Inc ("CGS"), an Illinois Corporation with its principal place of business at 188 Industrial Drive, Elmhurst, Illinois 60126, and the School for the Services, Period, and Payment Terms as defined in the Subscription Order Form. The Subscription Order Form and Common Goal Systems Terms of Service (version 3/2021), when accepted, constitutes the entire agreement ("Agreement") between the parties.

The School: When the School is referenced in this agreement, all terms referenced shall apply to any and all users from the School, which may include administrators, professionals, teachers, employees, and agents from the School. The School is responsible for its users' conformance to the agreement.

As Is: The School understands that the Services are provided "as is." CGS will make its best effort to maintain a properly functioning system and will respond to any malfunction as expeditiously as possible under the circumstances in existence when the non-conformance occurs. CGS makes no guarantee that the users and/or subscribers will not experience downtime, malfunction or problems due to network issues, software bugs, system failures, and/or unforeseen circumstance outside the control of CGS.

Third Party Fees: The Services need to be accessed via the Internet, the School is responsible for maintaining the infrastructure required to access the Services, at its own expense.

Payment: The Total Yearly Fee is due in full as specified by the Payment Terms. When applicable, CGS will handle payments through its partner, WePay, as a third party, in which all parties are subject to its [Privacy Policy](#) and [Terms of Service](#). In the event the School fails so to pay, CGS reserves the right to cancel immediately this Agreement in its entirety, suspend the Services, and seek full remedies for the School's default.

Privacy: The Services store data of a confidential nature. The School owns this data and CGS interacts with it as an agent of the School. CGS may inspect certain confidential information for the purpose of system maintenance and to verify correct system operation. CGS will not knowingly disclose or disseminate any confidential information to third parties without prior written consent of the School, or as required by law. CGS will not serve advertising to its users.

Collection of Data From Children under age 13: The Child Online Privacy Protection Act (COPPA) requires parental consent for online collection of personal information from children under 13. The School acting as an agent of parents grants consent to CGS to collect children's personal information for educational purposes only. CGS is not allowed to use or disclose personal information for non-educational purposes.

Services to Schools: CGS, through one or more products, provides enterprise data management software to schools and school districts. As part of these services, the school provides certain data covered under the Illinois Student Online Personal Protection Act (SOPPA). These data may include, but are not limited to, student demographic information, education records, discipline records, and other personally identifiable information.

Security: The Services have been designed to withstand breaches in the system from unknown entities. CGS will maintain the technical security of the Services to prevent unauthorized viewing of data; unauthorized modification of data; and denial of service to the user base.

In the unlikely event of a security breach into the Services, CGS, at its own expense, will undertake an investigation of the incident, make best efforts to remedy any security flaws that allowed unauthorized access, notify affected parties as required by law, and provide a summary report at the conclusion of the investigation. In the case of breach, the School may also incur expenses, which will be the sole responsibility of the School. CGS encourages the School to purchase insurance to cover any expenses from a breach.

Password Protection: Each user of the School will receive an account and password to access the Services. The School is responsible for maintaining the confidentiality of the account and password information. The School is fully responsible for all activities that occur under its password or account and by its users. The

School understands and accepts that CGS cannot be held liable for any loss or damage arising from the School's failure to comply with this paragraph.

Data Integrity: The Services are regularly backed up. In the unlikely event that the Services should experience system failure, CGS will make its best efforts to return the system to its exact state as it existed prior to the failure. In the event this is not possible, the most recent backup will be restored. The School understands that such loss of data can occur.

System Availability: The Services have been designed to provide a highly available environment. However, the Services may become temporarily unavailable due to upgrades, system maintenance or unforeseen technical issues. In these instances, CGS will make its best effort to return the system to its functioning state as soon as feasible. The School understands and accepts that said temporary system unavailability may occur throughout the duration of this Agreement.

Responsibility for Content: The Services function as a communication device between the School and surrounding communities. The content of these communications are the sole responsibilities of the users from which this content originated. CGS does not control the content posted and, as such, does not guarantee the accuracy, integrity or quality of such content. CGS will not be liable in any way for content.

No subscriber, customer or user may upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way content, software or other material that is protected by copyright or other proprietary right, without obtaining any required permission of the owner. Any material shared by the Service must conform with the Content Sharing Agreement (version 10/2013).

Member Conduct: Users shall not explore the Services and attempt to find security weaknesses. Any attempt to "hack" into the Services will result in suspension of the user's privileges and notification of the School.

Modifications to the Services: In an effort to improve quality, reliability, performance and features, CGS shall make changes to the Services throughout the duration of this Agreement. CGS reserves the right to modify the Services without notice. CGS shall not be liable for any modification, suspension or discontinuance of the Services or any part of the Services. CGS will make the final decision as to any/all changes made to the Services.

Indemnity: The School agrees to indemnify and hold CGS and its officers, agents, employees, and other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of its use of the Services, security breach, and any of the subject matter set forth in this Agreement.

Extension of Agreement: On or before the end of the Period, CGS may invoice the School for an additional calendar year of the Services. The fees may be the same or may increase up to 10% annually to reflect the current pricing of the Services. If the School chooses to pay the invoice, the School will receive the Services for an additional calendar year under the existing terms of the Agreement.

Deletion of Data: Should the School choose not to extend the Agreement, they can request deletion of their data from the Service, which will be performed within 90 days. Their data will also exist in backups (referenced in "Data Integrity" above) commingled with all other CGS customers' data. Backups are primarily stored offline, but may be restored onto internal servers (not accessible from the Internet) from time to time. Due to the backups technical nature, it is not feasible to remove a single School's data from the backups. As a consequence, the School's data will exist in CGS backups until the backups are destroyed, typically after 7 years.

SOPPA Agreement Publishing: For Illinois public school districts, if the School maintains a website, they must publish the Common Goal Systems Terms of Service (version 3/2021) on their website. If not, a copy must be available for inspection by the general public at its administrative offices.

Disclaimer of Warranties: The School expressly understands and agrees that the use of the Services is at its sole risk. The Services are provided on an "as is" basis. CGS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, or fitness for a particular purpose and non-infringement. CGS makes no warranty that: 1) the Services will meet your requirements; 2) the Services will be uninterrupted, timely, secure or error-free; 3) the information obtained from the Services will be accurate or reliable; and 4) any errors in the Services will be corrected. No advice or

information, whether oral or written, obtained by the School from CGS or through or from the Services shall create any warranty not expressly stated in this Agreement.

Limitation of Liability: The School expressly understands and agrees that it will not hold CGS liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from: 1) the use or the inability to use the Services; 2) the cost of procurement of substitute services; 3) unauthorized access to or alteration of the School's data; and/or 4) any other matter relating to the Services. Without waiving the foregoing limitation of liability, in the event the School should pursue any cause of action under this Agreement involving CGS, at CGS's discretion it may terminate the Agreement by refunding the subscription fee paid for the current year.

General Information: The terms of this Agreement constitute the entire agreement between the School and CGS and govern the School's use of the Services, superseding prior agreements between the parties. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. The School and CGS agree to submit to the personal and exclusive jurisdiction of the state court located within the County of DuPage, Illinois or if the claim is federal in nature, to the Northern District of Illinois. The failure of CGS to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The School agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Attorney Review: The parties understand and agree that they have had the opportunity to review this Agreement with an attorney and have read and fully understand the content and the terms set forth in this Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro Middle School
Manuel Bojorquez, Principal

Informational
 Action

AGENDA ITEM: LICENSE AGREEMENT WITH NEARPOD, INC. FOR A PREMIUM SUBSCRIPTION ACCESS FOR SAN YSIDRO MIDDLE SCHOOL

BACKGROUND INFORMATION:

Nearpod offers rich hybrid learning by making it easy to combine media and provides assessments tools Nearpod is an online tool that allows teachers to use slide-based teaching both in the classroom and remotely thanks to a hybrid layout. Teachers can create different interactive learning resources that allow students to engage and learn via their device or a single screen in the room. Nearpod is also useful as a formative assessment tool and can output student efforts in easy-to-analyze graphs and charts for a clear snapshot of progress.

The Principal at San Ysidro Middle School is requesting approval to renew the license agreement with Nearpod Inc. for the 2023-24 school year.

RECOMMENDATION:

Approve the license agreement with Nearpod, Inc. for the Subscription Access for San Ysidro Middle during the 2023-24 school year at the total cost of \$6,047.00 from the Title I funds.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.14: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

9259

\$6,047.13

(Amount)

Title I Funds

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

Superintendent's Office Certification:

Sales Order For:		Contact Information:	
Account	SAN YSIDRO MIDDLE SCHOOL	Company Name	Nearpod Inc.
Address	4345 OTAY MESA RD SAN YSIDRO, California 92173 UNITED STATES	Address	1855 Griffin Road A-290 Dania Beach, FL 33004
Contact	Mayura Vongsavath	Nearpod Contact	Kristin Matthews kristin.matthews@nearpod.com
		Company Phone	305-677-5030
Service Start:	07/01/2023	Please Note: If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.	
Service End:	06/30/2024		
Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.			

PRODUCTS

Product	Quantity	Total
Nearpod Premium Plus - School	520 - Students	\$6,047.13
	Total	(USD) \$6,047.13

Product Description Detail

Nearpod Premium Plus - School

Nearpod Premium Plus - School:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Terms

This Sales Order is valid until:
Service will run from 07/01/2023 until 06/30/2024, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$6,047.13.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Payment? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

_____ Please provide email address to receive secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Department Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: LICENSE AGREEMENT WITH EXPLORELEARNING, LLC

BACKGROUND INFORMATION:

ExploreLearning was founded in 1999 by educators looking for new ways to inspire students and help them succeed. They make innovative Math and Science online solutions that are fun to use and really work, like Gizmos, Reflex and Science4US.

Gizmos are online simulations that excite curiosity and invite interaction. ExploreLearning has over four hundred Gizmos in its library covering topics and concepts in science for grades 3-12. Gizmos help students dig deeper into subjects and really understand challenging concepts with virtual labs. STEM Cases engage students with real-world problems and virtual guided-inquiry activities.

The Educational Services Department is requesting approval to renew this license agreement for the school year 2023-24 as recommended by our middle school Science teachers.

RECOMMENDATION:

Approve the renewal of the license agreement with ExploreLearning, LLC for the Gizmos online solution as a supplemental Science program for middle school students at the cost of \$4,108.00 from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

\$4,108.00
(Amount)

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

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

ExploreLearning®

ExploreLearning Gizmos
 For: San Ysidro School District
Presented to: Luis Ramos,
By: Courtney Taffe
Proposal Expires on: August 31, 2023

Quantity	Unit	Product	Months	Total
1	Package	One (1) included webinar training for up to 40 participants.	12	\$0.00
1,040	Students	District Gizmos Science Dept License	12	\$4,108.00

Total: \$4,108.00

Multi-year Discounts		Savings of
3 YEARS	\$11,091.60	\$1,232.40
2 YEARS	\$7,805.20	\$410.80

This proposal presented on May 12, 2023 is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: ExploreLearning.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps

Please contact Courtney Taffe at 866-882-4141, ext. 302 or courtney.taffe@explorellearning.com for more information on any aspect of this proposal (#Q-238483).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorellearning.com, please CC courtney.taffe@explorellearning.com to streamline processing

Fax to: 434-220-1484

Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902



To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

CONTACT

Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: Luis Ramos
Title: Director of Educational Services
Email: luis.ramos@sysdschools.org
Phone: (619)428-4476 Ext. 3071

WORKSHOP DETAILS

Provide us some details for your workshop(s):

of Teachers: 10
of Teachers who are new to the product: _____
of Teachers who are experienced with the product: _____

TECHNOLOGY

Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Additional Notes

Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: EDUCATIONAL FIELD TRIPS FOR THE EXTENDED SCHOOL YEAR (ESY) PROGRAM

BACKGROUND INFORMATION:

Extended School Year (ESY), a program that is offered to students with special needs per their IEP, will be conducting fieldtrips to the Chula Vista Elite Athlete Training Center located at 2800 Olympic Parkway, Chula Vista, CA 91915, on June 21 and 22, 2023.

The purpose of these trips is to increase the students' socialization and recreation/leisure and sports skills that are so important in the social development of every student with special needs. The follow-up activities, after the completion of these field trips, will elicit the students' impressions of the park. Parents will also be informed about the children's behavior in the park, to encourage them to increase their own child's involvement in other social and recreational activities at home. Students will be well supervised.

Cost implications include: \$600.00 for transportation services.

RECOMMENDATION:

Approve the field trips and student participation at the Chula Vista Elite Athlete Training Center for students attending the Extended School Year Program at the cost of \$600.00 to be paid from the Special Education Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$1,800.00

(Amount)

Special Education Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

Informational
 Action

AGENDA ITEM: LICENSE SUBSCRIPTION WITH DELTAMATH SOLUTIONS, INC. FOR THE DELTAMATH PLUS ONLINE MATH PRACTICE

BACKGROUND INFORMATION:

DeltaMath has long been a free online tool used to give automatic and detailed feedback to students for Math practice on over 1,400 different math problem types. Given the current health crisis, this immediate feedback is more important than ever. DeltaMath Plus has newer features that give teachers a lot more flexibility in creating assignments, attaching videos to assignments, and creating online tests and writing new questions on DeltaMath.

The Principal at Vista Del Mar Middle School is requesting approval to renew the DeltaMath Program for the 2023-24 school year.

Cost implications include: \$900.00 for the 23-24 Integral School License

RECOMMENDATION:

Approve the license subscription with DeltaMath Solutions, Inc. for the renewal of the DeltaMath Plus program at Vista Del Mar Middle School at the total cost of \$900.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Action 1.19: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

\$900.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial

Certification Requested Yes No

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com



Quote

ADDRESS

Irene Herrera-Cevallos
Vista Del Mar
4885 Del Sol Blvd.
San Diego, CA 92154

QUOTE # 27150
DATE 05/06/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	23-24 INTEGRAL School License	Schoolwide license for DeltaMath INTEGRAL, SY 23-24 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portals, print to pdf, student upload of notes, integrations, and additional features.	1	900.00	900.00

Schools covered by this license:
Vista Del Mar

*Approximately 450 students

Integrations: Clever

Please send PO's electronically
to: orders@deltamath.com

W9: <https://www.deltamath.com/files/w9.pdf>

SUBTOTAL	900.00
TAX	0.00
TOTAL	USD 900.00

Accepted By

Accepted Date

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

Informational
 Action

AGENDA ITEM: PURCHASE OF THE JUNIOR SCHOLASTIC DIGITAL SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Junior Scholastic shows students how civics, history and geography impact their lives and give them a deeper understanding of America, the world, and their place in it.

Benefits of Junior Scholastic:

- Access an Online Library of Fascinating Stories ~ and add optional print magazines, delivered to your school year long.
- Use the Flexible Digital Teaching Tools with any LMS ~ to transform every story into an engaging lesson that meets the needs of every reader.
- Create an Exciting Learning Environment ~ that ignites student interest and inspires civic action.

The Principal at Vista Del Mar Middle School is requesting approval to purchase the Junior Scholastic 1-Year Digital subscription, which will give access to up to 200 students. Scholastic Classroom Magazines are intended for classroom use, in both onsite and remote learning settings.

RECOMMENDATION:

Approve the purchase of the Junior Scholastic 1-Year Digital subscription for Vista Del Mar Middle School at the total cost of \$1,530.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement - Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$1,530.00

(Amount)

Title I Fund, Goal 1

(Name of funding source and/or location)

Recommended for: Approval Denial

Certification Requested Yes No

Quote Prepared by: Michelle Isacson
Q-164917

Tuesday, April 25, 2023

SCHOLASTIC CLASSROOM MAGAZINES 2023-2024 QUOTATION

VISTA DEL MAR MIDDLE (1027383)
IRENE HERRERA CEVALLOS
4885 DEL SOL BLVD
SAN DIEGO, CA 92154-8401

P.O. #

Teacher Name	Item #	Product Title	Promo	Quantity	Price	Ext. Price
IRENE HERRERA CEVALLOS	420	DIGITAL JUNIOR SCH	6419	200	\$7.65	\$1,530.00
			Total Quantity	200	Subtotal	\$1,530.00
					(S+H):	\$0.00
					Price Total:	\$1,530.00

Sales tax added to invoices where required by law

Prices shown reflect an Educator's Discount, available on Print with Digital subscriptions when ordering for 10* or more students and on Digital-Only subscriptions for 20 or more students. Print with Digital orders include student copies, desk copy, Teacher's Guide, and online resources with every issue. You may adjust the number of subscriptions later if your class size changes. Science Spin is not available separately. It is only available as an add-on to Let's Find Out and/or Scholastic News subscriptions, in matching quantities.

*For 5 or more students when ordering My Big World, Let's Find Out, and/or Let's Find Out Spanish.

You are authorized to distribute online access only to the number of students for whom you have purchased subscriptions. You are not permitted to share passwords, access codes, or any login information with non-subscribers. A 10% shipping and handling charge will be added to your entire order for all Print with Digital subscriptions.

Additional Comments

Order Instructions

You can use this quote as a place holder for your budget or to generate your purchase order.

When orders are final, bill () Teachers () School () District Send invoice attention: _____

For your protection, please do not include credit card information in writing. If you wish to order using a credit card, please order by phone using the number below

To order by telephone: 1-800-387-1437 ext.6339 To order by fax: 1-877-242-5865.

To order via email: eprocurement@scholastic.com

To order by mail, note any quantity changes and send this form to:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Vista Del Mar Middle School Informational
Irene Herrera-Cevallos, Principal Action

AGENDA ITEM: RENEWAL OF THE TEACHERS PAY TEACHERS (TPT) SCHOOL ACCESS
SUBSCRIPTION FOR VISTA DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

Teachers Pay Teachers (TpT) School Access is a subscription for U.S. K-12 schools that gives teachers immediate access to a comprehensive library of more than three million TpT resources. The Subscription to Teachers Pay Teachers will equip educators with access to the resources and digital tools they need to teach at their best in any learning environment. Through TpT resources, teachers can connect to the expertise of other educators to teach at their best and inspire every student.

The Principal at Vista Del Mar Middle School is requesting approval to renew the TpT 1-year subscription for the 2023-24 school year. This subscription will give access to up to 30 users plus 400 licenses for Easel and Flex Catalog and professional development.

RECOMMENDATION:

Approve the renewal of the Teachers Pay Teachers 1-year subscription for Vista Del Mar Middle School at the total cost of \$4,125.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #16: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$4,125.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

Company: Teacher Synergy LLC
Send Purchase Order to:
 Attn: School Purchasing Department
 PO Box 1411
 New York, NY 10276

Date Issued: 03/03/2023
Expiration Date: 07/28/2023

Send Payment to:
 Teacher Synergy LLC
 75 Remittance Drive – Department 6759
 Chicago, IL 60675-6759

SUBSCRIBER DETAILS:

Customer: Vista Del Mar Middle School
 4885 DEL SOL BLVD
 SAN DIEGO, CALIFORNIA, 92154

Sales Representative	TpT Quote ID
Sarah Kees sarah.kees@teacherspayteachers.com	Q036253

Account Contact:

Name: Irene Herrera-Cevallos
Email Address: irene.herrera-cevallos@sysdschools.org

Invoicing Contact:

Name: Irene Herrera-Cevallos
Email Address: irene.herrera-cevallos@sysdschools.org

SUBSCRIPTION DETAILS:

USERS	SERVICE TERM(S)
Up to 30	Start Date: 07/21/2023 End Date: 07/20/2024 Months: 12

SERVICE	FEE
400 Resource Licenses Per Year + Easel + Flex Catalog	4,125.00

ADDITIONAL SERVICES:

SERVICE	LIST PRICE	DISCOUNT	PRICE
Professional Development	\$500	100%	\$0

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Frequency*	Up Front/ Annual
Payment Method	Check
Currency	USD

*If Payment Frequency is Annual, each Term will be billed separately. Fees for the applicable Term will be invoiced at the start of the Term.

SUBTOTAL	4,125.00
Estimated Tax*	Tax Exempt
TOTAL	\$4125

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (If applicable, for reference only)
[Empty space for PO #]

Authorized Signature

Name: _____

Title: _____

Date: _____

Terms & Conditions:

This Quote and your use of the TPT School Access Services is governed by our TPT School Access Subscription Terms ("Terms") found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and any incorporated policies (such as our Privacy Policies) form the "Agreement". The Subscription Term length is indicated above by the number of months listed in the Service Term table herein. If this is a purchase of a multi-year Subscription, the Subscription will be represented as a multiple of 12 month Terms as indicated (the "Subscription Commitment"), where access to the TPT School Access Platform renews every 12 months (for the number of users and the number of Resource Licenses designated herein) for the number of 12 month Subscription Terms indicated. The Platform Fee covers standard platform features currently available. TPT may introduce additional features available at an additional cost during the course of Subscription Commitment that Customer may be able to purchase by executing a Quote for such additional services and paying applicable fees. By signing this Quote, Customer agrees to be bound by the Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: SERVICES FROM EDUPOINT EDUCATIONAL SYSTEMS, LLC – UPDATE OF STUDENT REPORT CARDS FOR ELEMENTARY

BACKGROUND INFORMATION:

The current report cards for our elementary schools were created and uploaded into Synergy in 2018 by Edupoint Educational Systems, LLC. The report cards need to be updated to remove a grade option for a Mathematics strategy that does not require it.

Cost implications include \$2,250.00 to edit the twenty-eight versions of the report cards, which include regular and Dual language in English and Spanish.

RECOMMENDATION:

Approve the services from Edupoint Educational Services, LLC to update the current elementary student report cards at the cost of \$2,250.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.2: Continue to utilize current data, student information, and destiny systems. Assess and evaluate systems to determine effectiveness.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



1955 South Val Vista Drive, Suite 200
Mesa, Arizona 85204
Price Quote

Date: 5/19/2023
Quote Number: 20230519-1
School District: San Ysidro School District
Carolina Jaime
Data Reporting Analyst
4350 Otay Mesa Rd
San Ysidro, CA 92173
619-428-4476 ext. 3074
Carolina.jaime@sysdschools.org

Statement of Work: Edit 28 (kinder- 6th grades) Regular (English & Spanish), Dual (English & Spanish) Report Cards

Date(s): 6/30/2023

Specialist: Gregorio Yglecias

Fee:	1 ½ Day at \$1,500 per day	\$2,250
		<hr/>
		\$2,250

Estimated completion date is dependent upon receipt of the signed quote no later than June 2, 2023.

If applicable, Sales Tax will be applied.
The District will be invoiced as services are performed.
The District will be responsible for all travel expenses incurred for service days. Travel services will be billed as incurred.
If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

A Purchase Order is needed along with this signed quote to proceed.

Acceptance

District Representative

Date

May 19, 2023

Edupoint Representative

Date

This quotation is valid for thirty (30) days, unless otherwise extended in writing by an authorized representative of Edupoint Educational Systems, LLC.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services,
Russell Little, Assistant Superintendent

Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS

BACKGROUND INFORMATION:

In order to stay in compliance with State, Federal and local laws, our staff at the different sites and/or departments will participate in diverse professional developments throughout the year. These trainings/conferences and/or workshops will give our staff the opportunity to be better prepared and will reflect in the academic success of our students.

The following is a list of professional developments up for the May 30, 2023, Board meeting:

- ACSA 2023 Lead with Pride Summit
- Construction Basics and Accounting
- Inspire Awards 2023
- LEO 7th International Virtual Conference
- PLTW Teacher Certification
- Proximity, Redirection Ongoing Monitoring, Prompt and Teaching – P.R.O.M.P.T.
- UCSD: Bringing Teacher Voice to Using MDTP Formatively
- University of Georgia – Professional Translator in Education Certificate
- Youth Mental Health First Aid

Cost implications might include Registration fees, lodging, parking, meals, mileage, and substitute teacher compensation, as needed.

RECOMMENDATION:

Approve/Ratify the attendance and participation of District staff to the different professional developments, as attached.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement – Actions: 1.15, 1.16 and 1.25 – Goal 2: English Language and Academic Language Development – Action: 2.4 – Goal 4: Social Emotional Well-being and Mental Health – Action 4.7

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

APPROXIMATE COST

\$14,436.5

(Amount)

General, Title I PD and Special Ed. Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – May 30, 2023

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Marlo Vasquez	ACSA 2023 Lead with Pride Summit	San Diego	May 3-5, 2023	\$7,500.00 (Registration & meal reimbursement)	General Fund
Jose Iniguez	Construction Basics and Accounting	Online	May 23, 2023	\$275.00	General Fund
Irene Lopez, Zenaida Rosario, Gina Potter, Jose Iniguez, Russell Little, Luis Ramos, Efrain Burciaga, Francisco Mata, Elva De Baca, Patty Burch, Juanita Nunez, Leticia Lemos, Thelma Sotelo, Veronica Hernandez, Allison Reik, Rudy Constantino, Melissa Hasemyer, Janell Wright, Vanesa Murphy, Liana Davis, Elizabeth Originales, Socorro Santos	Inspire Awards 2023	San Diego	May 18, 2023	\$220.80 (18 complimentary tickets from the Classroom of the Future Foundation)	General Fund
Elmy Flores	LEO 7 th International Virtual Conference	Online	June 22-23, 2023	\$80.00	General Fund
Veronica Hernandez, Janell Wright	PLTW Lead Teacher Certification	Online	July 10-11, 2023	\$3,000.00 (Registration + teacher compensation)	Title I PD Fund

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Carolina Hernandez	Proximity, Redirection Ongoing Monitoring, Prompt and Teaching – P.R.O.M.P.T.	Online	May 17, 2023	\$100.00 (Teacher compensation)	Title I PD Fund
Carmen Blanco, Juan Molina, Mei-Ling Murray, Alicia Luna, Marisela Lozano	UCSD: Bringing Teacher Voice to Using MDTP Formatively	San Diego	May 20, 2023	\$1723.05	Title I Site Fund
Elmy Flores, Pablo Sains-Garibaldi	University of Georgia - Professional Translator in Education Certificate	Online	June 5-July 24, 2023	\$1,498.00	General Fund
Marianna Rochin	Youth Mental Health First Aid	SDCOE	May 31, 2023	\$40.00	Special Education Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

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.

Report #10 (April 1, 2023 through April 30, 2023):
▪ General Fund: 0000009772-0000009783, 0000009785-0000009790, 0000009792-0000009847, 0000009849, 0000009851-0000009863, 0000009865-0000009908, 0000009911-0000009924
▪ Child Development Fund ▪ 0000009909-0000009910
▪ Child Nutrition Fund: 0000009791, 0000009848
▪ Building Measure U Fund: 0000009784

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period April 1, 2023 through April 30, 2023. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$1,049,992.01

(Amount)

As listed above

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PURCHASE ORDER REPORT (04/01/23 - 04/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/3/2023	0000009772	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 376.32
4/5/2023	0000009773	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	3182001	4300000	022	\$ 420.44
4/5/2023	0000009774	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 11,904.90
4/5/2023	0000009775	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 480.59
4/5/2023	0000009776	004164	N2Y INC	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	\$ 5,474.85
4/5/2023	0000009777	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	\$ 60.50
4/5/2023	0000009778	002308	PRO ED	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 919.63
4/5/2023	0000009779	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	\$ 200.28
4/5/2023	0000009780	000146	LAKESHORE	INSTRUCTIONAL EQUIPMENT	0100	0490000	6400000	054	\$ 4,004.40
4/5/2023	0000009781	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 419.02
4/6/2023	0000009782	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 2,087.33
4/6/2023	0000009783	0000000960	AWARDS UNLIMITED	OFFICE SUPPLIES	0100	0000000	4300011	064	\$ 2,000.00
4/6/2023	0000009785	003211	EMPLOYMENT DEVELOPMENT DEPT.	CONTRACTED SERVICES	0100	0000000	5800010	071	\$ 1,666.93
4/6/2023	0000009786	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0490000	4300001	054	\$ 137.85
4/7/2023	0000009787	0000000779	TRAFERA, LLC	INSTRUCTIONAL MATERIALS	0100	0300020	4300000	020	\$ 17,755.50
4/7/2023	0000009788	004548	MONTGOMERY HARDWARE CO.	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 768.91
4/7/2023	0000009789	0000000947	PECHANGA RESORT & CASINO	CONFERENCE & TRAVEL FEES	0100	6266000	5200003	061	\$ 9,222.08
4/7/2023	0000009790	0000000904	BUILDING RESOURCES	PROFESSIONAL SERVICES	0100	9010040	5800010	080	\$ 205,653.60
4/10/2023	0000009792	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	4300007	070	\$ 655.00
4/12/2023	0000009793	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 411.24
4/12/2023	0000009794	0000000962	JUST LAB COATS	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	022	\$ 100.31
4/12/2023	0000009794	0000000962	JUST LAB COATS	INSTRUCTIONAL MATERIALS	0100	0300301	4300001	022	\$ 538.75
4/12/2023	0000009795	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,749.51
4/12/2023	0000009796	0000000249	GREATER SAN DIEGO READING	REGISTRATION FEES	0100	0000000	5200003	061	\$ 500.00
4/12/2023	0000009797	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	4127000	4300000	061	\$ 394.25
4/12/2023	0000009798	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300010	050	\$ 51.67
4/12/2023	0000009799	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	\$ 1,670.13
4/12/2023	0000009800	000809	OFFICE DEPOT	INSTRUCTIONAL MATERIALS	0100	0300212	4300000	012	\$ 547.24
4/12/2023	0000009801	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 307.43
4/13/2023	0000009802	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 2,087.33
4/13/2023	0000009803	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 222.14
4/13/2023	0000009804	0000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 1,745.55
4/13/2023	0000009805	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 512.07
4/13/2023	0000009806	002187	APPLE INC	INSTRUCTIONAL MATERIALS	0100	3214000	4300002	054	\$ 6,415.70
4/13/2023	0000009807	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 365.99
4/13/2023	0000009808	002711	ROCHESTER 100 INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	\$ 1,093.66
4/13/2023	0000009809	004678	AMAZON CAPITAL SERVICES	INSTRUCIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,542.52
4/13/2023	0000009810	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	025	\$ 2,489.35

PURCHASE ORDER REPORT (04/01/23 - 04/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/13/2023	0000009811	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 1,751.53
4/13/2023	0000009812	003309	PRINT TO MAIL DOCUMENT SYSTEM	OFFICE SUPPLIES	0100	0000000	4300000	025	\$ 294.99
4/13/2023	0000009813	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 892.48
4/13/2023	0000009814	004792	FUN AND FUNCTION, LLC	INSTRUCTIONAL MATERIAL	0100	6500200	4300001	054	\$ 92.24
4/13/2023	0000009815	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	\$ 793.59
4/13/2023	0000009816	004645	IMAGE ONE CORPORATION	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 888.20
4/13/2023	0000009817	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	025	\$ 843.14
4/14/2023	0000009818	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 874.83
4/14/2023	0000009819	001102	ORIENTAL TRADING COMPANY, INC.	INSTRUCTIONAL MATERIALS	0100	0300020	4300000	020	\$ 203.55
4/14/2023	0000009820	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	3010000	4300001	024	\$ 774.89
4/14/2023	0000009821	004620	SWINGSETMALL.COM	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 1,781.21
4/14/2023	0000009822	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL INCENTIVES	0100	3010000	4300001	024	\$ 890.44
4/14/2023	0000009823	000526	THE MASTER TEACHER	AWARDS AND INCENTIVES	0100	0000002	4300000	062	\$ 575.77
4/14/2023	0000009824	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	024	\$ 246.25
4/14/2023	0000009825	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	0000000	4300010	020	\$ 480.28
4/14/2023	0000009826	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	0100	2600000	4300001	061	\$ 257.21
4/14/2023	0000009827	0000000495	CROWN AWARDS	AWARDS AND INCENTIVES	0100	0000002	4300000	062	\$ 3,097.50
4/14/2023	0000009828	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 452.99
4/16/2023	0000009829	0000000779	TRAFERA, LLC	TECHNOLOGY EQUIPMENT	0100	3213000	4400000	067	\$ 46,101.76
4/16/2023	0000009830	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0300212	4300000	012	\$ 795.97
4/16/2023	0000009831	0000000674	MOBYMAX LLC	CONTRACTED SERVICES	0100	3010000	4300001	020	\$ 615.00
4/16/2023	0000009832	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 42.00
4/16/2023	0000009833	0000000267	MANO A MANO FOUNDATION	CONTRACTED SERVICES	0100	3010000	5800010	018	\$ 4,000.00
4/16/2023	0000009834	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 499.59
4/16/2023	0000009835	002771	SMART & FINAL	REFRESHMENTS	0100	0000000	4300000	012	\$ 300.00
4/16/2023	0000009836	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 568.79
4/16/2023	0000009837	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	8150000	4300011	070	\$ 1,254.89
4/16/2023	0000009838	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 430.50
4/17/2023	0000009839	0000000644	TRANSFINDER CORPORATION		0100	0982000	5800006	074	\$ 7,400.00
4/17/2023	0000009840	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 294.80
4/17/2023	0000009840	004678	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	\$ 697.79
4/17/2023	0000009841	002580	COOLE SCHOOL	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	\$ 2,122.40
4/17/2023	0000009842	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 2,354.35
4/17/2023	0000009843	0000000904	BUILDING RESOURCES	CONTRACTED SERVICES	0100	9010041	5800010	080	\$ 307,002.75
4/17/2023	0000009844	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 293.97
4/17/2023	0000009845	0000000952	BRIDGE THE GAP SPED, LLC	PROFESSIONAL SERVICES	0100	6500000	5800010	054	\$ 34,000.00
4/17/2023	0000009846	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 257.68
4/19/2023	0000009847	003292	STARFALL EDUCATION	CONTRACTED SERVICES	0100	6500000	4300001	054	\$ 355.00

PURCHASE ORDER REPORT (04/01/23 - 04/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/19/2023	000009849	000000966	PROCARE THERAPY	PROFESSIONAL SERVICES	0100	3305000	5800010	054	\$ 40,000.00
4/19/2023	000009851	000000968	KATARINA FRAY	PROFESSIONAL SERVICES	0100	3305000	5800010	054	\$ 30,000.00
4/19/2023	000009852	000000969	6CRICKETS INC	LICENSES	0100	2600000	5800006	061	\$ 6,750.00
4/19/2023	000009853	000000970	OMA'S PUMPKIN PATCH	INSTRUCTIONAL ADMISSIONS	0100	0490000	5800050	022	\$ 210.00
4/20/2023	000009854	000548	NEXT DAY PRINTED TEES	CONTRACTED SERVICES	0100	6546000	4300000	054	\$ 1,860.10
4/20/2023	000009855	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 495.62
4/20/2023	000009856	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	020	\$ 17,284.86
4/20/2023	000009857	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3214000	4300002	054	\$ 1,313.42
4/20/2023	000009858	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	016	\$ 1,565.50
4/20/2023	000009859	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0300212	4300000	012	\$ 54.85
4/20/2023	000009860	000000975	PEDRO GUERRERO	CONTRACTED SERVICES	0100	0300020	4300015	020	\$ 1,260.00
4/20/2023	000009861	000548	NEXT DAY PRINTED TEES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	050	\$ 860.89
4/20/2023	000009862	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300000	050	\$ 514.14
4/20/2023	000009863	000000763	CASCWA	REGISTRATION FEES	0100	5630000	5200003	050	\$ 3,150.00
4/20/2023	000009865	004678	AMAZON CAPITAL SERVICES	OFFICE MATEIRALS	0100	0000000	4300000	012	\$ 333.36
4/20/2023	000009866	000000486	4IMPRINT, INC.	OFFICE MATERIALS	0100	0000000	4300011	062	\$ 4,140.47
4/21/2023	000009867	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 186.39
4/21/2023	000009868	002355	I B TROPHIES & AWARDS	OFFICE AWARDS	0100	0300020	4300000	020	\$ 182.40
4/21/2023	000009869	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 210.57
4/21/2023	000009870	003722	PEARSON	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 548.23
4/21/2023	000009871	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 211.30
4/21/2023	000009872	000540	WESTERN PSYCHOLOGICAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300003	054	\$ 894.33
4/21/2023	000009873	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 214.04
4/21/2023	000009874	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3182001	4200000	022	\$ 44,116.60
4/21/2023	000009875	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 472.03
4/21/2023	000009876	002682	BENCHMARK EDUCATION COMPANY	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	012	\$ 551.68
4/21/2023	000009877	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6546000	4300000	054	\$ 126.72
4/21/2023	000009878	001725	SPINITAR/PRESENTATION PRODUCTS	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 4,068.84
4/21/2023	000009879	000778	SAFEWAY INC. -VONS DIVISION	INSTRUCTIONAL SUPPLIES	0100	2600000	4300001	061	\$ 500.00
4/21/2023	000009880	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6500000	4300001	054	\$ 249.73
4/21/2023	000009881	000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL SIPLIES	0100	3010000	4300001	018	\$ 2,649.38
4/21/2023	000009882	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	6500100	4300001	054	\$ 269.24
4/21/2023	000009883	000000772	ACADEMIC SUPPLIER	OFFICE SUPPLIES	0100	0000000	4300001	016	\$ 592.64
4/21/2023	000009884	002187	APPLE INC	TECHNOLOGY MATERIAL	0100	6500000	4300001	054	\$ 500.00
4/21/2023	000009885	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0490000	4300001	054	\$ 142.26
4/24/2023	000009886	001793	CABE	REGISTRATION FEES	0100	7425000	5200003	061	\$ 600.00
4/24/2023	000009887	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300011	062	\$ 59.86
4/24/2023	000009888	000775	REFRIGERATION SUPPLIES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 3,959.49

PURCHASE ORDER REPORT (04/01/23 - 04/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
4/24/2023	000009889	002622	CODESP	ANNUAL MEMBERSHIP	0100	0000000	5800010	062	\$ 2,400.00
4/24/2023	000009890	004678	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	0100	0000000	4300001	025	\$ 1,301.95
4/24/2023	000009891	002043	JONES SCHOOL SUPPLY CO., INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	018	\$ 119.90
4/24/2023	000009892	0000000779	TRAFERA, LLC	TECHNOLGY EQUIPMENT	0100	3213000	4400000	067	\$ (754,250.00)
4/24/2023	000009892	0000000779	TRAFERA, LLC	TECHNOLGY EQUIPMENT	0100	3213000	4400000	067	\$ 237,050.00
4/24/2023	000009892	0000000779	TRAFERA, LLC	TECHNOLGY EQUIPMENT	0100	3213000	4400000	067	\$ 517,200.00
4/24/2023	000009893	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	0000000	4300001	020	\$ 725.65
4/24/2023	000009894	001238	GOPHER SPORT	INSTRUCTIONAL EQUIPMENT	0100	0000000	4300001	018	\$ 731.62
4/24/2023	000009895	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 228.46
4/25/2023	000009896	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 815.40
4/25/2023	000009897	0000000495	CROWN AWARDS	AWARDS AND INCENTIVES	0100	0000002	4300000	062	\$ 331.78
4/26/2023	000009898	004678	AMAZON CAPITAL SERVICES	OFFICE MATERIALS	0100	0300020	4300000	020	\$ 108.01
4/26/2023	000009899	000146	LAKESHORE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	020	\$ 96.13
4/26/2023	000009900	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 4,556.65
4/26/2023	000009901	004628	FOLLETT SCHOOL SOLUTIONS,INC	LICENSE RENEWAL	0100	0000001	5800006	061	\$ 12,063.89
4/27/2023	000009902	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	022	\$ 572.90
4/27/2023	000009903	002730	ACP DIRECT	TECHNOLOGY SUPPLIES	0100	3010000	4300001	018	\$ 2,117.14
4/27/2023	000009904	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6546000	4300001	054	\$ 130.18
4/27/2023	000009905	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 41,705.15
4/27/2023	000009905	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 8,425.80
4/27/2023	000009906	004678	AMAZON CAPITAL SERVICES	AWARDS AND INCENTIVES	0100	0000002	4300000	062	\$ 5,574.41
4/27/2023	000009907	0000000854	SUN DIEGO CHARTER	CONTRACTED SERVICES	0100	5630000	5800017	050	\$ 1,800.00
4/27/2023	000009908	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	0100	0000000	4300015	018	\$ 1,131.00
4/27/2023	000009911	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	3010000	4300001	022	\$ 727.14
4/27/2023	000009912	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	3010000	4300001	022	\$ 2,087.33
4/27/2023	000009913	004678	AMAZON CAPITAL SERVICES	MAINTENANCE SUPPLIES	0100	8150000	4300007	070	\$ 100.18
4/28/2023	000009914	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 20,529.70
4/28/2023	000009915	0000000724	BorderLAN, Inc.	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 8,160.00
4/28/2023	000009916	0000000973	GOGUARDIAN	CONTRACTED SERVICES	0100	3010000	5800006	025	\$ 25,898.00
4/28/2023	000009917	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	022	\$ 584.69
4/28/2023	000009918	002355	I B TROPHIES & AWARDS	AWARDS AND INCENTIVES	0100	0000002	4300000	062	\$ 713.95
4/28/2023	000009919	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	6500000	4300011	054	\$ 1,770.87
4/28/2023	000009920	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	0100	6546000	4300001	054	\$ 110.87
4/28/2023	000009921	0000000872	E-W TRUCK & EQUIPMENT CO., INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 4,159.36
4/28/2023	000009922	000146	LAKESHORE	INSTRUCTIONAL MATERIALS	0100	6500000	4300001	054	\$ 579.30
4/28/2023	000009923	0000000876	ABIGAIL GOMEZ	CONTRACTED SERVICES	0100	0000000	4300000	050	\$ 950.00
4/28/2023	000009924	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	0100	2600000	4300001	061	\$ 293.31

PURCHASE ORDER REPORT (04/01/23 - 04/30/23)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account	
									Total for 0100	\$ 1,034,230.96
4/27/2023	0000009909	0000000035	TAQUIZAS LOS CHUCHYS	CONTRACTED SERVICES	1200	0300120	4300015	076	\$ 870.00	
4/27/2023	0000009910	004678	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES	1200	6105000	4300001	076	\$ 58.14	
									Total for 1200	\$ 928.14
4/7/2023	0000009791	0000000967	JIM COLEMAN LTD	CAFETERIA INCENTIVES	1300	5310000	4300011	085	\$ 405.88	
4/19/2023	0000009848	004678	AMAZON CAPITAL SERVICES	CAFETERIA SUPPLIES	1300	5310000	4300011	085	\$ 1,196.13	
									Total for 1300	\$ 1,602.01
4/6/2023	0000009784	0000000965	MURPHY PRINTING, INC.	CONTRACTED SERVICES	2133	9010300	5800010	300	\$ 13,230.90	
									Total for 2133	\$ 13,230.90
									Grand Total	\$ 1,049,992.01

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board **BOARD MEETING DATE:** May 30, 2023

VIA: Gina A. Potter, Ed.D. **FROM:** Informational
Superintendent Business Services Action
Marilyn Adrianzen, Chief Business Official

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, supporting documents such as contracts with the appropriate approvals and proof of receipt for the goods or services are collected. Invoices to be paid are submitted to the Business Services Department for payment processing. 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 April 1, 2023 through April 30, 2023 with checks #14-002821 through #14-010460 for a total expenditure of \$1,061,127.39 from the following sources:

- General Fund - \$878,870.60
- Child Nutrition Services- \$96,498.39
- Child Development Fund- \$6,500.00
- Building Fund Prop39-Measures U- \$79,258.40

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of April 1, 2023 through April 30, 2023 for a total expenditure of \$1,061,127.39. This includes all agreements along with those with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal No.: Base Services and Safety
2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications? Are funds for this item available in the 2022-2023 Budget? Requisition #

Yes No Yes No

(Amount) (Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report

4/1/23-4/30/23

879	Payee	Date	Warrant Amount	Fund	Description
14002821	MRC SMART TECHNOLOGY SOLUTIONS	4/6/2023	\$ 10,109.37	0100	MAINTENANCE AGREEMENT
14002822	XEROX FINANCIAL SERVICES	4/6/2023	\$ 9,274.25	0100	MAINTENANCE AGREEMENT
14002823	PROJECT LEAD THE WAY INC	4/6/2023	\$ 1,454.62	0100	INSTRUCTIONAL SUPPLIES
14002824	NAUMANN HOBBS MATERIAL	4/6/2023	\$ 147.45	0100	CONTRACTED SERVICES
14002825	ANIXTER INC.	4/6/2023	\$ 335.78	0100	MAINTENANCE SUPPLIES
14002826	CAL PACIFIC TRUCK CENTER ,LLC	4/6/2023	\$ 11,913.56	0100	CONTRACTED SERVICES
14002827	ACADEMIC SUPPLIER	4/6/2023	\$ 1,550.60	0100	OFFICE EQUIPMENT
14002828	THE STEPPING STONE GROUP	4/6/2023	\$ 11,124.92	0100	PROFESSIONAL SERVICES
14002829	THERAPYTRAVELERS	4/6/2023	\$ 6,990.00	0100	PROFESSIONAL SERVICES
14002830	TANYA KELLER	4/6/2023	\$ 4,830.00	0100	PROFESSIONAL SERVICES
14002831	T-MOBILE	4/6/2023	\$ 3,296.50	0100	CONTRACTED SERVICES
14002832	THE BIRCH AGENCY INC	4/6/2023	\$ 560.00	0100	PROFESSIONAL SERVICES
14002833	SAINT MARY'S COLLEGE OF CALIFORNIA	4/6/2023	\$ 150.00	0100	REGISTRATION FEES
14002834	LAKESHORE	4/6/2023	\$ 8,250.00	0100	CONTRACTED SERVICES
14002835	WESTERN PSYCHOLOGICAL SERVICES	4/6/2023	\$ 1,300.23	0100	INSTRUCTIONAL MATERIALS
14002836	CAROLINA HERNANDEZ	4/6/2023	\$ 49.20	0100	MILEAGE
14002837	CDW GOVERNMENT LLC	4/6/2023	\$ 10,992.00	0100	CONTRACTED SERVICES
14002838	BUS WEST	4/6/2023	\$ 452.94	0100	TRANSPORTATION SUPPLIES
14002839	REPUBLIC SERVICES	4/6/2023	\$ 19,354.04	0100	UTILITIES
14002840	PRESIDENT'S EDUCATION AWARDS	4/6/2023	\$ 269.92	0100	INSTRUCTIONAL MATERIALS
14002841	FLEETWASH INC	4/6/2023	\$ 218.17	0100	CONTRACTED SERVICES
14002842	WESTAIR GASES & EQUIPMENT INC	4/6/2023	\$ 125.78	0100	EQUIPMENT RENTAL
14002843	TEAMTALK NETWORK	4/6/2023	\$ 397.80	0100	CONTRACTED SERVICES
14003836	CORODATA RECORDS MANAGEMENT, INC.	4/10/2023	\$ 167.89	0100	CONTRACTED SERVICES
14003837	MARK KIRCHER	4/10/2023	\$ 55.41	0100	MILEAGE
14003838	OSCAR MADERA	4/10/2023	\$ 694.44	0100	REIMBURSEMENT
14003840	SUPERSONIC DETAILING INC	4/10/2023	\$ 377.00	0100	CONTRACTED SERVICES
14003841	AWARDS UNLIMITED	4/10/2023	\$ 56.55	0100	OFFICE SUPPLIES
14003842	ANA VERONICA TRATTNER	4/10/2023	\$ 94.64	0100	REIMBURSEMENT
14003843	HOME DEPOT	4/10/2023	\$ 4,389.61	0100	MEDICAL EQUIPMENT
14003844	A-Z BUS SALES, INC.	4/10/2023	\$ 868.92	0100	MECHANIC SUPPLIES
14003845	LAURA ENGLISH	4/10/2023	\$ 125.58	0100	REIMBURSEMENT
14003846	FEDEX	4/10/2023	\$ 54.59	0100	CONTRACTED SERVICES
14003847	EMPLOYMENT DEVELOPMENT DEPT.	4/10/2023	\$ 1,666.93	0100	CONTRACTED SERVICES

Expenditure Report

4/1/23-4/30/23

879	Payee	Date	Warrant Amount	Fund	Description
14003848	R&R CONTROLS INC	4/10/2023	\$ 555.00	0100	MAINTENANCE SUPPLIES
14003849	AMAZON CAPITAL SERVICES	4/10/2023	\$ 8,517.61	0100	INSTRUCTIONAL SUPPLIES
14003850	ALBERTO CARLOS HERRERA	4/10/2023	\$ 1,221.20	0100	INSTRUCTIONAL SUPPLIES
14003851	ABA EDUCATION FOUNDATION	4/10/2023	\$ 80.00	0100	PROFESSIONAL SERVICES
14003852	XEROX CORPORATION	4/10/2023	\$ 6,555.68	0100	MAINTENANCE AGREEMENT
14004777	FOUNDATION FOR EDUCATIONAL	4/13/2023	\$ 1,547.00	0100	REGISTRATION FEES
14004778	CAPITOL ADVISORS GROUP, LLC	4/13/2023	\$ 2,000.00	0100	PROFESSIONAL SERVICES
14004779	EDTHEORY LLC	4/13/2023	\$ 18,236.28	0100	PROFESSIONAL SERVICES
14004780	PECHANGA RESORT & CASINO	4/13/2023	\$ 9,222.08	0100	CONFERENCE & TRAVEL FEES
14004781	THE BIRCH AGENCY INC	4/13/2023	\$ 5,600.00	0100	PROFESSIONAL SERVICES
14004782	SAN YSIDRO SCHOOL DISTRICT	4/13/2023	\$ 11,233.38	0100	PCARD REPLENISH
14006191	ACADEMIC SUPPLIER	4/17/2023	\$ 1,811.15	0100	OFFICE SUPPLIES
14007743	AARDVARK ANT & PEST CONTROL INC.	4/20/2023	\$ 2,217.00	0100	CONTRACTED SERVICES
14007744	THE ED LADDER	4/20/2023	\$ 570.00	0100	CONTRACTED SERVICES
14007746	WATKINS ENVIROMENTAL	4/20/2023	\$ 2,965.00	0100	CONTRACTED SERVICES
14007747	BRIDGE THE GAP SPED, LLC	4/20/2023	\$ 18,334.82	0100	PROFESSIONAL SERVICES
14007748	PUBERTY: THE WONDER YEARS	4/20/2023	\$ 4,000.00	0100	PROFESSIONAL SERVICES
14007751	SAM & ROSE STEIN EDUCATION	4/20/2023	\$ 11,650.01	0100	PROFESSIONAL SERVICES
14007752	LAKESHORE	4/20/2023	\$ 848.59	0100	INSTRUCTIONAL MATERIAL
14007756	SMART & FINAL	4/20/2023	\$ 672.37	0100	REFRESHMENT
14007759	TRANE U.S. INC	4/20/2023	\$ 839.28	0100	MAINTENANCE SUPPLIES
14007760	AMAZON CAPITAL SERVICES	4/20/2023	\$ 5,534.24	0100	INSTRUCTIONAL SUPPLIES
14007761	SOUTH BAY COMMUNITY SERVICES	4/20/2023	\$ 47,226.00	0100	PROFESSIONAL SERVICES
14009153	VECTOR USA	4/24/2023	\$ 8,097.24	0100	PROFESSIONAL SERVICES
14009154	BMR HEALTH SERVICES, INC	4/24/2023	\$ 24,840.00	0100	PROFESSIONAL SERVICES
14009155	MY PT SAN DIEGO	4/24/2023	\$ 7,806.00	0100	PROFESSIONAL SERVICES
14009156	BEE BEST BEE REMOVAL, INC	4/24/2023	\$ 499.00	0100	CONTRACTED SERVICES
14009157	HORIZON DISTRIBUTORS	4/24/2023	\$ 559.08	0100	GROUND SUPPLIES
14009158	PANERA BREAD COMPANY	4/24/2023	\$ 807.03	0100	REFRESHMENTS
14009159	ACCO ENGINEERED SYSTEMS, INC.	4/24/2023	\$ 3,495.00	0100	CONTRACTED SERVICES
14009160	WALSH & ASSOCIATES, APC	4/24/2023	\$ 1,271.00	0100	LEGAL SERVICES
14009161	MOBYMAX LLC	4/24/2023	\$ 615.00	0100	CONTRACTED SERVICES
14009162	NADIA BRAUN	4/24/2023	\$ 1,020.00	0100	PROFESSIONAL SERVICES
14009163	TRAFERA, LLC	4/24/2023	\$ 17,755.50	0100	INSTRUCTIONAL MATERIALS

Expenditure Report

4/1/23-4/30/23

879	Payee	Date	Warrant Amount	Fund	Description
14009164	FOUNDATION BUILDING MATERIALS LLC	4/24/2023	\$ 618.17	0100	MAINTENACE SUPPLIES
14009165	MYBINDING LLC	4/24/2023	\$ 70.08	0100	PUBLICATION SUPPLIES
14009166	BUILDING RESOURCES	4/24/2023	\$ 72,913.17	0100	CONTRACTED SERVICES
14009167	UNITY SCHOOL BUS PARTS, INC.	4/24/2023	\$ 252.59	0100	TRANSPORTATION MATERIALS
14009168	PUBERTY: THE WONDER YEARS	4/24/2023	\$ 22,498.00	0100	CONTRACTED SERVICES
14009170	PROCARE THERAPY	4/24/2023	\$ 10,095.00	0100	PROFESSIONAL SERVICES
14009171	KATARINA FRAY	4/24/2023	\$ 600.00	0100	PROFESSIONAL SERVICES
14009172	6CRICKETS INC	4/24/2023	\$ 6,750.00	0100	LICENSES
14009173	DIXIELINE LUMBER CO	4/24/2023	\$ 12.31	0100	MAINTENANCE SUPPLIES
14009174	PARADIGM HEALTHCARE SERVICES	4/24/2023	\$ 500.00	0100	PROFESSIONAL SERVICES
14009175	FLEET SERVICES INC.	4/24/2023	\$ 254.34	0100	MECHANIC SUPPLIES
14009176	GRAINGER	4/24/2023	\$ 4,174.98	0100	MECHANIC SUPPLIES
14009177	DUNN-EDWARDS CORP.	4/24/2023	\$ 608.61	0100	MAINTENANCE SUPPLIES
14009178	HAWTHORNE MACHINERY	4/24/2023	\$ 280.58	0100	CONTRACTED SERVICES
14009179	CURRICULUM ASSOC. INC.	4/24/2023	\$ 866.49	0100	INSTRUCTIONAL MATERIAL
14009180	SCHOOL SERVICES OF CALIFORNIA	4/24/2023	\$ 350.00	0100	PROFESSIONAL SERVICES
14009181	THE INSTITUTE FOR EFFECTIVE	4/24/2023	\$ 13,104.00	0100	PROFESSIONAL SERVICES
14009182	KONE INC	4/24/2023	\$ 11,475.18	0100	MAINTENACE AGREEMENT
14009183	GOPHER SPORT	4/24/2023	\$ 1,279.58	0100	INSTRUCTIONAL SUPPLIES
14009184	CALIFORNIA DEPT. OF JUSTICE	4/24/2023	\$ 784.00	0100	CONTRACTED SERVICES
14009185	WILLY'S ELECTRONIC SUPPLY CO.	4/24/2023	\$ 401.37	0100	MAINTENANCE SUPPLIES
14009186	JONES SCHOOL SUPPLY CO., INC.	4/24/2023	\$ 168.39	0100	INSTRUCTIONAL MATERIALS
14009187	YMCA OF SAN DIEGO COUNTY	4/24/2023	\$ 186,871.69	0100	PROFESSIONAL SERVICES
14009188	WESTAIR GASES & EQUIPMENT INC	4/24/2023	\$ 243.44	0100	EQUIPMENT RENTAL
14009189	VALLEY INDUSTRIAL SPECIALTIES	4/24/2023	\$ 165.84	0100	MAINTENANCE SUPPLIES
14009191	PEARSON	4/24/2023	\$ 339.20	0100	INSTRUCTIONAL MATERIALS
14009192	BATTERY SYSTEMS	4/24/2023	\$ 185.29	0100	GROUND SUPPLIES
14009193	TEAMTALK NETWORK	4/24/2023	\$ 397.80	0100	CONTRACTED SERVICES
14009194	OPTIMUM FLOORCARE	4/24/2023	\$ 50.00	0100	GROUND SUPPLIES
14009195	N2Y INC	4/24/2023	\$ 5,474.85	0100	INSTRUCTIONAL MATERIALS
14009196	MPC ELECTRONICS INC	4/24/2023	\$ 32.60	0100	TECHNOLOGY SUPPLIES
14009197	AMAZON CAPITAL SERVICES	4/24/2023	\$ 4,486.13	0100	OFFICE SUPPLIES
14009198	WHITAKER BROTHERS BUSINESS	4/24/2023	\$ 129.87	0100	PUBLICATION SUPPLIES
14009199	CALIFORNIA FINANCIAL SERVICES	4/24/2023	\$ 10,000.00	0100	PROFESSIONAL SERVICES

Expenditure Report

4/1/23-4/30/23

879	Payee	Date	Warrant Amount	Fund	Description
14009200	SPARKLETTS	4/24/2023	\$ 449.66	0100	CONTRACTED SERVICES
14010433	ILLUMINATE EDUCATION INC.	4/27/2023	\$ 1,500.00	0100	CONTRACTED SERVICES
14010434	MAXIM HEALTHCARE SERVICES, INC	4/27/2023	\$ 67,422.50	0100	PROFESSIONAL SERVICES
14010435	DANNIS WOLIVER KELLEY	4/27/2023	\$ 4,519.50	0100	LEGAL SERVICES
14010436	AARDVARK ANT & PEST CONTROL INC.	4/27/2023	\$ 2,217.00	0100	CONTRACTED SERVICES
14010437	ACCO ENGINEERED SYSTEMS, INC.	4/27/2023	\$ 2,173.50	0100	CONTRACTED SERVICES
14010438	WEX BANK	4/27/2023	\$ 4,322.29	0100	VEHICLE GASOLINE
14010439	TRANSFINDER CORPORATION	4/27/2023	\$ 7,400.00	0100	MAINTENANCE AGREEMENT
14010440	EDTHEORY LLC	4/27/2023	\$ 30,992.27	0100	PROFESSIONAL SERVICES
14010441	MYBINDING LLC	4/27/2023	\$ 853.39	0100	PUBLICATION SUPPLIES
14010442	THERAPYTRAVELERS	4/27/2023	\$ 9,600.00	0100	CONTRACTED SERVICES
14010443	PACIFIC PURE WATER SYSTEMS LLC	4/27/2023	\$ 64.65	0100	PROFESSIONAL SERVICES
14010444	BRIDGE THE GAP SPED, LLC	4/27/2023	\$ 163.42	0100	PROFESSIONAL SERVICES
14010445	THE BIRCH AGENCY INC	4/27/2023	\$ 5,040.00	0100	PROFESSIONAL SERVICES
14010446	WAXIE SANITARY SUPPLY	4/27/2023	\$ 2,295.76	0100	CUSTODIAN SUPPLIES
14010447	WESTERN PSYCHOLOGICAL SERVICES	4/27/2023	\$ 983.77	0100	INSTRUCTIONAL SUPPLIES
14010448	OFFICE DEPOT	4/27/2023	\$ 4,703.16	0100	INSTRUCTIONAL SUPPLIES
14010449	SAN DIEGO COUNTY	4/27/2023	\$ 600.00	0100	REGISTRATION FEES
14010450	CABE	4/27/2023	\$ 7,370.00	0100	REGISTRATION FEES
14010451	APPLE INC	4/27/2023	\$ 6,415.70	0100	INSTRUCTIONAL MATERIALS
14010452	PROFESSIONAL TUTORS OF AMERICA	4/27/2023	\$ 506.25	0100	PROFESSIONAL SERVICES
14010453	VALLEY INDUSTRIAL SPECIALTIES	4/27/2023	\$ 1,064.68	0100	MAINTENANCE SUPPLIES
14010454	WALMART	4/27/2023	\$ 862.41	0100	INSTRUCTIONAL SUPPLIES
14010455	PRINT TO MAIL DOCUMENT SYSTEM	4/27/2023	\$ 298.98	0100	OFFICE SUPPLIES
14010456	BEST BEST & KRIEGER LLP	4/27/2023	\$ 11,904.90	0100	LEGAL FEES
14010457	AMAZON CAPITAL SERVICES	4/27/2023	\$ 5,322.70	0100	INSTRUCTIONAL MATERIALS
14010459	SPARKLETTS	4/27/2023	\$ 319.70	0100	CONTRACTED SERVICES
14010460	FLYERS ENERGY	4/27/2023	\$ 3,170.63	0100	CONTRACTED SERVICES
Total Fund 01			\$ 878,870.60		

Expenditure Report
4/1/23-4/30/23

879	Payee	Date	Warrant Amount	Fund	Description
14003839	EMILY N STEWART CONSULTING	4/10/2023	\$ 6,500.00	1200	CONTRACTED SERVICES
Total Fund 12			\$ 6,500.00		
14007741	GOLD STAR FOODS	4/20/2023	\$ 62,612.97	1300	CAFETERIA FOOD
14007742	PANERA BREAD COMPANY	4/20/2023	\$ 250.13	1300	CAFETERIA CATERINIGS
14007753	HOLLANDIA DAIRY INC.	4/20/2023	\$ 23,385.64	1300	CAFETERIA FOOD
14007754	P&R PAPER SUPPLY COMPANY, INC.	4/20/2023	\$ 5,371.10	1300	CAFETERIA PAPER GOODS
14007755	LLOYD PEST CONTROL CO.	4/20/2023	\$ 252.00	1300	CONTRACTED SERVICES
14007757	CALIFORNIA DEPARTMENT OF	4/20/2023	\$ 48.75	1300	CONTRACTED SERVICES
14007758	AMERICAN PRODUCE DISTRIBUTORS	4/20/2023	\$ 3,891.12	1300	CAFETERIA FOOD
14009190	WALMART	4/24/2023	\$ 686.68	1300	CAFETERIA SUPPLIES
Total Fund 13			\$ 96,498.39		
14006190	TOM SILVA CONSULTING	4/17/2023	\$ 5,775.00	2133	PROFESSIONAL SERVICES
14006192	AN DIEGO COUNTY TAXPAYERS ASSOCIATIOI	4/17/2023	\$ 12,500.00	2133	CONTRACTED SERVICES
14007745	TOM SILVA CONSULTING	4/20/2023	\$ 9,012.50	2133	PROFESSIONAL SERVICES
14007749	PBK ARCHITECTS INC	4/20/2023	\$ 15,950.00	2133	CONTRACTED SERVICES
14007750	MURPHY PRINTING, INC.	4/20/2023	\$ 13,230.90	2133	CONTRACTED SERVICES
14009169	PBK ARCHITECTS INC	4/24/2023	\$ 22,790.00	2133	CONTRACTED SERVICES
Total Fund 2133			\$ 79,258.40		
Grand total			\$ 1,061,127.39		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: APPROVE/RATIFY AGREEMENTS WITHIN DELEGATION OF AUTHORITY LIMITS

BACKGROUND INFORMATION:

Pursuant to Education Code Section 17604 and No. 22/23-0006, the power to contract on behalf of the Governing Board of the San Ysidro School District was delegated to the Superintendent and the Chief Business Official during the 2022-23 fiscal year, in the maximum amounts of \$15,000 for public project contracts and \$30,000 for all other contracts, respectively; provided that no contract made pursuant to such delegation and authorization shall be valid or constitute an enforceable obligation against the District unless and until same shall have been approved or ratified by the Governing Board, said approval or ratification to be evidenced by a motion duly passed and adopted.

The various departments of the district submitted the agreements on the attached list for Governing Board approval and/or ratification.

RECOMMENDATION:

Approve/Ratify the agreements on the attached list with cost implications that fall within the authorized delegation of authority limits of up to \$15,000 for public project contracts and up to \$30,000 for all other contracts from the various funding sources or at no cost to the district.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

See attached
(Amount)

Various Funding Sources
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AGREEMENTS UNDER \$30,000 FOR APPROVAL / RATIFICATION

May 30, 2023

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Apple Inc.	Online agreement to access the Apple School Manager web-based system.	N/A	N/A	Adrianzen/Lewis
2	Advancement Via Individual Determination (AVID) Center	To provide college readiness program to middle school students. (2023-24)	\$12,118.00	Supplemental & Concentration	Little
3	Chula Vista Elite Athlete Training Center	For facility use and tour services during extended school year program. (2022-23)	\$1,200.00	Special Education	Little/Madera
4	Clever Inc.	Online agreement to access the Edtech Analytics online platform.	N/A	N/A	Adrianzen/Lewis
5	Gustavo Lopez	To provide DJ services for the San Ysidro Middle School's 8th grade promotion dance. (2022-23)	\$500.00	ASB	Little/Bojorquez
6	Gerber Life Insurance	To offer optional student insurance for covered school-related activities and to be in compliance with BP 5143. (2023-24)	N/A	N/A	Adrianzen
7	Sweetwater Union High School District	Interdistrict Attendance Agreement for school years 2023-2028.	N/A	N/A	Little
8	Jewish Family Services	To provide the "Triple P" Positive Parenting Program to children and families of the District. (2023-24)	N/A	N/A	Little/Reed
9	Liminex dba GoGuardian	Revised license subscription for the TutorMe education platform for Vista Del Mar Middle School. (2023-24)	\$25,898.00	Title I	Little/Cevallos
10	Our Lady of Mt. Carmel School	To approve Title III expenditures for educational services (May 2023 to September 2023).	\$26,950.00	Title III	Little
11	Photo Glam Booth LLC	To provide photo booth services during the San Ysidro Middle School's 8th grade promotion dance. (2022-23)	\$535.00	ASB	Little/Bojorquez
12	SDCOE	To provide Librarian of Record services. (2023-24)	\$2,087.40	General	Olea
13	Supersonic Detailing Inc.	Amendment to extend washing of vehicles services to 2023-24.	\$8,500.00	General	Iniguez
14	Taquizas Victor Inc.	To provide catering services for school-related events on an "as needed" basis.	TBD	Donation Accounts	Adrianzen
15	TeamTalk Networks	To provide trunking communication services. (2022-2027)	457.46 monthly	General	Iniguez
16	Villalva Training	Amendment No. 2 - To provide bus compliance training services on an "as needed" basis. (2023-24)	\$25,000.00	General	Iniguez

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH APPLE INC. FOR SCHOOL MANAGER WEB-BASED SYSTEM

BACKGROUND INFORMATION:

The District owns and supports many device brands. While most devices in the District are standardized on the Windows or Google Chrome platform, at times there is a need for a few Apple products. Apple School Manager is a free web-based system from Apple Inc. that helps schools setup and organize devices purchased directly from Apple or from a participating Apple Authorized Re-seller.

The Apple School Manager Agreement is an online standard agreement required to access this system.

RECOMMENDATION:

Approve the agreement with Apple Inc. to access the Apple School Manager web-based system at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

WELCOME TO APPLE SCHOOL MANAGER

This Apple School Manager Agreement (“Agreement”) between Your Institution and Apple governs Your Institution’s use of Software, services and websites that make up Apple School Manager (collectively referred to as the “Service”). You agree that You have the full legal authority to bind Your Institution to these terms. By clicking “Agree” You are agreeing that You have read and understand these terms, and agree that these terms apply if You choose to access or use the Service or make it available to others. If You do not have the legal authority to bind Your Institution or do not agree to these terms, do not click “Agree.”

1. GENERAL

A. Service. Apple is the provider of the Service, which permits You, under the terms and conditions of this Agreement, to: (i) enroll Authorized Devices for the purpose of Mobile Device Management (MDM) within Your Institution; (ii) access relevant software tools to facilitate the Service; (iii) administer Your creation and distribution of Managed Apple IDs and their use by Your End Users; (iv) manage the transmission, storage, purchase and maintenance of relevant data and Content related to the Service; (v) manage Your creation and administration of courses using the Service; and (vi) enable certain features and functionality of the Service for End Users to use with their Managed Apple IDs including, without limitation, the measurement of student progress on activities assigned in ClassKit enabled applications through Apple School Manager, features involving Third Party Products and Services as set forth in Section 3 of this Agreement, and the features and services set forth in Section 4D of this Agreement. You agree to use the Service only in compliance with this Agreement and all applicable laws and regulations.

B. Device and User Enrollment. You may use the device enrollment features of the Service to enroll only Authorized Devices in the Service. If You elect to use the Service and enroll Authorized Devices as set forth in this Agreement, then Apple will provide You with a Web Portal and an Administrator account with which You will be able to create and manage the Managed Apple IDs for End Users and make the features of the Service available. Once You create the Managed Apple IDs for End Users, such accounts will be accessible via Institution-owned shared or individual devices, and any devices used by End Users to access their Managed Apple ID account. You are responsible for determining and selecting the Service features You wish to provide to Your End Users.

2. RIGHT TO USE

A. Unless stated otherwise in this Agreement, You have the non-exclusive, non-assignable, non-transferable, and limited right to access and use the Service during the Term solely for Your educational operations and subject to the terms of this Agreement. You may permit Your End Users to use the Service for the foregoing purpose, and You are responsible for Your End Users’ compliance with the terms of this Agreement.

B. You do not acquire any right or license to use the Service, or any of its features, beyond the scope and/or duration of the Service specified in this Agreement. Your right to access and use the Service will terminate upon the termination and/or expiration of this Agreement.

C. Except as otherwise expressly stated in this Agreement, You agree that Apple has no obligation to provide any Apple Software, programs, features, services or products as part of the Service.

3. DATA PRIVACY AND SECURITY

A. Customer Instructions and Use of Personal Data. Under this Agreement, Apple, acting as a data processor on Your behalf, may receive Personal Data if provided by You or on Your behalf and Your End Users. By entering into this Agreement, You instruct Apple to

process such Personal Data, in accordance with applicable law: (i) to provide and improve the Service, including any Apple features, functionality, and services You or applicable End Users enable; (ii) pursuant to Your instructions as given through Your or applicable End Users' use of the Service (including the Web Portal and other features and functionality of the Service); (iii) as specified under this Agreement including as set forth in Exhibit A for student End Users; and (iv) as further documented in any other written instructions given by You and acknowledged by Apple as constituting instructions under this Agreement.

You understand that Apple may process Personal Data associated with a Managed Apple ID, such as name, Institution, enrolled classes, role, email address, grade level, user identifiers, and device identifiers, as applicable and depending on the type of End User, the services used, and data provided. Apple may also process Personal Data in connection with its provision of features and services that are available with a Managed Apple ID, including without limitation those services outlined in Section 1A above, Section 4D below, Apple Services, and services outlined in Exhibit A for student End Users. The processing of student End Users' Personal Data is explained in further detail in Exhibit A.

Apple shall only process Personal Data pursuant to Your instructions, as described in this Agreement, including Section 3A and Exhibit A for student End Users, unless (i) prohibited by an applicable legal requirement from doing so or (ii) required to do so by an applicable legal requirement. In such cases, Apple will inform You of that legal requirement before processing Personal Data (unless prohibited by that law from doing so on important grounds of public interest). Apple shall immediately inform You if, in Apple's opinion, any of Your instructions infringes the GDPR or other Union or Member State data protection provisions, to the extent required.

In addition, Apple and its affiliates and agents may collect, use, store, and process diagnostic, technical, usage and related information, including but not limited to, unique system or hardware identifiers, and information about Your Authorized Devices, system and application software, and peripherals, cookies, and IP addresses in a way that does not personally identify Your End Users in order to provide and improve the Service; to facilitate the provision of software updates, product support, and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement.

B. Compliance with law. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including without limitation privacy and data protection laws, regarding the use or collection of data and information through the Service. You are also responsible for all activity related to Personal Data, including but not limited to, monitoring such Personal Data and activity, and preventing and addressing inappropriate data and activity, including the removal of data and the termination of access of the End User making such data available. You are responsible for safeguarding and limiting access to End User data by all persons and any of Your service providers, including Your Third Party Service Providers, with access to End User data and for the actions of all persons who are permitted access to use the Service by You.

C. Data Incidents. Apple will (i) notify Institution, without undue delay and as required by law, if Apple becomes aware that there has been a breach of security of the Service leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Institution's Personal Data ("a Data Incident"); and (ii) take reasonable steps to minimize harm and secure Institution's Personal Data. You are responsible for providing Apple with Institution's updated contact information for such notification purposes. Apple will also assist

Institution to the extent it involves Personal Data that Apple has access to in connection with the Service, to ensure Institution complies with its obligations to provide notice of Data Incidents to supervisory authorities or data subjects as required under Articles 33 and 34 of the GDPR, if applicable, or any other equivalent obligations under applicable law.

Apple will not access the contents of Your Personal Data in order to identify information subject to any specific legal requirements. Institution is responsible for complying with incident notification laws applicable to the Institution and fulfilling any third party obligations related to Data Incident(s).

Apple's notification of, or response to, a Data Incident under this Section 3C will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident.

D. Your Audit/Inspection Rights. To the extent that the GDPR applies to the processing of Your or Your End Users' Personal Data, Apple will provide You with the information necessary to demonstrate compliance with Article 28 of that law. In the event that You have audit rights under other applicable laws, Apple will provide You with the information necessary to demonstrate compliance with Your obligations under those laws. If you choose to exercise Your audit rights under this Section 3D, Apple shall demonstrate compliance by providing you with a copy of Apple's ISO 27001 and ISO 27018 Certifications.

E. Security Procedures. Apple shall use industry-standard measures to safeguard Personal Data during the processing of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion. As part of these measures, Apple will also use commercially reasonable efforts to: (a) encrypt Personal Data at rest and in transit; (b) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) restore the availability of Personal Data in a timely manner in the event of a physical or technical issue; and (d) regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data. Apple may update the security features from time to time as long as the updates do not result in the degradation of the overall security of the Service.

F. Security controls. Apple will assist You to ensure Your compliance with Your obligations with regards to the security of Personal Data, including Your Institution's obligations, under Article 32 of the GDPR or equivalent obligations under applicable law, by implementing the Security Procedures set forth in Section 3E of this Agreement and by maintaining the ISO 27001 and ISO 27018 Certifications. Apple will make available for review by Institution the certificates issued in relation to the ISO 27001 and ISO 27018 Certifications following a request by You or Your Institution under this Section 3F.

G. Security Compliance. Apple will take appropriate steps to ensure compliance with security procedures by Apple Personnel and Apple Service Providers and Apple shall ensure that any persons authorized to process Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.

H. Data Impact Assessment and Prior Consultation. Apple will reasonably assist Institution as required under applicable law, to the extent it involves Personal Data Apple has access to in connection with the Service, to ensure Institution's compliance with any applicable obligations requiring Institution to conduct data protection impact assessments, or to consult with a supervisory authority prior to processing where such is required by law.

I. Breach Notification and Cooperation. You shall promptly notify Apple in the event that You learn or have reason to believe that any person, or entity, has breached Your security measures or has gained unauthorized access to: (1) Your Personal Data; (2) any restricted areas of the Service; or (3) Apple’s confidential information (collectively, “Information Security Breach”). In the event of an Information Security Breach, You shall provide Apple with reasonable assistance and support to minimize the harm and secure the data.

J. Data Transfer. If required by law, Apple will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR. Such safeguards may include the Model Contract Clauses as executed by Apple, or other data transfer agreements, which You agree to enter into if required by Your jurisdiction, as executed by Apple at <https://www.apple.com/legal/enterprise/datatransfer/>. Apple’s international transfer of Personal Data collected in participating Asia-Pacific Economic Cooperation (APEC) countries abides by the [APEC Cross-Border Privacy Rules \(CBPR\) System](#) and [Privacy Recognition for Processors \(PRP\) System](#) for the transfer of Personal Data. In case of questions or unresolved concerns about our APEC CBPR or PRP certifications, our [third-party dispute resolution provider](#) can be contacted.

K. Destruction of Data. Upon termination of this Agreement for any reason, Apple shall securely destroy Your and Your End Users’ Personal Data that is stored by Apple in connection with the Service within a reasonable period of time, but in any case, no longer than 180 days.

L. Requests Regarding Personal Data.

- i. **Institution Requests:** Apple shall provide You with the ability to access, correct, retrieve, or delete Your and Your End Users’ Personal Data in accordance with Your obligations under privacy and data protection laws, as applicable. In the event that You make a request to Apple regarding Your or Your End Users’ Content or Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple has access to. Apple is not responsible for data, including Content or Personal Data, You store or transfer outside of Apple’s system (for example, student records located in your Student Information System). Requests for deletion handled via Apple School Manager will be completed within 30 days.
- ii. **End User Requests:** In the event that Apple receives any requests from End Users for a copy of their Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple has access to. If You choose to allow Apple to provide a copy of an End User’s Personal Data in its privacy portal at privacy.apple.com through the Web Portal, You hereby instruct Apple, upon the End User’s request, to process and fulfil such End User’s request to access their data as available on privacy.apple.com on Your behalf.

- iii. **Third Party Requests:** In the event that Apple receives a third party request, such as a request from law enforcement or a regulatory authority, for Your or Your End User's Content or Personal Data ("Third Party Request"), Apple will (i) notify You, to the extent permitted by law, of its receipt of the Third Party Request; and (ii) notify the requester to address such Third Party Request to You. Unless otherwise required by law or the Third Party Request, You will be responsible for responding to the Request. In the event You are subject to an investigation by a data protection regulator or similar authority regarding Personal Data, Apple shall provide You with assistance and support in responding to such investigation to the extent it involves Personal Data that Apple has access to in connection with the Service.

M. School Official Status Under FERPA (20 U.S.C. § 1232g). If You are an educational agency, or organization, or acting on behalf of an educational agency, or organization, to which regulations under the U.S. Family Education Rights and Privacy Act (FERPA) apply, the parties agree that for the purposes of this Agreement, Apple will (a) act as a "school official" as defined in 34 C.F.R. § 99.31(a)(1)(i) with a legitimate educational interest; (b) with respect to applicable End Users' Personal Data, perform an institutional service or function under the direct control of the Institution for which the Institution would otherwise use employees; (c) use applicable End Users' Personal Data only for a purpose authorized by the Institution, including as set forth in this Agreement; and (d) not re-disclose applicable End Users' Personal Data to third parties or affiliates except as authorized under this Agreement, with permission from the Institution, pursuant to a court order, or as otherwise permitted under applicable laws or regulations.

N. COPPA. Apple will use and maintain Personal Data, provided by You and Your End Users to Apple in connection with the Service, in accordance with the Children's Online Privacy Protection Act of 1998 (COPPA), insofar as it is applicable. This Section 3 and the attached Exhibit A constitute notice of how Apple will collect, use, or disclose Personal Data of children under the age of 13. You grant Apple permission to collect, use and disclose such Personal Data for the purpose of providing and improving the Service and as set forth in Exhibit A.

O. Access to Third Party Products and Services. If You choose to access, use, download, install, or enable third party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products or services to access Personal Data as required for the use of those additional services. Certain of those third party products or services may also provide access to Personal Data to Apple, such as if You allow Your End Users to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third party products or services for use with a Managed Apple ID, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your End Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

P. Apple Service Provider. Apple may provide Personal Data to Service Providers who provide services to Apple in connection with the Service. You authorize Apple to use all the Apple entities set forth in the definition of "Apple" as a Service Provider and any other Service Providers Apple may use, provided that such Service Providers are bound by contract to treat Personal Data in no less a protective way than Apple has undertaken to treat such data under

this Agreement, and will not use such data for any purpose beyond that specified herein. The list of Service Providers is available at https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf. If a Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Service Provider's obligations as required by applicable law.

4. SERVICE

A. Use Restrictions. You will ensure Your and Your End Users' use of the Service complies with this Agreement, and You will inform Your End Users of, and enforce, the restrictions set forth in this Agreement. You agree that neither You nor Your End Users will use the Service to upload, download, post, email, transmit, store or otherwise make available: (i) any Content or materials that are unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another's privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any Content or materials that infringe any copyright or other intellectual property, or violate any trade secret, or contractual or other proprietary right; (iii) any unsolicited or unauthorized email message, advertising, promotional materials, junk mail, spam, or chain letters; and/or (iv) any Content or materials that contain viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service or any other computer software or hardware. You further agree that You will not, and will ensure that End Users do not: (a) use the Service to stalk, harass, threaten or harm another; (b) pretend to be anyone or any entity that You are not (Apple reserves the right to reject or block any Managed Apple ID or email address that could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person's name or identity); (c) forge any Transmission Control Protocol/Internet Protocol (TCP-IP) packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service ("spoofing"); (d) interfere with or disrupt the Service, any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service; and/or (e) use the Service to otherwise violate applicable laws, ordinances or regulations. If Your or Your End User's use of the Service or other behavior intentionally or unintentionally threatens Apple's ability to provide You or others the Service, Apple shall be entitled to take necessary steps to protect the Service and Apple's systems, which may include suspension of Your access to the Service.

If you are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that you will not use any component, function or other facility of iCloud to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party's business associate.

B. Administration of Accounts. You agree that You shall be solely responsible for management of Your Administrator account(s) and all Your Managed Apple IDs, including but not limited to: (i) the security and safeguarding of the user name and password associated with each account; (ii) the provision and/or removal of access by any of Your End Users to such account and any Content provided and/or stored in the Service; and (iii) the provision of appropriate documentation and guidelines to End Users about using the Managed Apple ID accounts.

C. End User Consent. Administrators will have the ability to monitor, access or disclose End User data associated with Managed Apple ID accounts through the Web Portal and/or Administrator tools. You represent and warrant that, prior to deploying the Service to Institution

and any End Users, You will provide sufficient notice and disclosure of the terms of this Agreement, and obtain and maintain all necessary rights and consents, either from each End User, or where necessary and applicable, each End User's parent or legal guardian, to allow Apple to: (1) provide and improve the Service in accordance with this Agreement; and (2) access and receive End User data that may arise as part of the provision of the Service.

D. Managed Apple IDs; Features and Services. A Managed Apple ID is the account user name and password You create and provide to each of Your End Users to access the Service. Apple will provide You with the tools to create Managed Apple IDs for Your End Users. When You create Managed Apple IDs for Your End Users, all features and functionality of the Service that You select to be available are enabled for all of Your Institution's Managed Apple IDs. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL RISKS AND COSTS ASSOCIATED WITH YOUR SELECTION OF EACH FEATURE AND FUNCTIONALITY ENABLED IN THE SERVICE AS BEING APPROPRIATE FOR INSTITUTION AND/OR YOUR END USERS.

i. **Requirements for Use of Managed Apple ID**

1. **Devices and Accounts.** Use of Managed Apple IDs as part of the Service may require compatible devices, Internet access, certain software, and periodic updates. The latest version of the required software may be necessary for certain transactions or features. Apple reserves the right to limit the number of Managed Apple IDs that may be created and the number of devices associated with a Service account.

2. **Your rights to the Managed Apple IDs.** Unless otherwise required by law or this Agreement, You agree that each Managed Apple ID is non-transferable between individual End Users, and between Institutions.

ii. **Find My iPhone.** Find my iPhone is automatically disabled for all Managed Apple IDs. However, if an Authorized Device is lost or stolen, Institution can use the MDM solution to put the device in Lost Mode so that the device will be locked, the End User will be logged out, and a report will be automatically transmitted to the MDM Server. Institution can also erase the device remotely and enable Activation Lock to help ensure that the device cannot be reactivated without the proper Managed Apple ID and password. Apple shall bear no responsibility for Your failure to protect Authorized Devices with a passcode, Your failure to enable Lost Mode, and/or Your failure to receive or respond to notices and communications. Apple shall also bear no responsibility for returning lost or stolen devices to You or for any resulting loss of data. Apple is not responsible for any replacement of devices that have the Activation Lock feature enabled, or any warranty claims on such devices. You may remove the Activation Lock feature and disable Lost Mode through MDM.

iii. **Account Authentication.** Two-factor authentication requiring two types of information for authentication purposes, such as a password and a generated security code, is automatically enabled for the Managed Apple IDs of Your Administrators, teachers and staff. Institution agrees to provide Apple with at least one mobile telephone number for Institution to receive autodialed or prerecorded calls and text messages from Apple for authentication and account related purposes, which may be subject to standard message and data rates. Apple may place such calls or texts to: (i) help keep Your Service account secure when signing in; (ii) help You access Your account if You forget Your password; or (iii) as otherwise necessary to maintain Your Service account or enforce this Agreement and relevant policies. Managed Apple IDs distributed to Your End Users will also require two-factor authentication, such as identification of an Authorized Device and an authentication code generated in the Web Portal or a telephone number. In all instances, You are responsible for: (a) distributing the Managed Apple IDs You create to identified End Users; (b) approving access to the Service by such End Users; (c) controlling against

unauthorized access; and (d) maintaining the confidentiality and security of user names, passwords and account information.

iv. **Backup.** Authorized Devices that are not shared devices will periodically create automatic backups that are transmitted to the Service when the user is logged in with their Managed Apple ID and the device is screen-locked, connected to a power source, and connected to the Internet via a Wi-Fi network. You may disable backup in the MDM Enrollment Settings. Backup is limited to device settings, device characteristics, photos, videos, documents, messages (iMessage, SMS and MMS, if enabled), ringtones, app data (including Health app data, if applicable), location settings (such as location-based reminders that You have set up), and Home screen and app organization. Content that You purchase, download or provide access to Your End Users from the App Store or Apple Books Store, and Content purchased from or provided by any third parties, will not be backed up. Such Content may be eligible for re-download from those services, subject to account requirements, availability, and any applicable terms and conditions. Content synced from Your End Users' computers will not be backed up. If You enable iCloud Photo Library, the photo libraries of Your End Users will be backed up separately from their automatic iCloud backup. The Content stored in an End User's contacts, calendars, bookmarks, and documents is accessible via iCloud on the web or on any Apple device that an End User signs into using their Managed Apple ID. It is solely Your responsibility to maintain appropriate alternative backup of Your and Your End Users' information and data.

v. **iCloud Photo Library.** When You enable iCloud Photo Library in connection with any Managed Apple ID, the photos, videos and metadata in the Photos App on the Authorized Devices ("Device Photo Library") will be automatically sent to iCloud, stored as the End User's Photo Library in iCloud, and then pushed to all of the End User's other iCloud Photo Library-enabled devices and computers. If the End User later makes changes (including deletions) to the Device Photo Library on any of these devices or computers, such changes will automatically be sent to and reflected in the End User's iCloud Photo Library. These changes will also be pushed from iCloud to, and reflected in, the Device Photo Library on all of the End User's iCloud Photo Library-enabled devices and computers. The resolution of content in the Photo Library on Authorized Devices or computers may vary depending upon the amount of available storage and the storage management option selected for the End User's iCloud-Photo-Library-enabled device. If You do not wish to use iCloud Photo Library, You may disable it for Your Managed Apple ID and/or on Your Authorized Devices.

vi. **Schoolwork.** If you make Schoolwork available to Your End Users, teachers and students at Your Institution can manage their school work and assignments using a Managed Apple ID.

1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple ID, Apple automatically organizes any files shared into class folders for students and teachers in the iCloud Drive. Your End Users can access their shared files using their Managed Apple ID. Annotations or changes made to these files will be visible by any End User in a class with whom You have shared a file. You can stop sharing files at any time. Files created by Your End Users using Managed Apple IDs are stored until you delete them. However, any file previously copied to another device or computer will not be deleted.

2. **Student Progress.** When You opt-in to the Student Progress feature in the Web Portal, student progress on activities assigned in ClassKit enabled applications will be recorded and reported to the ClassKit framework. Only activities assigned by Your teachers using Schoolwork will initiate the recording and reporting of student progress information. Your student End Users will be able to view their own student

progress information in Schoolwork and in Settings on their device. Your teacher End Users will be able to view the student progress information of all students in their class for activities they assign. Student data created through Your use of Schoolwork or ClassKit enabled applications will be treated in accordance with Section 3 and Exhibit A of this Agreement. If You opt-out a Managed Apple ID from the Student Progress feature, all student progress Personal Data associated with that Managed Apple ID will be deleted in accordance with Section 3L(i).

vii. **Third Party Apps.** If You make available any third party apps for Your End Users to sign into with their Managed Apple IDs, You agree to allow such apps to store data in the accounts associated with Your End Users' Managed Apple IDs, and for Apple to collect, store, and process such data on behalf of the relevant third party app developer in association with Your and/or Your End Users' use of the Service and such apps. Third party apps may have the capability to share such data with another app downloaded from the same app developer. You are responsible for ensuring that You and Your End Users are in compliance with any storage limits and all applicable laws for each Managed Apple ID based on the third party apps You make available to Your End Users to download.

viii. **Other Apple Services.** If You make available other Apple Services for Your non-student End Users to sign into, You agree to allow the Apple Services to store data in the accounts associated with those End Users' Managed Apple IDs, and for Apple to collect, store and process such data in association with Your and/or Your non-student End User's use of the Apple Service. You are responsible for ensuring that You and Your non-student End Users are in compliance with all applicable laws for each Managed Apple ID based on the Apple Service you allow Your End Users to access. If Your non-student End Users access certain Apple Services, Apple may communicate with Your End Users about their use of the Service, Apple Services, and updates to Apple Services.

E. Server Token Usage. You agree to use the Server Token provided by Apple only for the purpose of registering Your MDM Server within the Service, uploading MDM Enrollment Settings, and receiving Managed Apple ID roster data. You shall ensure that Your End Users use the information sent or received using Your Server Token only with Authorized Devices. You agree not to provide or transfer Your Server Token to any other entity or share it with any other entity, excluding Your Third Party Service Providers. You agree to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or You have reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, You understand and agree that regenerating the Server Token will affect Your ability to use the Service until a new Server Token has been added to the MDM Server.

F. Storage Capacity; Limitations on Usage. Exceeding any applicable or reasonable usage limitations, such as limitations on bandwidth or storage capacity (e.g., in connection with iCloud Backup), is prohibited and may prevent You from using some of the features and functionality of the Service, accessing Content or using some, or all, of the Managed Apple IDs. In the event that Apple limits bandwidth or storage capacity available to You, it shall use commercially reasonable efforts to notify You via the Service or otherwise within ten (10) business days of doing so.

G. Submission of Content. You are solely responsible for any Content You or Your End Users upload, download, post, email, transmit, store or otherwise make available through the use of the Service. You shall ensure that Your End Users have obtained all necessary third party permissions or licenses related to any such Content. You understand that by using the Service You may encounter Content that You or Your End Users find offensive, indecent, or objectionable, and that You may expose others to content that they may find objectionable. You understand and agree that Your use of the Service and any Content is solely at Your own risk.

H. Removal of Content. You acknowledge that Apple is not responsible or liable for any Content provided by You or Your End Users. Apple has the right, but not an obligation, to determine whether Content is appropriate and in compliance with this Agreement, and may move and/or remove Content that violates the law or this Agreement at any time, without prior notice and in its sole discretion. In the event that Apple removes any Content, it shall use commercially reasonable efforts to notify You.

I. Bundled Service. All features and functionalities of the Service are provided as part of a bundle and may not be separated from the bundle and used as standalone applications. Apple Software provided with a particular Apple-branded hardware product may not run on other models of Apple-branded hardware.

J. Links and Other Third Party Materials. Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or content. You acknowledge and agree that Apple is not responsible for the availability of such third party sites or resources, and shall not be liable or responsible for any content, advertising, products or materials on or available from such sites or resources used by You or Your End Users.

K. Purchasing Apps and Books.

i. **Acquisition of Content.** Acquisition of Content from the App Store or Apple Books Store using Managed Apple IDs is automatically disabled. You may choose to enable Your Administrators or teachers and staff to access such Content by granting them purchasing authority and allowing them to access the Volume Purchase Program (VPP) to purchase Apps and Books for use on the Service. Your use of the App Store, and/or Apple Books Store is subject to Sections G and H of the Apple Media Services Terms and Conditions (<http://www.apple.com/legal/internet-services/itunes/us/terms.html>), as applicable. You agree that You have the authority to and will accept such applicable terms on behalf of Your authorized End Users.

ii. **Volume Purchase Program.** Purchases You choose to transact through Apple's Volume Purchase Program are subject to the VPP terms, and delivered to End Users or assigned to a device through the App Store and/or the Apple Books Store.

L. Updates and Maintenance; Changes to Service.

i. **Updates and Maintenance.** Apple may, from time to time, update the Software used by the Service. These updates could include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. In some cases, such updates may be required to continue Your use of the Service or to access all features of the Service. Apple is not responsible for performance or security issues resulting from Your failure to support such updates. Apple shall, from time to time, be required to perform maintenance on the Service. While Apple is not obligated to notify You of any maintenance, Apple will use commercially reasonable efforts to notify You in advance of any scheduled maintenance.

ii. **Changes to Service.** Apple shall have the right to revise or update the functionality and look of the Service from time to time in its sole discretion. You agree that Apple shall not be liable to You or any third party for any modification, suspension or termination of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries, and Apple makes no representations that the Service, or any feature or part thereof, is appropriate or available for any use in any particular location.

M. Other Agreements. You acknowledge and agree that the terms and conditions of any sales, service or other agreement You may have with Apple are separate and apart from the terms and conditions of this Agreement. The terms and conditions of this Agreement govern the use of the Service and such terms are not diminished or otherwise affected by any other agreement You may have with Apple.

N. Professional Services. Any professional services relevant to the Service, such as consulting or development services that require any deliverables from Apple are subject to fees and a separate agreement between Apple and Institution.

O. Electronic Delivery. The Service and any Apple Software provided hereunder (unless such software is preinstalled on any Authorized Devices) will be delivered electronically.

P. Fees and Taxes. Your Institution will pay all taxes and duties payable, if any, based on its use of the Service, unless exempt by applicable law. You will provide Apple with proof of Your Institution's tax-exempt status, if any, upon Apple's request.

5. OWNERSHIP AND RESTRICTIONS; COPYRIGHT NOTICE

A. You retain all of Your ownership and intellectual property rights in Your Content and any pre-existing software applications owned by You as used or accessed in the Service. Apple and/or its licensors retain all ownership and intellectual property rights in: (1) the Service and derivative works thereof, including, but not limited to, the graphics, the user interface, the scripts and the software used to implement the Service (the "Software"); (2) any Apple Software provided to You as part of and/or in connection with the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist; and (3) anything developed or provided by or on behalf of Apple under this Agreement. No ownership of any technology or any intellectual property rights therein shall be transferred by this Agreement. If while using the Service You encounter Content You find inappropriate, or otherwise believe to be a violation of this Agreement, You may report it through: (<http://www.apple.com/support/business-education/contact/>). You further agree that:

- i. The Service (including the Apple Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright.
- ii. You will not, and will not cause or allow others to, use or make available to any third party such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement.
- iii. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
- iv. You may not, and may not cause or allow others to, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Service.
- v. Apple, the Apple logo, iCloud, the iCloud logo, iTunes, the iTunes logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in the United States and/or other countries. A list of Apple's trademarks can be found here: (<http://www.apple.com/legal/trademark/appletmlist.html>). Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that You shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.
- vi. During the Term of this Agreement, You grant Apple the right to use Your marks, solely in connection with Apple's exercise of its rights and performance of its obligations under this Agreement.
- vii. As part of the Service, You may gain access to Third Party Content. The third party owner or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are governed by and subject to the terms specified by such third party owner or provider.
- viii. You may not license, sell, rent, lease, assign, distribute, host or permit timesharing or service bureau use, or otherwise commercially exploit or make available the Service and/or

any components thereof, to any third party, except as permitted under the terms of this Agreement.

You agree and acknowledge that if You violate the terms of the foregoing sentence, Apple shall bear no responsibility or liability for any damages or claims resulting from or in connection with Your actions, including but not limited to an Information Security Breach or a Data Incident.

B. By submitting or posting materials or Content using the Service: (i) You are representing that You are the owner of such material and/or have all necessary rights, licenses, and permission to distribute it; and (ii) You grant Apple a worldwide, royalty-free, non-exclusive, transferable license to use, distribute, reproduce, modify, publish, translate, perform and publicly display such Content on the Service solely for the purpose of Apple's performance of the Service, without any compensation or obligation to You. You understand that in order to provide the Service and make Your Content available thereon, Apple may transmit Your Content across various public networks, in various media, and alter Your Content to comply with technical requirements of connecting networks, devices or equipment. You agree that Apple has the right, but not the obligation, to take any such actions under the license granted herein.

C. Copyright Notice – DMCA. If You believe that any Content in which You claim copyright has been infringed by anyone using the Service, please contact Apple's Copyright Agent as described in Apple's Copyright Policy at (<http://www.apple.com/legal/trademark/claimsofcopyright.html/>). Apple may, in its sole discretion, suspend and/or terminate accounts of End Users that are found to be infringers.

6. EULAS

A. EULA Terms and Conditions. In order to use the Service, You and/or Your End Users will need to accept the End User License Agreement terms and conditions (EULA) for any Apple Software needed to use the Service and for any other Apple Software that You choose to use with the Service. In order to use the Service, Your Administrator must accept the EULAs for the Apple Software on the Web Portal prior to deploying Authorized Devices running such Apple Software to End Users. If the EULAs for the Apple Software have changed, Your Administrator will need to return to the Web Portal and accept such EULAs in order to continue using the Service. You acknowledge that You will not be able to use the Service, or any parts or features thereof, including associating additional Authorized Devices with Your MDM Server, until such EULAs have been accepted. You are responsible for ensuring that such EULAs are provided to Your End Users, and that each End User is aware of and complies with the terms and conditions of the EULAs for the Apple Software, and You agree to be responsible for obtaining any required consents for Your End Users' use of the Apple Software. You agree to monitor and be fully responsible for all Your End Users' use of the Apple Software provided under this Agreement. You acknowledge that the requirements and restrictions in this Agreement apply to Your use of Apple Software for the purposes of the Service regardless of whether such terms are included in the relevant EULA(s).

7. TERM; TERMINATION; SUSPENSION; EFFECTS OF TERMINATION

A. Term. This Agreement shall commence on the date You first accept this Agreement, and shall continue until terminated in accordance with this Agreement (the "Term").

B. Termination by Apple. Apple may terminate this Agreement at any time and for any reason or no reason, provided Apple gives You thirty (30) days written notice. Further, Apple may at any time and without prior notice, immediately terminate or suspend all or a portion of Managed Apple IDs and/or access to the Service upon the occurrence of any of the following: (a) violations of this Agreement, including but not limited to, Section 4A. ("Use Restrictions"), or

any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) where provision of the Service to You is or may become unlawful; (d) unexpected technical or security issues or problems; (e) Your participation in fraudulent or illegal activities; or (f) failure to pay fees, if any, owed by You in relation to the Service if you fail to cure such failure within thirty (30) days of being notified in writing of the requirement to do so. Apple may terminate or suspend the Service in its sole discretion, and Apple will not be responsible to You or any third party for any damages that may result or arise out of such termination or suspension.

C. Termination by You. You may stop using the Service at any time. If You delete any Managed Apple IDs, You and the applicable End User(s) will not have access to the Service. This action may not be reversible.

D. Effects of Termination. If this Agreement terminates or expires, then the rights granted to one party by the other will cease immediately, subject to Section 10L (Survival of Terms) of this Agreement.

E. Third party rights. In no event may You enter into any agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple, and You may not publicize any such agreement without Apple's prior written consent.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, APPLE SOFTWARE, AND ANY ASSOCIATED CONTENT, FEATURE, FUNCTIONALITY, OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "APPLE" FOR THE PURPOSES OF SECTIONS 8 AND 9 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, APPLE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACK, VIRUSES, OR HACKING; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

9. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DIRECT, PERSONAL INJURY, INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, LOSS OF GOODWILL, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION, COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, ANY OTHER TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES (EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RELATED TO OR RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE, APPLE SOFTWARE, ANY FEATURES, FUNCTIONALITY, CONTENT, MATERIALS, OR THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SERVICE; (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICE, YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

10. MISCELLANEOUS

A. Relationship of the Parties. This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties.

B. Waiver; Assignment. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by You in whole or in part. Any assignment shall be null and void.

C. Verification. To the extent permitted by applicable law, Apple may verify Your use of the Service (via remote software tools or otherwise) to assess compliance with the terms of this Agreement. You agree to cooperate with Apple in this verification process and provide reasonable assistance and access to relevant information. Any such verification shall not unreasonably interfere with Your normal business operations, and You agree that Apple shall not be responsible for any cost or expense You incur in cooperating with the verification process.

D. Export Control. Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software or Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your account any data or software that is: (a) subject to International Traffic in Arms Regulations; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

E. Compliance with Laws. Institution shall, and shall ensure that all Institution employees, contractors and agents shall, comply with all laws, rules and regulations applicable to the use of the Service, including but not limited to, those enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business will be conducted or services performed pursuant to this Agreement.

F. Federal Government End Users. The Service, Apple Software, and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

G. Attorneys’ Fees. To the extent not prohibited by applicable law, if any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement (excluding any mediation required under this Agreement), the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, “prevailing party” includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

H. Governing Law. If Your Institution is a U.S. public and accredited educational institution, then this Agreement will be governed and construed in accordance with the laws of the state in which Your Institution is domiciled, except that body of law concerning conflicts of law. You and Apple hereby consent to the personal jurisdiction and exclusive venue of the federal courts within the state in which Your Institution is domiciled.

For all other institutions domiciled in the United States or subject to United States law under this Agreement, this Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to the personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, or any other forum in Santa Clara County, for any litigation arising out of this Agreement.

If Your Institution is located outside of the United States, the governing law and forum shall be the law and courts of the country of domicile of the Apple entity providing the Service to You as defined in Section 10M.

If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the “ICC Rules”) in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration.

The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

I. Notice. Except as otherwise provided in this Agreement, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by U.S. Postal Service, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to: Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A., with a courtesy copy sent via e-mail through: (<http://www.apple.com/support/business-education/contact/>). Either party may change its address for notice by notifying the other party in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements.

J. Force Majeure. Neither party shall be responsible for failure or delay of performance that is caused by an act of war, hostility, terrorism, civil disobedience, fire, earthquake, act of God, natural disaster, accident, pandemic, labor unrest, government limitations (including the denial or cancelation of any export/import or other license), or other event outside the reasonable control of the obligated party; provided that within five (5) business days of discovery of the force majeure event, such party provides the other with a written notice. Both parties will use reasonable efforts to mitigate the effects of a force majeure event. In the event of such force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days. This Section does not excuse either party's obligation to institute and comply with reasonable disaster recovery procedures.

K. Complete Understanding; Severability; Changes to the Agreement. This Agreement constitutes the entire agreement between You and Apple regarding Your use of the Service, governs Your use of the Service and completely replaces any prior agreements between You and Apple in relation to the Service. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third party content, or third party software. Unless specified otherwise in this Agreement as related to the Service, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only to the extent expressly permitted by this Agreement (for example, by Apple upon notice to You). In the event that You refuse to accept such changes, Apple will have the right to terminate this Agreement and Your account. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Apple to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any translation of this Agreement is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of this Agreement shall govern.

L. Survival of Terms. All terms and provisions of this Agreement, including any and all addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.

M. Definitions. In this Agreement, unless expressly stated otherwise:

“Administrator” means an employee or contractor (or Third Party Service Provider) of Institution who is an authorized representative acting on behalf of Institution for the purposes of account management, including but not limited to, administering servers, uploading MDM provisioning settings and adding devices to Institution accounts, creating and managing Managed Apple IDs, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

“Apple” as used herein means*:

- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada or its territories and possessions;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan;
- Apple Pty Limited, located at Level 2, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, territories, and affiliated jurisdictions;
- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in the European Economic Area and Switzerland; and
- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States, for all other users.
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste. 700 Coral Gables, Florida 33134, U.S.A., for Institutions in Mexico, Central America, South America, or any Caribbean country or territory (excluding Puerto Rico).

“Apple Personnel” means Apple’s employees, agents and/or contractors.

“Apple Services” means the App Store, Apple Books, Apple Online Store, AppleCare, Apple Teacher Learning Center and other Apple Services as available to Your End Users under this Agreement.

“Apple Software” means iOS, macOS, Schoolwork, and tvOS, and any successor versions thereof.

“Apple Service Provider” and “Service Provider” means a third party that performs certain tasks on Apple’s behalf, such as processing or storing data and providing customer service, in connection with Apple’s provision of the Service.

“Authorized Devices” means Apple-branded hardware that are owned or controlled by You (or which Your End Users personally own (e.g., BYOD devices)), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Notwithstanding the foregoing, BYOD devices are not permitted to be enrolled in supervised device management by You as part of the Service and may not be added to Your account.

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials including Personal Data.

"End User(s)" means those Institution employees, teachers, staff, contractors (or Third Party Service Providers), Administrators, and/or students, as applicable, authorized by or on behalf of Institution to use the Service in accordance with this Agreement.

"End User License Agreement" or "EULA" means the software license agreement terms and conditions for the Apple Software.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC.

"ISO 27001 Certification" means an ISO/IEC 27001:2013 certification or a comparable certification that covers the Services.

"ISO 27018 Certification" means an ISO/IEC 27018:2014 certification or a comparable certification that covers the Services.

"MDM Enrollment Settings" means settings for an Apple-branded product that can be configured and managed as part of the Service, including, but not limited to, the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

"MDM Server(s)" means computers owned or controlled by You (or a Third Party Service Provider acting on Your behalf) that have been designated to communicate with the Service.

"Personal Data" means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement. Personal Data may relate to students, teachers, Administrators, employees, and contractors of Your Institution, such as information associated with a Managed Apple ID. Personal Data does not include information that has been aggregated, anonymized, or de-identified in a manner that such data can no longer be reasonably linked to or associated with an individual.

"Server Token" means the combination of Your public key, Managed Apple ID and a token provided by Apple that permits Your MDM Server(s) to be registered with the Service.

"Service" means the Apple School Manager service (and any components, functionality and features thereof) for an Institution's management of Authorized Devices, Content, Managed Apple IDs and iCloud storage connected to such Managed Apple IDs, and authorized End Users' access and use through the Web Portal and other Apple websites and services, such as iCloud, as made available by Apple to Institution pursuant to this Agreement.

"Third Party Content" means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, in any format, that are obtained or derived from third party sources other than Apple and made available to You through, within, or in conjunction with Your use of the Service.

“Third Party Service Provider” means a third party who provides a service to You in accordance with the terms of this Agreement.

“You”, “Your” and “Institution” means the institution entering into this Agreement. For avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, contractors, Third Party Service Providers, and agents who are authorized to exercise rights under this Agreement on its behalf.

“Your Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, (including Personal Data as defined above), in any format, provided by You or on behalf of Your End Users, which Content resides in, or runs on or through, the Service.

“Web Portal” means the web-based platform provided by Apple that allows You to manage the Service.

LYL112
03/31/2022

EXHIBIT A

Privacy Notice for Student Personal Data

Your Students' Managed Apple ID

With the Managed Apple ID You create, students will be able to take advantage of the Apple features and services You choose to make available for educational purposes. For example, students can use their Managed Apple IDs to:

- Make and receive FaceTime video and voice calls
- Create and share photos, documents, videos, audio messages, and text messages using Camera, Photos, iCloud Photo Sharing, Messages, Mail, iWork and other Apple apps
- Interact with the Classroom App, which allows teachers and Administrators to guide students through lessons and view their device screens
- Save contacts, calendar events, notes, reminders, photos, documents and backups to iCloud
- Access and search the internet and internet resources through Safari and Spotlight
- Record their and share their progress on ClassKit enabled apps if the Student Progress feature is enabled in Apple School Manager
- Use Schoolwork to view class assignments, navigate to assigned app activities, collaborate with teachers and other students, and submit your work

Apple will not knowingly collect, use, or disclose any Personal Data from Your students without appropriate consent. You acknowledge that You are responsible for obtaining consent from, and providing sufficient notice to, students and/or parents, where required under applicable law, to create Managed Apple IDs, to allow Apple to provide the Service using the Managed Apple IDs, and to collect, use, and disclose student Personal Data provided by You or Your End Users to Apple through the Service, including any additional features and services You make available to Your students.

Apple may take additional steps to verify that the person granting permission for the creation of Managed Apple IDs for Your students is an Administrator from Your Institution with authority to provide consent on Your behalf.

Collection of Information

Managed Apple ID Creation:

Apple may receive the following Personal Data if provided by You or on Your behalf to create a Managed Apple ID for Your students: student name, Institution, enrolled classes, role, and student ID. At Your option, You may also provide Your student's grade level and email address. In order to protect the security of Your students' accounts and preserve Your ability to easily reset students' passwords online, You should keep this information confidential.

Use of Apple Services with a Managed Apple ID:

Apple may collect Personal Data associated with Your students' use of the Apple features and services You choose to make available for educational purposes, including the information described above. For example, if You choose to use Schoolwork, Apple may collect Personal Data from students that is related to activities their teachers assign through Schoolwork, such as when Your students mark an activity as complete and their feedback on assigned activities. If You enable the Student Progress feature in Apple School Manager, Apple will receive data about Your students' progress on assigned activities from participating apps, such as reading a chapter in a book, completing a set of math equations or taking a quiz.

In addition, Apple may collect diagnostic and technical data on Your students' use of the Service including, for example, IP address, information about Your students' devices, browsers, system and application software, and peripherals.

Use of Information

Apple may use students' Personal Data provided to Apple by You or Your End Users in connection with the Service in order to provide and improve the Service for educational purposes and to comply with applicable law.

Apple will not use students' Personal Data to help create, develop, operate, deliver or improve advertising. Personalized Ads will be disabled by default for all devices associated with Your Managed Apple IDs created through the Service to ensure Your students do not receive targeted advertising. However, non-targeted advertising may still be received on those devices, as determined by any third party apps that You may download.

Apple may use non-personally identifiable diagnostic, technical, usage and related information, including but not limited to, identifiers, information about Authorized Devices, system and application software, and peripherals, and cookies in order to provide and improve the Service; to facilitate the provision of software updates, product support and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement. For example, Apple may use non-personally identifiable data on Your students use of Schoolwork (which is not associated with a Managed Apple ID) to provide and improve the app.

Disclosure to Third Parties

Managed Apple IDs

Subject to the restrictions You set, Your students may also share information with Your other students and teachers through use of the Apple services and features that you choose to make available, including the services and features described above.

Additionally, if Your student uses his or her Managed Apple ID to sign in on a device that is owned by a third party (such as a friend or a parent's iPad), information associated with that student's Managed Apple ID account may be visible or accessible to others using the device unless and until the student signs out.

If You choose to access, use, download, install, or enable third party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products or services to access Personal Data as required for the use of those additional services. Certain of those third party products or services may also provide access to Personal Data to Apple, such as if You allow Your students to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third party products or services for use with a Managed Apple ID, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your student, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

Apple Service Providers

Apple may provide Personal Data to Apple Service Providers who perform certain tasks on Apple's behalf, such as processing or storing data and providing customer service, in connection with Apple's provision of the Service. You authorize the use of Apple Inc. as a Service Provider and any other Service Providers Apple may use, provided such Service Providers are bound by contract to treat such data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. A list of such Service Providers will be available upon request. Where an Apple Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Apple Service Provider's obligations as required under applicable law.

Others

Apple may also disclose Personal Data about You or Your students if Apple determines that disclosure is reasonably necessary to enforce Apple's terms and conditions or protect Apple's operations or users. Additionally, in the event of a reorganization, merger, or sale Apple may transfer any and all Personal Data You provide to the relevant party.

Access, Correction, and Deletion

Apple provides You with the ability to access, correct, or delete data associated with Your students' Managed Apple IDs. You can delete data associated with Your Managed Apple IDs through the Web Portal. If you have questions, you can contact us at <https://www.apple.com/legal/privacy/contact/>.

Parent/Guardian Review and Deletion of Information

The parents or guardians of student End Users with a Managed Apple ID in Primary/Secondary (K-12) schools can contact the Administrator to access their child's Personal Data or request deletion. If a parent or guardian wishes to stop any further collection of their child's Personal Data, the parent or guardian can request that the Administrator use the Service controls available to limit their child's access to certain features, or delete the child's account entirely.

Apple's Privacy Policy is available at <https://www.apple.com/legal/privacy/> and, to the extent consistent with this Notice and Section 3 of this Agreement, is incorporated herein by reference. **If there is a conflict between Apple's Privacy Policy and this Notice and Section 3 of this Agreement, the terms of this Notice and Section 3 of this Agreement shall take precedence** as relevant to the Service available via a Managed Apple ID.

PLEASE NOTE: THIS NOTICE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY THIRD PARTY APPS. PRIOR TO PURCHASE OR DOWNLOAD OF THIRD PARTY APPS AVAILABLE TO A STUDENT WITH A MANAGED APPLE ID, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD PARTY APPS.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH THE ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) CENTER

BACKGROUND INFORMATION:

The San Ysidro School District is renewing its agreement with the Advancement Via Individual Determination (AVID) Program. AVID is a college readiness program for students focusing on time management, academic preparation, and college/career awareness. In the past, the AVID program has been received very positively by teachers/coordinators, administrators, and counseling staff. AVID is an effective component of the San Ysidro School District’s commitment to The Compact for Success.

The AVID Program is offered to students at San Ysidro and Vista Del Mar Middle Schools. The District Director, site administrators as well as the site AVID coordinators will continue to collaborate to maintain this program at both middle schools.

The products and services included in this agreement for our two middle schools are:

- AVID Membership Fees Secondary
- AVID Weekly Secondary
- AVID Excel Benefit Package

RECOMMENDATION:

Approve the agreement with the Advancement Via Individual Determination (AVID) Center to provide college readiness program to middle school students during the 2023-24 school year at the approximate cost of \$12,118.00 to be paid from the Supplemental and Concentration fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.6: Continue to provide a rigorous course of study to prepare students to enter high school. Middle schools will provide programs such as college readiness and STEM. In addition, middle schools will offer electives such as AVID, Computer Science (PLTW), Spanish, VAPA, and programs such as Gifted and Talented Education (GATE). Elementary schools will also offer the GATE and PLTW programs. These programs promote equal access for all students, including unduplicated students and students with disabilities.

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?
 Yes No

Are funds for this item available in the 2023-2024 Budget?
 Yes No

Requisition #

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-87214
 Client: San Ysidro School District
 Address: 4350 Otay Mesa Rd
 San Ysidro, CA 92173

AVID Center Representative: Grecia Saavedra
 Phone: {858} 654-5015
 Email: gsaavedra@avid.org

Effective Date: July 01, 2023

Expiration Date: June 30, 2024

San Ysidro Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
1	AVID EXCEL Benefit Package	\$1,050.00	\$1,050.00
San Ysidro Middle School SUBTOTAL:			\$6,059.00

Vista Del Mar Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
1	AVID EXCEL Benefit Package	\$1,050.00	\$1,050.00
Vista Del Mar Middle School SUBTOTAL:			\$6,059.00

TOTAL:	\$12,118.00
	<i>plus all applicable taxes</i>

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

San Ysidro School District

Sign: _____
Print
Name: _____

Sign: _____
Print
Name: Marilyn Adrianzen

Title: _____

Title: Chief Business Official

Date: _____

Date: _____

Email: contracts@avid.org

Email: marilyn.adrianzen@sysdschools.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

SYSD Contact: Russell Little, Asst. Superintendent
russell.little@sysdschools.org
(619) 428-4476 x3019

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH CHULA VISTA ELITE ATHLETE TRAINING CENTER

BACKGROUND INFORMATION:

Extended School Year (ESY), a program that is offered to students with special needs per their IEP, will be conducting fieldtrips to the Chula Vista Elite Athlete Training Center located at 2800 Olympic Parkway, Chula Vista, CA 91915 on June 21 and 22, 2023.

The San Ysidro School District will be entering into an agreement with Chula Vista Elite Athlete Training Center as a part of a requirement by the said facility prior to conduct a fieldtrip by the students with special needs during the Extended School Year 2023.

Cost implications include: \$1,200.00 for the educational tour.

RECOMMENDATION:

Approve the agreement with Chula Vista Elite Athlete Training Center for a facility use and tour services at a cost of \$1,200.00 from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: Student Engagement and School Climate – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

\$1,200.00

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Quote#06 212223

Chula Vista Elite Athlete Training Center
 2800 Olympic Parkway
 Chula Vista, CA 91915
 tours@trainatchulavista.com
 (619) 482-6220

DATE: 05/01/2023

TO **Josie Villegas**
 District SPED Teacher
 619-428-4476 EXT 3072 josefina.villegas@syzsdschools.org

EVENT DATE	START TIME	GROUP CONTACT	USE	BALANCE DUE	BALANCE DUE DATE
Wednesday, June 21 st & Thursday, June 22 nd 2023	9:00am	Josie Villegas	Educational Tour	\$1,200.00	Payment must be received no later than 7/24/23 if paying by check with a PO

QTY	ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
60	Silver Tour	Guests - 60	\$20.00	\$1,200.00
TOTAL				\$1,200.00

This is a quotation on the goods named, subject to the conditions noted below:

TERMS & CONDITIONS OF QUOTATION: USER'S OFFER RESULTING FROM CVEATC'S QUOTATION IS EXPRESSLY CONDITIONED UPON USER'S ASSENT TO CVEATC'S STANDARD TERMS AND CONDITIONS. PAYMENT WILL BE COLLECTED PRIOR TO PROVISION OF SERVICES/GOODS DESCRIBED IN THIS QUOTE (SEE PAYMENT SCHEDULE). This quote is based on current information supplied by User about its requirements; actual costs may change once the elements are finalized, negotiated and/or depending on actual use by User. User will be notified of any changes in costs in advance of them being incurred.

Payment Schedule:

Full balance is due 30 days prior to tour, or if paying by Purchase Order (check) no later than 30 days after tour date.

*In case of rain or other inclement weather, your tour may need to be rescheduled. All efforts will be made to reschedule your tour in a timely manner, however we cannot guarantee availability when rescheduling. We do not offer any refunds for tour cancellations/inability to reschedule or for no-show guests.

Please confirm your acceptance of this quote by signing this document in the space provided below.

X _____ Date: _____
San Ysidro School District's Authorized Representative: Marilyn Adrianzen, CBO

Board approved: 05-30-23

STANDARD TERMS & CONDITIONS

1. **GENERAL.** These standard terms and conditions (“**Terms and Conditions**”) are incorporated into the Chula Vista Elite Athlete Training Center Booking Agreement to which these Terms and Conditions are attached.

2. **INTELLECTUAL PROPERTY.** The United States Olympic & Paralympic Committee (“**USOPC**”) trademarks, trade name, logo, or any other products or service names or slogans are trademarks of the USOPC and may not be copied, imitated, used, or displayed, in whole or in part, without the prior written consent of the USOPC, EAS, and the relevant national governing body. The User’s trademarks, trade names, logos, or any other products or service names or slogans are trademarks of the User and may not be copied, imitated, used, or displayed, in whole or in part, without the prior written consent of the User.

3. **CONFIDENTIALITY.** Each of User and EAS shall treat the Agreement and any information such party may have obtained or received in relation thereto, or arising out of or in connection with the performance of the Agreement or its negotiation, or relating to the business or affairs of the CVEATC and/or the other party hereto, as strictly confidential, and neither User nor EAS shall publish or disclose the same or any particulars thereof without the prior written consent of the other party hereto.

4. **ON-SITE CONDUCT.** EAS strives to maintain an environment free from intimidation, threats, or violent acts such as harassment, sexual harassment, or misconduct, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons or carrying weapons of any kind, offensive jokes or comments, or any other inappropriate act, as determined by EAS in its sole and absolute discretion. If EAS suspects wrongdoing, violation of its applicable rules of conduct, violations of health and safety rules, violations of law, or misuse of the CVEATC, then EAS reserves the right to immediately dismiss such person or persons from CVEATC and deny any further access by such person or persons to the CVEATC.

5. **REPORTING MISCONDUCT.** CVEATC has a grievance process, which is materially free of bias and conflicts of interest, to address allegations of misconduct following the report or a complaint of misconduct.

6. **FORCE MAJEURE.** “Force Majeure” means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the Contract Commencement Date specified in the Agreement; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF EAS AND USER WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF THE OTHER PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER EAS' NOR USER'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY HERETO UNDER THE AGREEMENT SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL PROGRAM COST.

8. **INDEMNIFICATION.** Each party (each, the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party, and such party's respective affiliates, officers, directors, members, shareholders, employees, representatives, agents, successors and assigns (collectively, the "Indemnified Parties") from and against all claims, actions, proceedings, costs, liabilities, expenses (including court costs and reasonable legal fees), losses and damages (each, a "Claim") resulting from claims brought by third parties arising from and caused by the Indemnifying Party's acts or omissions. In case any action or proceeding is brought against the Indemnified Parties, or any of them, by reasons of any such Claim, the Indemnifying Party, upon notice from the Indemnified Parties or any of them, shall defend the same at the Indemnifying Party's expense by counsel reasonably acceptable to the applicable Indemnified Parties.

9. **INSURANCE.** User shall purchase and maintain throughout the term of the Agreement insurance coverage as follows: (i) broad-form commercial general liability insurance including, without limitation, broad-form contractual liability coverage, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$3,000,000 in the aggregate (general aggregate limits to apply separately to the CVEATC); (ii) personal/commercial automobile liability insurance (including, as appropriate, owned, hired, and borrowed auto coverages) with limits of no less than \$1,000,000 per accident for bodily injury and property damage; (iii) umbrella or excess liability in the amount of \$5,000,000 in excess of the underlying general liability and automobile liability listed above; (iv) workers' compensation insurance as required by the state in which User is organized or the state in which User maintains its headquarters office so long as such workers compensation insurance covers out-of-state claims; (v) employers' liability insurance with a limit of \$1,000,000 per claim; and (vi) employment practices liability with a limit of no less than \$1,000,000 per claim. The Indemnified Parties shall be named as "additional insureds" under all such policies. User shall furnish such insurance policies to EAS upon demand. All policies, endorsements, certificates, and/or binders shall be subject to approval by the EAS as to form and content. User hereby grants to the Indemnified Parties a waiver of any right to subrogation which any insurer of User may acquire against the Indemnified Parties and User shall obtain any and all endorsements from its insurers required to make this waiver enforceable against such insurers. User agrees that the Indemnified Parties shall have no responsibility for any claim that is covered by User's insurance (or would have been covered if User had carried policies in compliance with this paragraph).

10. **GOVERNING LAW.** The validity, interpretation, construction, and performance of the Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws that would direct the application of another jurisdiction's laws

11. **REPRESENTATIONS.** Each of User and EAS hereby represents and warrants to the other party hereto that it has the legal capacity and authority to execute and deliver the Agreement and to perform its obligations hereunder. Upon the execution and delivery of the Agreement, the Agreement is the legal, valid and binding obligation of the parties, enforceable against the parties in accordance with its terms.

12. **INJUNCTIVE RELIEF.** Notwithstanding the foregoing, EAS and User shall be entitled to seek injunctive relief in the state and federal courts of San Diego County.

13. **JURISDICTION AND VENUE.** Any dispute or part thereof, or any claim for a particular form of relief, may be heard only in a court of competent jurisdiction.

14. **ASSIGNMENT.** EAS shall be permitted to assign, transfer, and subcontract its rights and/or obligations under the Agreement without any notification or consent required. However, the User shall not be permitted to assign, transfer, or subcontract any of its rights and/or obligations under the Agreement.

15. **MODIFICATION; WAIVER.** No provision of the Agreement may be waived or modified unless such waiver or modification is agreed to in writing and signed by the party to be charged. No waiver by any party hereto at any time of

any breach by the other party hereto of, or of compliance with, any condition or provision of the Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

16. ENTIRE AGREEMENT. The Agreement, without superseding any prior booking agreements entered into by the parties with respect to uses of the CVEATC other than those set forth on the first page of the Agreement, sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties whether oral or written, by any officer, employee, or representative of any party hereto, and any prior agreement of the parties hereto in respect of the subject matter contained herein is hereby terminated. No agreements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof have been made by either party that are not set forth expressly in the Agreement or in such prior written booking agreements.

17. SEVERABILITY. In the event that any provision contained in the Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions continue, and, in the event that a portion of any provision is held unenforceable, the remaining portion of such provision shall nevertheless be carried into effect.

18. COUNTERPARTS. The Agreement may be executed in counterparts, each of which will be considered an original. Execution of the Agreement may be affected by signatures submitted via facsimile or electronically in PDF or similar format. Each signature so submitted will be treated as an original.

19. BREACH. In addition to all remedies available under applicable law, or in equity, either party may terminate the Agreement if the other party fails to cure any material breach of the Agreement within 10 days of written notice thereof. If User or any of its Participants has breached the Code of Conduct, EAS may immediately remove such Participant(s) in violation of Code of Conduct from CVEATC.

20. ROOM AND FACILITY RENTAL, SERVICES, AND INCIDENTAL BILLING. EAS may, in its sole discretion, establish a master payment account (“**Master Account**”) for User. All charges for rooms, facility rentals, services, food and beverages, any other incidental charges and any applicable taxes shall be billed to the Master Account. At least three (3) weeks prior to the Check-in Date, User shall provide EAS with the following: (i) the names of the Participants authorized to sign for charges to the Master Account; and (ii) the names of the Participants whose room charges are to be billed to the Master Account. If the final bill is more than the Program Cost, EAS will charge the excess charges to the credit card on file, unless other payment arrangements have been agreed upon.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: ONLINE AGREEMENT WITH CLEVER INC.

BACKGROUND INFORMATION:

Clever is platform designed for educators in classrooms that “95,000 of U.S. schools” use as a “single sign-on to instantly access a world of digital learning.” The District has been using the Clever website portal to sync data between our Synergy student information system and the various educational websites the District subscribes to. This provides class rostering as well as a simplistic way for teachers and students to access these learning websites.

Clever’s Edtech Analytics provides insight on which edtech is being used, and for how long (whether or not it was accessed through Clever, so we’ll know exactly what’s working, what’s not working, and who needs help. This will provide the District an additional dashboard showing which of the educational websites we subscribe to are being used effectively and help the District plan future learning platform needs.

An online agreement needs to be agreed to in order to access the Clever Edtech Analytics online platform.

RECOMMENDATION:

Approve the online agreement with Clever to access the Edtech Analytics online platform at no cost to the District.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Clever General Terms of Use

Effective Date: June 30, 2022

Welcome to Clever! We're ("we", "us", or "Clever") delighted to have you on our website and maybe even using our service (the "Services"). Please continue reading to learn about the terms by which you may use our web and/or mobile services (collectively, the "Services").

These General Terms of Use apply to all: (i) schools, school districts, and related entities and organizations that sign up to use the Services, including but not limited to administrators who access the Services on their behalf (each a "School"); (ii) non-School visitors, users, and others, including students, teachers, and their parents or guardians, who use the Services; and (iii) third-party providers of software, applications or tools (each a "Developer" and collectively with the individuals referenced in (ii) above and Schools, the "Users" or "you"). If you're a School, our [Additional Terms of Use for Schools](#) apply to you too. If you are a parent or guardian that creates an account on Clever (each a "Parent"), our [Additional Terms of Use for Parents](#) apply to you, too. If you're a Developer, our [Additional Terms of Use for Developers](#) apply to you too. These General Terms of Use, the [Additional Terms of Use for Schools](#) (as applicable to Schools), [Additional Terms of Use for Parents](#) (applicable to Parents) and the [Additional Terms of Use for Developers](#) (as applicable to Developers) are collectively referred to herein as the "Agreement".

By accessing or using the Services, checking the box marked ["I Agree"], or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the Clever [Privacy Policy](#), otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our Privacy Policy may change too. If you are a School or a Developer using the Services, we will notify you via email in advance of any material changes to the terms. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

agreement in Section 3(viii) (the "Arbitration Agreement") and class action/jury waiver provision in Section 3(ix) (the "Class Action/Jury Trial Waiver") that apply to you. The Arbitration Agreement and Class Action/Jury Trial Waiver require, with only specified exceptions in Sections 3(viii) and 3(ix) or unless you opt out pursuant to the instructions in Section 3(viii), the exclusive use of final and binding arbitration on an individual basis only to resolve disputes, rather than jury trials or class, collective, private attorney general or representative actions or proceedings. ***

SECTION 1. WHAT ARE CLEVER'S SERVICES AND WHO CAN USE THEM?

What do we do? We provide Schools both data integration and single sign-on functionality, making it easier for Schools to choose, deploy, and control software, applications or tools made available by Developers that are used by their teachers and students, as well as to use certain Clever software applications we may make available to access the Services via a website or mobile device (our "App"). We also operate an online application marketplace where Developers can offer to sell subscriptions to their own software applications for direct distribution to Schools (the "Clever App Store").

You're allowed to use the Services only if you can form a binding contract with Clever, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. If you've been removed from the Services previously, you're not allowed to use them again.

Subject to the terms and conditions of this Agreement, Clever grants to you permission to access and use the Services. We reserve all rights not expressly granted to you in the Services and the Clever Content (as defined below). We may terminate this license at any time for any or no reason.

i) DETAILS ABOUT THE CLEVER SERVICES

Your Clever account gives you access to our Services, but don't sign up on behalf of a School if you do not have the requisite authority to do so. Once you sign up, you are responsible for your account and any data associated with it.

Your Clever account gives you access to the Services and functionality we make available from time to time and at our discretion, which may include single sign-on capability for certain applications made available by Developers. We maintain different types of accounts for different types of Users. If you open a Clever account on behalf of a School or a Developer, then

Remember: you are responsible for any activity that occurs on your account, you may never use someone else's account without permission, and you must keep your account password secure. We recommend using "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and are not reused with any other service) with your account to avoid unauthorized use. Please let us know immediately if you think your account's security has been compromised so we can help; we are not liable for any losses of any kind caused by any unauthorized use of your account.

ii) WHAT CONTROL DO I HAVE OVER MY USE OF THE SERVICES?

You may control your profile and how you interact with the Services by changing the settings in your [settings page](#). By providing your email address to us you consent to our using the email address to send you Services-related notices, including any required legal notices and other messages, such as additions or changes to the Services and/or notices of product offers. You may opt out or change your preferences in your [settings page](#). While we need your email address to send you important Services-related notices, you can always ask us to stop sending you certain marketing messages. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

iii) RESTRICTED USES

Please don't do anything to harm our product or try to hack our Services. Specifically, by using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Clever servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than

Services or related content.

We continually update our Services to offer the best possible product. While we plan to continue to offer and improve our Services, we may, without prior notice, change, cancel, create usage limits for, or permanently or temporarily stop offering or allowing you access to the Services generally ("Service Changes"). While we'll try to give you advance notice of Service Changes that will adversely affect you, this might not be practical or possible and we retain the right to make Service Changes without notice and liability for any reason. If this Agreement ends you continue to be bound by it in any interactions you may have with the Services.

You are fully responsible for your interactions with other Users, and we have no liability for your interactions with any other Users, or for any User's actions or inactions with respect to you.

iv) USER CONTRIBUTIONS

The Services may contain interactive features like personal messaging and product review functions that allow Users to post, submit, publish, display, or transmit (collectively, "Share") messages, content and other materials ("User Contributions") to Users or other persons content or materials on or through the Services. All User Contributions must comply with this Agreement.

By Sharing User Contributions through our Services, you agree to allow others to view, edit, share, and/or interact with those User Contributions in accordance with your settings and this Agreement. We have the right (but not the obligation) in our sole discretion to monitor and remove any User Contributions that are Shared via our Services. You hereby grant each User a non-exclusive license to access your User Contributions through our Services, and to use, reproduce, distribute, display and perform your User Contributions, which you make available to such User through our Services. You further grant, and represent and warrant that you have all rights necessary to grant, to us an irrevocable, perpetual, transferable, sublicensable (through multiple tiers), fully paid, royalty-free, and worldwide right and license to use, copy, store, modify, distribute and display your User Contributions: (a) to maintain and provide our Services; (b) other User Contributions submitted as personal messaging, to improve our products and services and for our other business purposes, such as data analysis, customer research, developing new products or features, and identifying usage trends; and (c) to perform such other actions as described in the Clever Privacy Policy or as authorized by you in connection with your use of our Services.

You understand and acknowledge that you are responsible for any User Contributions you Share, and you, not we, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other User.

We have the right to:

- Remove or refuse to post any User Contributions in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the safety of Users or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. This next sentence is surrounded by stars because it is important: *** You waive and hold us and our affiliates, licensees, and service providers harmless from any claims resulting from any action we or our affiliates, licensees, and service providers take during, or taken as a consequence of, investigations related to such cooperation. ***

We cannot review all User Contributions before they are Shared, and cannot ensure prompt removal of objectionable material after it has been posted. We assume no liability for any action or inaction regarding transmissions, communications, or content

vi) ADDITIONAL TERMS APPLICABLE TO OUR APP

To use our App you must have a mobile device that is compatible with the App. Clever does not warrant that our App will be compatible with your mobile device. You may use mobile data in connection with our App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Clever hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of our App for one Clever User account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer our App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer our App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of our App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of our App, features that prevent or restrict use or copying of any content accessible through our App, or features that enforce limitations on use of our App; or (v) delete the copyright and other proprietary rights notices on our App. You acknowledge that Clever may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in our App is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of our App or any copy thereof, and Clever or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Clever reserves all rights not expressly granted under this Agreement. If our App is being acquired on behalf of the United States Government, then the following provision applies. Our App will be deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. Our App originates in the United States, and is subject to United States export laws and regulations. Our App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, our App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of our App and the Services.

Apple-sourced software or content thereof. Your use of the Apple-sourced software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Clever as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Clever as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Clever, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Clever acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

SECTION 2. RIGHTS IN OUR CONTENT

"Student Data" is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School, and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA") that Schools provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it. Our [Additional Terms of Use for Schools](#), [Additional Terms of Use for Developers](#), and [Privacy Policy](#) provide more detail around how we handle Student Data.

hereafter come into existence, and all related applications and registrations, renewals and extensions.

Except for Student Data or the applications made available by Developers, the Services and all materials made available to you in connection with them, including, but not limited to, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and any content belonging to other Users (the "Clever Content"), and all related Intellectual Property Rights, are the exclusive property of Clever and its licensors. Except as specified in this Agreement, nothing may be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Clever Content. To be clear: any use of the Clever Content for a purpose not expressly permitted by this Agreement is strictly prohibited.

If you send us ideas or comments about our Services, you agree that we may freely use or reference those ideas and comments and we do not owe you any payment or have any other obligation of any kind for such ideas or comments.

SECTION 3. GENERAL LEGAL TERMS

i) CLEVER DATA

Certain parts of the Services may allow you to obtain or access analytics or other data or information associated with your account ("Clever Data"). The data elements we collect and use to create Clever Data depends on your student information system ("SIS") type and the applications you are working with. You can find the data elements used by each application by going to your dashboard.

Clever Data is licensed to you for your use on a limited basis, and is governed solely by the terms of this Agreement and available for distribution only at our sole discretion. Clever owns the account you use to access the Services along with any rights of access or rights to data stored by or on behalf of Clever on Clever servers (except with respect to any Student Data that we may be storing for you), including but not limited to any data representing any or all of your Clever Data. Clever has the right to manage, control and even eliminate Clever Data, except that Clever may only use Student Data as specifically permitted by this Agreement.

with or without notice and with no liability of any kind. We do not provide or guarantee, and expressly disclaim, any value, cash or otherwise, attributed to any data residing on Clever's servers. If you're a School, you should be absolutely sure to keep copies of Student Data in your SIS or in other secure storage. You should not rely on us to provide copies of or access to your student data. ***

ii) PRIVACY AND SECURITY

We take very seriously the privacy of our users, including schools, teachers, parents, and students. By using the Services you consent to the collection, use and disclosure of your information (including but not limited to Student Data) as set forth in our [Privacy Policy](#) and, if you're a School, in the [Additional Terms of Use for Schools](#), and to have your information (including but not limited to Student Data) collected, used, transferred to and processed in the United States pursuant to our [Privacy Policy](#).

iii) THIRD-PARTY SERVICES

Our Services may incorporate or contain links to websites, products, applications, services, related product and service descriptions, marketing materials and/or other content or information made available by Developers or other third party providers (collectively, "Third-party Materials"). Keep in mind that we do not endorse or assume any responsibility for any Third-party Materials (including but not limited to software or applications made available by Developers via the Clever App Store or otherwise). If you access or use any Third-party Materials or engage with a third-party Developer from or within the Services, you understand that you do so at your own risk, and you understand that this Agreement, the [Additional Terms of Use for Schools](#), [Additional Terms of Use for Developers](#), and our [Privacy Policy](#) do not apply to your use of those Third-party Materials, which have their own applicable terms and policies. Additionally, your dealings with Developers found on or through the Services, including for payment, use of your Student Data by the Developers, and your agreement to any terms and conditions of such Developers (such as warranties or privacy policies) are only between you and such Developers. We are not responsible for any loss or damage of any sort relating to your dealings with such Developers or other Third-party Providers.

Without limiting the foregoing, with respect to any use of Google Classroom as integrated with the Services, you agree to comply with the [Google APIs Terms of Service](#) and such other terms and conditions as Google may provide from time to time.

iv) INDEMNITY

obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties; (iii) your violation of any third-party right, including but not limited to any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including but not limited to FERPA, the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"); (v) any content or information that is submitted via your account; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

These next few sections are surrounded by stars so we can be sure we have your attention because they are important. Again, please feel free to contact us by visiting our [Help Center](#) if any of this is unclear or if you have any questions about what these sections mean.

v) WARRANTY DISCLAIMER

*** The Services are provided on an "as is" and "as available" basis. Use of the Services is at your own risk. To the maximum extent permitted by applicable law, the Services are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, Clever, its subsidiaries, its affiliates, and its licensors do not warrant that the Clever Content is accurate, reliable or correct; that the Services will meet your requirements; that the Services will be available at any particular time or location, uninterrupted; that any defects or errors will be corrected; or that the Services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from such download or your use of the Services. ***

*** We do not warrant, endorse, guarantee, or assume responsibility for any Third-party Materials (including without limitation Developers' applications or any product or services advertised or offered by a third party through the Services), and we will not be a party to or in any way monitor any transaction between you and third-party providers of Third-Party Materials (including without limitation Developers). ***

vi) LIMITATION OF LIABILITY

*** To the maximum extent permitted by applicable law, in no event shall Clever, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Services. Under no circumstances will Clever be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your account or the information contained therein. ***

*** To the maximum extent permitted by applicable law, Clever assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the services; (v) any malicious software agents that may be transmitted to or through our services by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services; and/or (vii) content you create or the defamatory, offensive, or illegal conduct of any third party. In no event shall Clever, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Clever hereunder or \$100.00, whichever is greater. ***

*** This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Clever has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. ***

The Services are controlled and operated from US-based facilities, and we make no representations that they're appropriate or available for use in other locations. If you access or use the Services from other jurisdictions, you understand that you're entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. Because we have to say this, you may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

vii) GOVERNING LAW

Agreement will be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. You acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of the Arbitration Agreement in Section 3(viii) and preempts all state laws to the fullest extent permitted by law. If the FAA is determined to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions related to this Agreement. You agree that Santa Clara County, California is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

viii) ARBITRATION

*** Read this section carefully because it requires Parents and Developers to arbitrate their disputes and limits the manner in which they can seek relief from Clever. ***

If you are a Parent or a Developer, then this section (the "Arbitration Agreement") applies to and governs any dispute, controversy, or claim between you and Clever that arises out of or relates to, directly or indirectly: (a) this Agreement, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of the Services, including receipt of any advertising or marketing communications; (c) any transactions through, by, or using the Services; or (d) any other aspect of your relationship or transactions with us, directly or indirectly, as a consumer ("Claim" or collectively, "Claims"). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your agreement to this Agreement.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within 30 days of accepting this Agreement by emailing us at legal@clever.com with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Note that opting out of this Arbitration Agreement does not affect any other part of this Agreement, including the provisions regarding controlling law or in which courts any disputes must be brought.

exclusively through binding arbitration by AAA before a single arbitrator (the "Arbitrator"), under the Expedited Procedures then in effect for AAA (the "Rules"), except as provided herein. In the event of any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall control. AAA may be contacted at www.adr.org, where the Rules are also available. The arbitration will be conducted in the U.S. county where you live or Delaware, unless we agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Services for non-commercial purposes: (i) AAA may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from AAA; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and Clever agree that the Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Agreement, any provision of the Agreement, is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

Nothing in this section shall be deemed as: preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights; or preventing you from asserting claims in small claims court, if your claims qualify and so long as the matter remains in such court and advances on only an individual (non-class, non-representative) basis.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver below is found to be void, unenforceable, or unlawful, in

All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

ix) CLASS ACTION / JURY TRIAL WAIVER

*** With respect to all Parents and Developers, regardless of whether they have obtained or used the Services for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You and Clever agree that the arbitrator may award relief only to an individual claimant and only to the extent necessary to provide relief on your individual claim(s). Any relief awarded may not affect other users. You and Clever further agree that , by entering into this Agreement, you and Clever are each waiving the right to a trial by jury or to bring, join, or participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind as a plaintiff or class member. ***

x) DMCA NOTICE

Since we respect artist and content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Services;
4. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, e-mail address;

6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Legal Department

Tel.: 1-877-578-5572

Email: legal@clever.com

*** Under Federal Law, if you knowingly misrepresent that online material is infringing, you may be subject to criminal prosecution for perjury and civil penalties, including monetary damages, court costs, and attorneys' fees. ***

This procedure is exclusively for notifying us that your copyrighted material has been infringed. The requirements above are intended to comply with our rights and obligations under the DMCA, but do not constitute legal advice. It may be advisable to contact an attorney regarding rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, we have a policy of terminating, as appropriate, Users deemed to be repeat infringers. We may also choose to limit access to the Services and terminate the accounts of Users who infringe intellectual property rights of others, whether or not there is any repeat infringement.

xi) SEVERABILITY AND WAIVER

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us in accordance with the terms of our [Privacy Policy](#). This Agreement, together with any amendments and any additional agreements you may enter into with Clever in connection with the Services including other agreements referenced herein, constitute the entire agreement between you and Clever concerning the Services. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. No waiver of any term of this Agreement will be deemed

government or any agency thereof, then the Services will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Section 12.212, respectively, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Services and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. Neither party will hold themselves out to be joint venturers, and neither party is authorized or empowered to act as the agent of the other.

xii) HOW TO CONTACT US

If you have any questions about this Agreement, please contact us by visiting our [Help Center](#).

Additionally, Clever can be reached:

By Email: trust@clever.com

By Phone: 1-800-521-6516

[↑ Back to top](#)



Products

Rostering

Single Sign-on

Clever Badges

Company

About us

Careers

DE&I

Trust

Trust

Privacy

Security

Help

Help center

Clever Academy

Product Releases

Clever Additional Terms of Use for Schools

Effective Date: June 30, 2022

Welcome to Clever's Additional Terms of Use for Schools (the "**Additional Terms for Schools**"). If you are a School, please also review our [General Terms of Use](#) and our [Privacy Policy](#). If you're not a School (as defined in the [General Terms of Use](#)), these Additional Terms for Schools do not apply to you.

Capitalized terms that are not defined below have the definitions given them in the [General Terms of Use](#).

By using the Services, you authorize us to access your SIS or receive Student Data or other information via SIS, Secure File Transfer Protocol ("**SFTP**"), Google Classroom integration, or any other secure transfer method to provide you software integration services.

SECTION 1. KEEPING YOUR STUDENT DATA CONFIDENTIAL (THIS IS VERY IMPORTANT TO US) AND COMPLYING WITH APPLICABLE LAWS

We treat your Student Data as confidential and do not knowingly share it with third parties other than as described in Section 2(B) and in the [General Terms of Use](#) and our [Privacy Policy](#).

Both parties agree to uphold their responsibilities under the Family Educational Rights and Privacy Act ("**FERPA**"), the Protection of Pupil Rights Amendment ("**PPRA**"), and the Children's Online Privacy and Protection Act ("**COPPA**"). We provide the Services under the school official exception of FERPA 34 CFR Part 99.31(a)(1). The Children's Online Privacy and Protection Act ("**COPPA**") requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. You represent and warrant that you have the authority to provide consent on behalf of parents, for us to collect information from students for the purpose of providing the Services to you as described in these Terms before allowing children under 13 to access our Services. We recommend that all Schools provide appropriate disclosures to students and

SECTION 2. AUTHORIZATION TO ACCESS YOUR STUDENT DATA

A. OUR ACCESS

You authorize us to access Student Data and will provide a way for us access the information stored in your SIS, for example through Secure File Transfer Protocol ("SFTP"), Google Classroom integration, or any other secure transfer method to provide you software integration services. We will access and process Student Data only in order to provide the Services. As between us, you own all right, title and interest to all Student Data, you are (and other Schools are) solely responsible for any and all Student Data, whether provided by you, students, or others, and we do not own, control, or license Student Data, except to provide the Services.

B. PARENT ACCESS

You may provide access to Student Data to a student's parent or legal guardian (a "**Parent**") by inviting a Parent to create a Parent account. You acknowledge and agree that you, and any school official or administrative user that enables such Parent access features, will only provide Parent access to those parents or legal guardians who are authorized to access a student's educational records and that you are solely responsible for the consequences of providing access to Student Data to Parents through the Services. At any time, you can limit or revoke a Parent's access to Student Data.

As between us, you own all right, title and interest to all information you provide to Clever about Parents. However, if a Parent creates an account with Clever, that Parent account is owned and controlled by the Parent and is subject to the Additional Terms of Use for Parents between Clever and the Parent.

C. THIRD PARTY ACCESS

Certain Clever services enable single sign-on access to, or data integrations with, other software, applications or tools provided by third-party education technology providers or developers ("**Developers**") that you designate to securely access Student Data via our API. We will not send Student Data to any third-party Developer unless explicitly authorized by you. Your relationship with each Developer is governed by your independent agreement with each Developer and not by these Additional Terms of Use for Schools. You acknowledge and agree that we are not responsible for the data practices of third-party Developers, and

Developer's ongoing access to Student Data via the API by visiting our [Help Center](#).

We provide access to Student Data only to those employees and certain trusted service providers who have a legitimate need to access such information in connection with providing the Services to you. Of course, anyone involved in the handling of Student Data will treat such data as strictly confidential and shall not redisclose such data except as necessary in order to provide the Services. We will maintain access log(s) that record all disclosures of or access to Student Data within our possession and will provide copies of those access log(s) to you on your request.

D. OTHER ACCESS

Access to Student Data is controlled by Schools. Parents, legal guardians, and students can ask for their Student Data via their Schools. If there are any changes that need to be made in Clever, the district will upload the new Student Data to Clever.

SECTION 3. HOW WE USE YOUR STUDENT DATA

A. IN GENERAL

By submitting Student Data or other information to us, whether via the Services or otherwise, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license during the term of these Additional Terms for Schools and our [General Terms of Use](#) to use, transmit, distribute, modify, reproduce, display, and store the Student Data only for the purposes of: (i) providing the Services as contemplated in these Additional Terms for Schools and our [General Terms of Use](#), (ii) maintaining, supporting, evaluating, diagnosing and developing our Services, and (iii) enforcing our rights under these Additional Terms for Schools and our [General Terms of Use](#). We will not use the Student Data for any purpose except as explicitly authorized by these Additional Terms for Schools and our [General Terms of Use](#).

B. DE-IDENTIFIED DATA

You agree that we may collect and use De-Identified Data to operate, analyze, improve, market or develop educational sites, services or applications and to demonstrate the effectiveness of our products or services. De-Identified Data means data from which all personally identifiable information, including direct and indirect identifiers, has been permanently removed or

will be aggregated or anonymized to reasonably avoid identification of a specific school or individual student. For example, we may (i) track the number of School users or administrators on an aggregate basis as part of our marketing efforts to publicize the total number of Users of the Services, and (ii) analyze aggregated usage patterns for product development efforts. You further agree that we may use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of De-Identified Data even after this Agreement has expired or been terminated.

C.RESTRICTIONS ON USE OF STUDENT DATA FOR ADVERTISING

For clarity and without limitation, we will not use Student Data to: (i) advertise or market to students or to direct targeted online advertising to students, (ii) advertise or market educational products and services to parents/guardians, unless with consent of the parent/guardian and/or School, (iii) develop a profile of a student, parent/guardian or group, other than for the purpose of providing educational services or as authorized by School or by a parent/guardian, or (iv) for any other commercial purpose unless authorized by School or permitted by applicable law. Notwithstanding the foregoing, nothing in this section shall be read to prohibit Clever from: (a) marketing educational products and services directly to parents, guardians or School employees so long as the marketing does not result from the use of Student Data obtained by Clever from providing the Services, (b) using Student Data to recommend educational products or services to parents/guardians or School employees so long as the recommendations are not based in whole or in part by payment or other consideration from a third party, or (c) using aggregate information to inform, influence or enable marketing, advertising, or other commercial efforts, generally.

SECTION 4. DELETING STUDENT DATA AND TERMINATING YOUR ACCESS TO THE SERVICES

A. DELETING STUDENT DATA

By law, a Student or Parent may have the right to request modification or deletion of Student Data. All such requests should be submitted to the Student's School and not to Clever. Upon written request received from a School, we will delete a student's Student Data (other than De-Identified Data) in our possession at any time. We will comply with the request in a commercially reasonable time not to exceed ten (10) business days (other than data residing on backups or internal logs which will be removed within sixty (60) days). We may not be able to delete information that was previously shared with others through the Service, such as the content of messages. Similarly, we cannot delete information previously shared with a Developer. If you

B. TERMINATING YOUR ACCESS TO THE SERVICES

Schools may, at any time and for any or no reason, terminate these Additional Terms for Schools and our [General Terms of Use](#) by providing written notice by visiting our [Help Center](#), except that provisions that by their nature should survive termination will survive termination, such as provisions relating to warranty disclaimers, limitations of liability, indemnities, and governing law.

Within seventy-two (72) hours of our receipt of a confirmed notice of termination or earlier if commercially reasonable to do so, we will cease accessing your SIS (and will cease any third-party Developer access you had authorized). We will automatically delete or de-identify all Student Data within seventy-two (72) hours of our receipt of the termination notice, except for Student Data residing on backups or internal logs which will be removed within sixty (60) days. Because the Student Data that Clever may have access to is already present in the School's SIS system, we do not provide a mechanism to return Student Data upon termination. As noted above, Student Data that has previously been made available to Developers may still be in Developers' possession notwithstanding the School's termination of these Additional Terms for Schools and our [General Terms of Use](#), and the Developer's subsequent use or deletion will be governed by any agreements between School and Developers. Termination of your agreement with Clever will not terminate any agreement you have with a third-party Developer. We may terminate these Additional Terms for Schools and our [General Terms of Use](#) in accordance with the [General Terms of Use](#).

SECTION 5. PRIVACY AND SECURITY

A. STUDENT DATA

We care deeply about the privacy and security of Student Data. We maintain strict administrative, technical, and physical safeguards to protect Student Data stored in our servers, which are located in the United States. We limit access to Student Data only to those employees or service providers who have a legitimate need to access such data in the performance of their duties. All of our employees with access to Student Data are required to have passed a background check and receive annual training on how to maintain the security and confidentiality of student records. You can learn more about our comprehensive security program by reviewing the [Clever Security Practices](#).

In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by Clever (a "**Security Incident**"), we will promptly notify the Clever account owner of

Security Incident, (iii) the type of Student Data affected, (iv) the cause of the Security Incident, if known, (v) the actions we have taken or will take to remediate any deleterious effects of the Security Incident, and (vi) any corrective actions we have taken or will take to prevent a future Security Incident. If, due to a Security Incident caused by the acts or omissions of Clever or its agents, a notification to an individual, organization or government entity is required under applicable privacy laws, you agree that, as the owner of the Student Data, you are responsible for the timing, content, cost, and method of any required notice and compliance with those laws and Clever will indemnify Schools for all reasonable costs related to legally-required notifications. With respect to a breach of a third party Developer service or application whose service is accessed through the Clever Service or any other Security Incident which not caused by the acts or omissions of Clever or its agents, Clever shall reasonably cooperate with School's investigation of the Security Incident, as School requests, at School's reasonable expense, but Clever shall not indemnify a School for costs associated with the Security Incident. Clever shall be responsible for the timing, content, cost and method of notice and compliance with such laws as they relate to users that are not associated with a School account.

B. DATA PROCESSING TERMS

Depending on your location, the following additional terms may apply to you. These terms govern our processing of "personal information" or "personal data" (as may be defined under applicable law) on your behalf under various country data protection and privacy laws. Please refer below to the additional terms that may be applicable to you:

- **Europe.** If you're a School located in the European Economic Area, United Kingdom or Switzerland, then the [European Data Processing Addendum](#) is incorporated into these Additional Terms for Schools and forms part of the Agreement.
- **Canada.** If you're a School located in Canada, then the [Canadian Data Processing Addendum](#) is incorporated into these Additional Terms for Schools and forms part of the Agreement.

If you prefer, you can request a signed copy of the data processing addendum by contacting us at legal@clever.com and identifying the location of your School.

SECTION 6: ADDITIONAL TERMS APPLICABLE TO THE CLEVER APP STORE

This Section applies to your use of the Clever App Store, an online application marketplace where Developers can offer to sell subscriptions to their software applications (each a "Developer App") for direct distribution to Schools.

recommend requesting and reviewing carefully before purchasing any Developer App. Clever does not have any liability under any contract between you and a Developer nor any breach by you or the Developer of any of the terms of any such contract. Further, Clever does not guarantee the accuracy or completeness of any information made available in Clever App Store relating to the Developer Apps.

You agree to pay Developers directly for your use of Developer Apps made available in the Clever App Store. Clever may permit you to make payments via a third-party payment processor in the Clever App Store, but is not required to do so. You may be required to enter into a separate agreement with the Clever App Store payment processor. Clever has no obligation to track or process payments, authenticate paid or previously paid downloads, maintain payment records, or pay, report, or charge or collect sales, excise, value-added, or similar taxes. Note that Clever may separately require Developers to pay Clever to post their Developer Apps in the Clever App Store.

Clever has no obligation to provide any maintenance and support services with respect to the Developer Apps. If a Developer App does not perform as expected, please raise your concerns directly with the applicable Developer. To the extent permitted by law, Clever makes no warranties with respect to the Developer Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by your contract with the applicable Developer. Clever has the right to refuse to include any Developer App and/or associated content on the Clever App Store. In addition, Clever may, at any time, in its sole discretion and without notice, take down or remove any Developer App or associated content from the Clever App Store.

You agree that Clever is not responsible for addressing any claims of you or any third party relating to the Developer Apps or your possession and/or use of the Developer Apps, including, but not limited to: (i) product liability claims; (ii) any claim that a Developer App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection laws or similar laws. In the event of any third-party claim that a Developer App infringes a third party's intellectual property rights, the Developer, not Clever, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by your contract with the applicable Developer.

SECTION 7: FEES AND PAYMENT TERMS

Form, all payment obligations are non-cancelable and fees paid are non-refundable. You will provide us with either valid credit card information, a valid purchase order or alternative payment document reasonably acceptable to us. If you provide us with a credit card, then you authorize us to charge such credit card for all purchased products and services listed in the Order Form(s). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, then we will invoice you in advance and in accordance with the relevant Order Form(s). Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. If any amount owing by you under this Agreement or any other agreement is 30 or more days overdue, then we may, without limiting our other rights and remedies, suspend our Services to you until such amounts are paid in full. Prices and fees are exclusive of any federal, state, local or other taxes, which will be your responsibility, unless you provide us with proof of your tax-exempt status. Taxes, if any, will be listed separately on the invoice. Upon our request, you will provide us with a certificate or other evidence documenting your tax-exempt status.

SECTION 8. QUESTIONS

We here at Clever hope that you will have the best possible experience when using our Services. If you have any questions or concerns about our Services or anything in our [General Terms of Use](#), these Additional Terms for Schools, or our [Privacy Policy](#), please don't hesitate to contact us by visiting our [Help Center](#) and we'll do our best to promptly respond to you.

Thanks for reading!

[↑ Back to top](#)



Clever

San Ysidro School District

Home

Applications ▶

SSO & Portal ▶

Analytics ▶

✂ Support tools ▶

Data browser

Sync

Team

Add ons

IDM

App Store

🛠 Training & Support

Edtech Analytics Addendum

Last Modified: Thursday, April 22nd 2021

This Edtech Analytics Addendum (the “**Addendum**”) to the Clever General Terms of Use, located at: <https://clever.com/trust/terms> (the “Agreement”), is by and between Clever and School. The Agreement is amended to add as an addendum this Addendum to govern the School’s use of the Clever Edtech Analytics Service. Except as they may be expressly modified herein, the terms of the Agreement will continue in full force and effect as specified in the Agreement and will apply to this Addendum. If your School’s use of Clever is subject to a customer agreement, you must contact your account success representative before opting-in to Edtech Analytics Service.

Capitalized terms not defined herein shall have meaning in the Agreement.

1. Edtech Analytics Service Terms

1.1 Clever has developed a proprietary analytics service (the “**Edtech Analytics Service**”) that collects usage data through a browser extension to provide usage analytics and statistical analysis related to the use of educational products and services.

1.2 The Edtech Analytics Service is currently available free of charge to existing school users. The features and functionality of the Edtech Analytics Service are subject to change at any time for any reason or for no reason at all.

2. Proprietary Rights

2.1 **Clever Property.** In providing the Edtech Analytics Service, Clever utilizes analytical, predictive and optimization models, frameworks, algorithms and similar systems (“Clever Technology”). Subject to the rights and limitations described herein and in the Agreement, you authorize Clever to process Usage Data (defined below) for the purpose of providing and improving the Edtech Analytics Service, including the Clever Technology. You agree that you shall have no rights to, and that Clever shall exclusively own, all improvements to the Edtech Analytics Service and the Clever Technology, including improvements based on or revealed by Usage Data collected under this Addendum, provided that you retain all rights and ownership of Usage Data and Student Data in accordance with this Addendum and the Agreement.

3. The Edtech Analytics Service

3.1 The Analytic Service collects information through the browser extension about a user’s browsing behavior (“**Usage Data**”) and use of educational websites, applications or services for the purpose of providing the Edtech Analytics Service to School.

3.2 The browser extension shall only collect Usage Data associated with a user’s access and use of select educational websites, applications and services (the “**Whitelisted Services**”). You can view a list of the Whitelisted Services [here](#). The Whitelisted Services are subject to change at any time, but we will do our best to update this list as needed.

4. School Representations

Clever
San Ysidro School District

Home

Data browser

Sync

Team

IDM

App Store

4.1 You represent and warrant that you shall install, or cause to be installed, the browser extension only with respect to user accounts you own or control, and that you have provided appropriate disclosures to, and any received any necessary consents from, your Users or any other end users regarding the installation of the browser extension on with respect to any account which is used to participate in the Edtech Analytics Service. For clarity and without limitation, you are solely responsible for the selection of user accounts to which the browser extension will be associated, and for the installation of the browser extension on such accounts for the purpose of participating in the Services.

5. Data Protection

5.1 **Student Data is governed by the Agreement.** Except as otherwise provided herein, the Agreement and the Clever Privacy Policy govern and describe the ways in which Clever accesses and uses Student Data. In the event of a conflict between the Agreement, the Privacy Policy and this Addendum, the terms of this Addendum shall govern.

5.2 **Compliance with laws.** We treat your Student Data as confidential in accordance with the Agreement. As described in the Agreement, School and Clever agree to uphold the obligations to protect personal information under the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), and the Children’s Online Privacy and Protection Act (“COPPA”). We provide the Edtech Analytics Service under the school official exception of FERPA 34 CFR Part 99.31(a)(1). The Children’s Online Privacy and Protection Act (“COPPA”) requires that online service providers obtain clear and verifiable parental consent before collecting personal information from children under 13. You represent and warrant that you have the authority to provide consent on behalf of parents, as needed, for Clever to collect information from students in the manner described in this Addendum.



that Usage Data is combined or associated with Student Data or is otherwise linked to a direct or indirect identifier that could reasonably relate to an identified student, such data shall be treated as Student Data in accordance with the Agreement.

5.4 **How we use Usage Data.** By permitting us to access and collect Usage Data, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to us a non-exclusive, royalty-free, worldwide license during the period of the School’s use of the Edtech Analytics Service (the “**Edtech Analytics Service Term**”) to collect, use, and retain Usage Data for the purposes of: (i) providing the Edtech Analytics Services as contemplated in this Addendum, (ii) analyzing, improving and developing the Edtech Analytics Service, Clever Technology and our other Clever services. For clarity and without limitation, we will not use Usage Data to target advertising or recommendations to students.

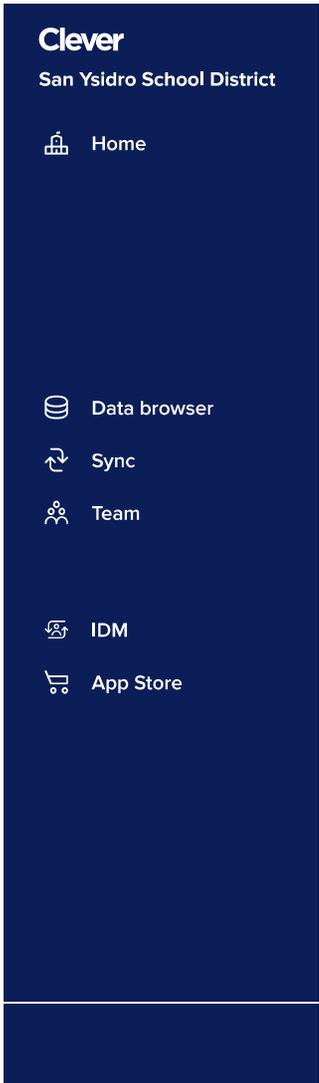
5.5 **Delete and Termination.** Upon termination of the Edtech Analytics Service, Clever will cease the collection of Usage Data through the browser extension within seventy-two (72) hours, or earlier if commercially reasonable. We will automatically delete or de-identify all Usage Data, except for such data residing on backups or internal logs which will be removed within sixty (60) days. You agree that Clever may retain, use and otherwise process De-Identified Data (defined below) and that Clever’s use of De-Identified Data shall survive termination of the Edtech Analytics Service Term and the Agreement and any request to return or destroy personal information, Usage Data or Student Data.

5.6 **De-Identified Data.** Usage Data that is not associated or linked to Student Data, or from which all direct and indirect identifiers have been removed such that cannot reasonably identify an individual nor allow a reasonable person to identify an individual or device with reasonable certainty, is De-Identified Data. Clever will use De-Identified Data for any lawful purpose, including to operate, analyze, improve and develop our Edtech Analytics Service, Clever Technology and other Clever services. We implement appropriate measures to prevent the re-identification of De-Identified Data. Except as provided in Section 6 below, Clever will not disclose De-

Identified Data to third parties, but may disclose information relating to the Edtech Analytics Service in aggregate form that does not distinguish individual-level data nor identify a School or School district.

6. Use of De-Identified Data for Comparative Analytics

6.1 **Comparative Analytics.** To provide valuable insights to School and other Clever school customers, Clever uses De-Identified Data to compile and present comparative analytics models and metrics. For example, comparative analytics can be used by schools to better evaluate the relative suitability and value of various educational websites, applications and services, or be used by developers of educational products and services to better understand usage and improve their products and services. Comparative analytics reports based on De-Identified data present results in aggregate form which do not identify School as a user of the Edtech Analytics Service nor as a source of underlying data. By opting-in to the Edtech Analytics Service, you acknowledge and agree that data may be reported in aggregate for the purpose of providing comparative analytics.



Clever's Commitment to Your Privacy

Effective Date: January 1, 2023

Clever is a proud signatory of the [Student Data Privacy Pledge](#).

Clever ("Clever," "we," or "us") understands that privacy is tremendously important to our online visitors to our website ("Website Visitors"), to schools who use our Service ("Schools"), and to students whose information we may access on behalf of a School ("Students"). Clever provides a platform that enables Schools to securely provision the accounts with the third-party applications that they use. As we describe below, Schools decide which data is integrated with Clever, and Schools are responsible for determining whether data is ever shared with applications through Clever. This privacy policy applies to our website <https://clever.com/> and to the Clever platform (our "Service") and describes the steps we take to protect your data.

Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our [Terms of Use](#).

Click on the links below to jump to each section:

- [How We Collect and Use Information](#)
- [Sharing of Your Information](#)
- [How We Protect Your Information](#)
- [Your Choices About Your Information](#)
- [Children's Privacy](#)
- [Links to Other Websites and Services](#)
- [How to Contact Us](#)
- [Jurisdiction-Specific Disclosures](#)
- [Changes to Our Privacy Policy](#)

states of California, Colorado, Connecticut, Nevada, Virginia or Utah, or if you are located in the European Economic Area, Switzerland or the United Kingdom, Canada or Australia, please click on [Jurisdiction-Specific Disclosures](#) for additional disclosures that may be applicable to you.

We strive to be transparent in our data collection and use practices. This is the type of personal information we may collect. Student Data is used only for educational purposes at the direction of the School.

1. HOW WE COLLECT AND USE INFORMATION

We collect the following types of information:

Information about Schools: We ask for certain information when a School administrator registers a School with Clever, or if the administrator corresponds with us online, including a name, school name, school district, school email address and/or account name and password, phone number, message content, and information relating to the School's information systems. We may also retain information provided by a School if the School sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a School begins using the Clever Service, we will collect content and information provided by the School through the School's use of the Service and we will keep records of activities related to the Service. We use this information to operate, maintain, and provide to the features and functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with our Schools and Website Visitors.

Student Data: Through the course of providing its Service to a School, Clever may have access to personally identifiable information about students ("Student Data") that is provided by the School, by the parent or guardian, or by the Student. Depending on the features and functionality of the Service selected by the School, a School may authorize Clever to receive Student Data from the learning application(s) provided by third-party developers that are used by the School. Clever has access to Student Data only as requested by the School and only for the purposes of performing Services on the School's behalf. The type of Student Data we collect will depend on how the School uses the Service and the learning applications which the School connects through the Service. In many instances, Clever receives Student Data only from the School or its designated third

authorized by the School. In that instance, the School provides each student with login credentials and commits that it has obtained appropriate parental consents, as needed, before the student is permitted to access the Service.

Badges: As an alternative to a user name and password login, a School may choose to use the Clever Badge to authenticate Student users. The Clever Badge is a QR code provided by the School to the Student (usually in the form of a laminated card or paper print-out) which recognizes a user's Clever account when the Badge is read by the camera on a Chromebook, laptop or other device. Clever does not collect or store any image collected by the device camera. The camera content is processed on the users' device and Clever only receives the tokens used for authentication. You can learn more about Clever Badges [here](#).

Student Data is used only for educational purposes at the direction of the School. We consider Student Data to be confidential and do not use such data for any purpose other than to provide the services on the School's behalf, in accordance with contractual agreements with the School. Our collection, use, and disclosure of Student Data is governed by our [General Terms of Use](#), our [Additional Terms of Use for Schools](#), and/or any other agreement with the School, by the provision of the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and applicable state laws which relate to the collection of Student Data. If you are a Student or parent, please contact your School if you have questions about the School's use of technology service providers like Clever.

See ["How We Share Your Information"](#) below for more information on the limited ways in which we share School and Student Data. See ["Children's Privacy"](#) below for more information on how we collect and use the personal information of children under 13.

Information about Parents: Depending on the features and functionality selected by the School, we may collect personal information about a student's parent or legal guardian (a "Parent") that is provided by the school or by the Parent if the Parent creates an account to access the School's Clever Service. Please refer to the [Additional Terms of Use for Parents](#) to learn more about how we treat Parent personal information and accounts.

Information about Others: We also collect personal information from Developers and other individuals who create an account, correspond with us online or otherwise use or interact with the Clever Service, including a name, contact information and information relating to the Developer business or service. We may also retain information if the Developer sends us a message, posts content to our website or through our Service, or responds to emails or surveys. Once a Developer begins using the

functionality of the Service, to analyze and improve our Service offerings and functionality, and to communicate with our Developers and others.

Information collected through use of the Service: We may collect information you provide or upload to the Service as well as activity and actions within our Service. For example, we collect information from files that you upload or content you post to the Service (such as in a classroom dashboard), messages you send or receive through the Service, and content you post such as in product reviews or comments. If you are a Developer, we will also collect information you make available to us when developing an Application via the Service.

Information collected through technology: Like most websites and online services, we and our third-party partners automatically collect certain types of usage information when you visit our Services, read our emails, or otherwise engage with us. We typically collect this information through a variety of tracking technologies, including cookies, web beacons, file information and similar technology (collectively, "tracking technologies"). For example, we collect information about your device and its software, such as your IP address, browser type, Internet service provider, platform type, device type, operating system, date and time stamp, a unique ID that allows us to uniquely identify your browser, mobile device, or your account, and other such information. We also collect information about the way you use our Service, for example, the site from which you came and the site to which you are going when you leave our website, the pages you visit, the links you click, how frequently you access the Service, whether you open emails or click the links contained in emails, whether you access the Service from multiple devices, and other actions you take on the Service. When you access our Service from a mobile device, we may collect unique identification numbers associated with your device or our mobile application, mobile carrier, device type, model, and manufacturer, and mobile device operating system. We may be able to determine your approximate location by analyzing other information, like an IP address to associate a user with their School. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

Cookies and related technology allow us to provide you with a better user experience. For example, we may use the data collected through cookies to: (a) remember information so that a user will not have to re-enter it during subsequent visits; (b) provide custom, personalized content and information; (c) identify you across multiple devices; (d) provide and monitor the effectiveness of our Service; (e) monitor aggregate metrics such as total number of visitors, traffic, and usage on our website

collect device and usage data for purposes of tracking adult visitors to our websites and for other targeted advertising, attribution, research and analytics purposes. While we may permit third party advertising partners to collect information from visitors to adult-directed pages of our site (such as the support pages), we do not permit third party advertising networks to collect information about authenticated users of our Service for the purpose of serving targeted advertising and we will never use Student Data for targeted advertising.

If you would prefer not to accept cookies, most browsers will allow you to: (i) change your browser settings to notify you when you receive a cookie, which lets you choose whether or not to accept it; (ii) disable existing cookies; or (iii) set your browser to automatically reject cookies. Please note that doing so may negatively impact your experience using the Service, as some features and services on our Service may not work properly. Depending on your mobile device and operating system, you may not be able to delete or block all cookies. You may also set your email options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our email and performed certain functions with it.

For more information about the types of tracking technologies we use and how you can control them, please see our [Cookie Notice](#).

Student privacy is very important to us. Student Data is only shared in limited circumstances – and never shared with or sold to third parties for marketing purposes.

2. HOW WE SHARE YOUR INFORMATION

Clever only shares personal information in a few limited circumstances, described below. We do not rent or sell information for marketing purposes and we will never share or sell Student Data with third parties for marketing purposes.

Who we may share information with:

- We share information within the Service as needed to perform the Service and/or at the direction of the School. For example, information including Student Data will be shared between and among authorized School users such as

(e.g., web hosting and analytics services), but strictly for the purpose of carrying out their work for us. Contractors and service providers who may have access to Student Data in the course of performing their services are subject to confidentiality and data security requirements.

- We may be required to share information with law enforcement or other third parties when compelled to do so by court order or other legal process, to comply with statutes or regulations, to enforce our [General Terms of Use](#) or if we believe in good faith that the disclosure is necessary to protect the rights, property or personal safety of our users.
- We may share information in an aggregated and/or anonymous form that does not reasonably identify an individual or School. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality, and product offerings.

In the event of a change of control: If we sell, divest or transfer our business, we will not transfer personal information of our customers unless the new owner intends to maintain and provide the Service as a going concern, and provided that the new owner has agreed to data privacy standards no less stringent than our own. In such case we will provide you with notice and an opportunity to opt-out of the transfer of personally identifiable Student Data.

How Student Data is shared: Other than the disclosures described above, Clever does not disclose Student Data other than as authorized and permitted by the School. The Clever Service may facilitate the School's sharing of Student Data with third parties. For example, some elements of our Service enable Schools to interact or communicate with parents, students, teachers and to share Student Data with designated third-party applications for the benefit of the student's education. Clever does not facilitate the sharing of any Student Data with third parties on the Service except on behalf of the School after the School has authorized a third party or application to access Student Data through the Service. Please remember that this Privacy Policy applies to the Clever Services, and not to other services or third-party applications, which have their own privacy policies. Schools should carefully read the privacy practices of each third-party application before agreeing to share Student Data with the third-party application through the Service.

We take strong measures to keep data safe and secure.

3. HOW WE PROTECT YOUR INFORMATION

in the United States. Access to information is limited (through user/password credentials and two factor authentication) to those employees who require it to perform their job functions. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files. You can learn more about our comprehensive security program by reviewing the [Clever Security Practices](#).

Unauthorized disclosure: If there is any disclosure or access to any personally identifiable Student Data by an unauthorized party that compromises the security, confidentiality, or integrity of the Student Data, we will promptly notify the affected School(s) and will use reasonable efforts to cooperate with their investigation of the incident.

Questions about data? Here are your options.

4. YOUR CHOICES ABOUT YOUR INFORMATION

Account information and settings: Schools may update account information and modify Services by signing into the administrator account. Schools and other Website Visitors can opt-out of receiving promotional email from us by clicking on the “unsubscribe” feature at the bottom of each email. Sorry, you cannot unsubscribe from Service-related messaging.

If you have any questions about reviewing or modifying account information, contact us directly by visiting our [Help Center](#).

Access to Student Data: Student Data is provided and controlled by the Schools. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly.

How long we keep User Content: Following termination or deactivation of a School account, Clever may retain School profile information and content for a commercially reasonable time for backup, archival, or audit purposes, but any and all Student Data associated with the School will be deleted promptly. We may maintain de-identified or aggregated data, including usage data, for analytics purposes. We also may not be able to delete information that was previously shared with other users (such as through messages) or information previously shared with third-party applications. If you have any questions about data retention or deletion, please contact us by visiting our [Help Center](#).

Clever does not knowingly collect any information from children under the age of 13 (or the applicable age of consent in local jurisdictions) unless and until the School has obtained appropriate parental consent for the student to use the Service. Because Clever collects and uses Student Data at the direction of and under the control of a School, Clever relies on each School to provide appropriate notice to parents of the School's use of third party service providers such as Clever, and for the Schools to provide consent, if necessary, and authorization for Clever to collect Student Data, as permitted by the Children's Online Privacy Protection Act (COPPA) and other applicable data protection laws. Please contact us at trust@clever.com if you believe we have inadvertently collected personal information of a child without proper consent so that we may delete such data as soon as possible.

6. LINKS TO OTHER WEB SITES AND SERVICES

We are not responsible for the practices employed by websites, applications or services linked to or from our Service. We recommend that the School review the privacy policies of other applications before authorizing a third party to access data through the Service.

7. HOW TO CONTACT US

If you have any questions about this Privacy Policy or the Service, we recommend contacting us by visiting our [Help Center](#).

Additionally, Clever can be reached:

- By Email: trust@clever.com
- By Phone: 1-800-521-6516

If you are not satisfied with our response, you can contact the iKeepSafe Safe Harbor Program's dedicated consumer complaint department at: coppaprivacy@ikeepSAFE.org

If a Student contacts Clever with a question about our Service, we will collect personal information from that Student only as necessary to respond to the Student's request and direct the Student to contact the Student's School, and we will then delete or anonymize the personal data of the Student after providing our response.

refer below for disclosures that may be applicable to you:

- *United States.* If you are a resident of California, Colorado, Connecticut, Nevada, Utah or Virginia, please click [here](#) for additional privacy disclosures.
- *Europe.* If you are located in the European Economic Area, Switzerland or the United Kingdom (“Europe”), please click [here](#) for additional Europe-specific privacy notice.
- *Canada.* If you are located in Canada, please click [here](#) for additional Canadian-specific privacy notice.
- *Australia.* If you are located in Australia, please click [here](#) for additional Australia-specific privacy notice.

9. CHANGES TO OUR PRIVACY POLICY

Clever may modify or update this Privacy Policy from time to time so you should review this page periodically. [Click here](#) to see all changes to this Privacy Policy. If we change the policy in a material manner, for example if we seek to use personal information in a materially different way than we had previously, we will provide at least 30 days' notice. Of course, you can always opt-out by deleting your account before the changes take effect.

[↑ Back to top](#)



Products

Rostering

Single Sign-on

Clever Badges

Digital Classroom

Company

About us

Careers

DE&I

Engineering

Trust

Trust

Privacy

Security

Compliance

Help

Help center

Clever Academy

Product Releases

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro Middle School
Manuel Bojorquez

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GUSTAVO LOPEZ

BACKGROUND INFORMATION:

The San Ysidro Middle School’s Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASBs voted and approved to have their 8th grade dance off site as indicated below. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The ASB has approved the expense to have a DJ during their event.

School	Date	Location	Cost
San Ysidro Middle School	May 31, 2023	LCT Bayside Pavilion Marina	\$500.00

RECOMMENDATION:

Approve the agreement with Gustavo Lopez, an independent contractor, to provide DJ services for the San Ysidro Middle School’s 8th grade promotion dance at an estimated cost of \$500.00 from ASB funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$500.00
(Amount)

SYMS ASB Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT SERVICE PROVIDER

THIS CONTRACT made and entered into on ____ of **May 2023** by and between **GUSTAVO LOPEZ**, an Independent Contractor/ Individual, hereinafter referred to as **SERVICE PROVIDER** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on **May 31, 2023** with work to be completed on or before **May 31, 2023**.

2. The District shall pay the Service Provider for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Service Provider shall provide DJ services during the San Ysidro Middle School's 8th grade dance event at an off-site location. See Exhibit A for rates/fees.

PROJECT NAME

3. The Service Provider shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.

4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.

5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.

6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Service Provider, by executing this Contract, agrees to comply with all such general terms and conditions.

7. The Service Provider shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.

8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:

- Scope of Work Statement (Exhibit A)
- Certificates of Liability Insurance & Endorsement (Waived _____)
- Release of Liability
- Worker's Compensation Insurance (if applicable and as required by law)
- Waiver of Subrogation for both General Liability and Workers' Compensation
- School Safety Certification Form
- Covid-19 (Addendum)
- IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Service Provider. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
- 10. 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.
- 11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
- 12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

SERVICE PROVIDER

Authorized Signature

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Service Provider shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Service Provider must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a Service Provider warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Service Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Service Provider agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Service Provider shall subcontract any part of this contract, Service Provider shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY SERVICE PROVIDER.** When Service Provider, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Service Provider, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Service Provider, subcontractor or vendor, as above stated, shall be a liability against the Service Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Service Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Service Provider provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Service Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Service Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **SERVICE PROVIDER SUPERVISION.** Service Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Service Provider shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Service Provider shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Service Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Service Provider shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Service Provider's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Service Provider shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Service Provider shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Service Provider's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Service Provider.

18. **PAYMENT.** Service Provider shall submit to District an itemized invoice which indicates work completed by Service Provider. 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 Service Provider within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Service Provider and all of his employees, agents, and subcontractors shall secure and maintain in force, at Service Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **SERVICE PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Service Provider is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Service Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the

Service Provider agrees to require such compliance by all subcontractors employed on the work by him.

22. **SERVICE PROVIDER AND SUBCONTRACTOR'S INSURANCE.** The Service Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Service Provider shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Service Provider, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Service Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Service Provider shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Service Provider's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.** The Service Provider shall procure and shall maintain during the life of his contract, Service Provider's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Service Provider's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Service Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Service Provider and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment

to the Service Provider without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Service Provider shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Service Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Service Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Service Provider's receipt of a written termination notice from the District. If Service Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Service Provider shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **RESERVED**

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

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Service Provider to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Service Provider in connection with the performance of Services under this Agreement. Service Provider shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional 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.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Service Provider's own expense, all of the Service Provider's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Service Provider's employees must be fingerprinted and cleared prior to commencing work. In addition, Service Provider shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Service Provider and/or its employees will have limited contact with District pupils or if the Service Provider and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Service Provider shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Service Provider shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Service Provider shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Service Provider shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Service Provider's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Service Provider shall require their employees, including the employees of any sub-Contractor 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.

_____(Initial) Service Provider 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Service Provider certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Service Provider 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 Service Provider's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the

requirements prohibiting Service Provider 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.

_____(Initial) 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.

_____(Initial) Service Provider's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Service Provider's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Service Provider's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (Print)

Signature: _____

Date _____

ADDENDUM

COVID-19

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Consultant for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Consultant to ensure there is no interruption of service to District if the Contractor/Consultant and any employee, volunteer and/or agent of the Contractor/Consultant fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Consultant to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

EXHIBIT A

2022-23 OFF-SITE EVENT (MAY 2023)

Independent Contractor: Gustavo Lopez hereinafter referred to as "Service Provider"

It is agreed and understood between Gustavo Lopez and the San Ysidro School District that:

Service Provider will be providing DJ services at off-site locations for two school-related events in May 2023 as follows: Compensation is applicable only if services are rendered.

- San Ysidro Middle School – May 31, 2023 (revised date)
Event Location: 640 Marina Parkway, Chula Vista, CA 91910

The services include setting up/taking down their own equipment to include: Sound system equipment, microphones and any other equipment/items needed for the events. No storage of this and/or any other equipment is allowed at the San Ysidro School District facilities or off-site facilities.
(The District is not responsible for any damage to Service Provider's equipment due to unforeseen situations such as electrical outages and others that may occur during the term of this agreement.)

Service Provider agrees to only use the Facilities that are included in this agreement and will not allow any of their members/volunteers/attendees access to any other areas of the facility being used.

Service Provider agrees to the events hours as discussed with District staff. The fee will not exceed \$500.00. The District is not responsible for any other expenses. An Invoice will be submitted on or after the date of the event. Payment will be per agreement.

This Exhibit A is hereby incorporated into the Independent Service Provider Agreement as fully set forth. No other terms and conditions of the Agreement are changed.

In Witness Whereof, the undersigned being an authorized representative of the above-mentioned Parties, execute this amendment effective on the date as signed.

SERVICE PROVIDER

SAN YSIDRO SCHOOL DISTRICT

Signature of Authorized Representative

Signature

Gustavo Lopez., Owner

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Date

Phone Number

(619) 428-4476

Phone Number

**SAN YSIDRO SCHOOL DISTRICT
INDIVIDUAL RELEASE, WAIVER OF LIABILITY
AND
INDEMNITY AGREEMENT**

In consideration of being permitted to use the San Ysidro School District's facilities (collectively referred to herein as "District Facilities") for the following Event/Purpose: I, _____
the undersigned, agree to the following: (Print – Person/Participant's Name)

Name of Organization/Company/Agency/Vendor: _____

Event Description/Purpose: _____

Date of Event: _____

Location of Event: _____

I, _____ (Print - Name of participant) the undersigned, agree to
the following:

_____ 1. The undersigned hereby releases, waives, discharges and covenants not to sue the San Ysidro School District, its officers, agents, employees, volunteers and representatives (collectively "District"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, loss, theft or damage of personal property, presence during or participation in the use of the District Facilities, even though that injury or damage may arise out of negligence of the District or out of a dangerous or defective condition of property or equipment of the District. However, this release will not apply where it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of the District.

_____ 2. The undersigned hereby agrees to indemnify, save and hold harmless the District, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of the District or otherwise, relating to the presence of the Participant during or participation by the Participant in the use of the District Facilities. Participants shall have no obligation, however, to defend or indemnify District if it is determined by a court of competent jurisdiction that such claim was caused by the gross negligence or willful misconduct of District.

_____ 3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while the Participant is present during or participating in the use of the District Facilities. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the use of the District Facilities, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes any and all of the risks of participating in the above-mentioned activity or event, whether or not a particular risk is known or unknown, and regardless of whether any such risks are due to the ordinary negligence of the District or due to a dangerous or defective condition of public property.

_____ 4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the

risk of, any emergency medical treatment that may be rendered to the Participant if the Participant is injured while present at or participating in the use of the District Facilities. The undersigned agrees to expressly release and indemnify the District against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

_____ 5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

I have read and understand this release: *(All sections must be completed.)*

Participant:

Signature _____ Date _____

Print Name _____ Phone _____

Note: Please include a Business Card if available.

Participant's Address:

_____ Telephone:_(_____)_____

**IF A PARTICIPANT IS UNDER AGE 18,
A PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW.**

I am the parent or legal guardian of the above stated Participant. I have read and agree to the terms stated above and hereby give permission for my child to participate at the event indicated above.

Signature _____ Date _____

Parent/Guardian Name _____ Phone _____

**Please return completed forms to patricia.caro@sysdschools.org at least one week before the event
~ Thank you**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH GERBER LIFE INSURANCE COMPANY

BACKGROUND INFORMATION:

Board Policy 5143- Student Insurance, indicates that the Superintendent or designee shall provide information to students and their parents/guardians about available insurance against injuries occurring during school-related activities. Parents/guardians are not required to enroll their children in insurance programs offered by the District.

In order to be in compliance with Board Policy 5143, the District will be renewing the Gerber Life Insurance Company Blanket Accident Insurance policy through their regional licensed agency Student Insurance, which offers optional school-time accident coverage for students.

RECOMMENDATION:

Approve the agreement with Gerber Life Insurance Company, to offer optional student insurance for covered school-related activities during school year 2023-24 and to be in compliance with Board Policy 5143.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

GERBER LIFE INSURANCE COMPANY
1311 Mamaroneck Avenue, White Plains, New York 10605

Blanket Accident Insurance Application

Name of Policyholder San Ysidro School District Policy Number 05-4215-23
(as it should appear on the Policy)

Mailing Address 4350 Otay Mesa Road, San Ysidro, CA 92173
(City) (State) (Zip Code)

Insurance Contact Name Marilyn Adrianzen Title Chief Business Official

Phone 619-428-4476 x3003 Fax _____ Email Address patricia.caro@sysdschools.org

Policy Effective Date* 07-01-2023 Policy Expiration Date 1st Day of the Following School Year
(*This will be the effective date if enrollment form and premium are received)

Date of First School Year Activity 07-01-2023 Date of Last Day of School 06-30-2024

Date of First Day of Football N/A Date of Last Day of Football N/A

Date of the 1st Day of the Following School Year 07-01-2023

Coverage under the Optional School-Time Accident Coverage, the Optional 24-Hour Accident Coverage and the Optional 24-Hour Dental Coverage starts on the date of premium receipt but not before the start of the school year. Optional School-Time Accident Coverage ends at the close of the regular nine-month school term, except while the student is attending academic classroom sessions exclusively sponsored and solely supervised by the School during the summer. Optional 24-Hour Accident and Dental Coverage ends when school reopens for the following school year. Optional Football Coverage begins on the date of premium receipt and ends on the last day of practice or competition.

Covered Activities and Rates

Optional Coverages – Plan “Low”, Plan “Medium” or Plan “High” Only

(Paid for by the Student or Parent per year. A link will be provided for on-line enrollment)

- School Time w/Sports No FTB School Time No Sports 24Hour w/Sports No FTB 24Hour No Sports 24Hour Extension
 Football Dental

Number of Students: PreK-8 4266 9-12 _____

We hereby enroll with Gerber Life Insurance Company for the plan(s) of insurance selected. We understand that insurance will be in force if this application is accepted by the Company, and the required premium is received by the Company when due. We represent that the information contained in this application is true and correct and forms the basis of the requested insurance.

Marilyn Adrianzen

Signature of Official Authorized to Contract for the Policyholder

Printed Name

Date Signed

Local/Regional Licensed Agency

Agency Name: Student Insurance

Representative Name: _____

Address: 6320 Canoga Ave., 12th Floor

City, State, Zip: Woodland Hills, CA 91367

Phone Number: 310-826-5688

Email Address: _____

Signature: _____
(Licensed Agent)

Date: _____

Fraud Statement

For residents of Arkansas, Louisiana and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

For residents of the District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For residents of Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For residents of Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

For residents of Maine, Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

For residents of Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For residents of New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For residents of New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

For residents of New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

For residents of Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For residents of Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

For residents of Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Russell Little, Asst. Superintendent Informational
Ed. Leadership & Pupil Services Action

AGENDA ITEM: INTERDISTRICT ATTENDANCE AGREEMENT

BACKGROUND INFORMATION:

Interdistrict Attendance Agreements with neighboring school districts are submitted to the Governing Board for approval. Agreements could be valid for a minimum of 1 year up to a maximum of 5 years. If there is sufficient room in the District’s school and program of desired attendance, requests will be considered provided the reasons are justifiable and in accordance with the District’s Governing Board Policy. Students will have to re-apply for the interdistrict transfer on a yearly basis.

The Interdistrict Attendance Agreement with the Sweetwater Union High School District will be valid for up to 5 years (2023-2028) and included the following conditions:

- Permits may be authorized with a limited term to allow attendance through the end of a grading period of school year.
- District of attendance may require reapplication for admission on an annual basis.
- Once admitted, location of school site is at the discretion of the receiving school district.

RECOMMENDATION:

Approve the Interdistrict Attendance Agreement with Sweetwater Union High School District for school years 2023-2028.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement and Goal 2: Safety, Climate and Student Engagement

Renewal New Amendment Ratify Other

Financial Implications?	Are funds for this item available in the 2023-2024 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
N/A	N/A	
(Amount)		
Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial		Certification Requested <input type="checkbox"/> Yes <input type="checkbox"/> No

**School Districts of San Diego County
INTERDISTRICT ATTENDANCE AGREEMENT**

This agreement made and entered into this 1st of July, 2023, by and between the Sweetwater Union High School District of San Diego County and the San Ysidro School District of San Diego County, is effective only for the school year(s) 2023 - 2028 (up to five years) and neither party is bound by any of the covenants herein contained after the expiration of said school year.

The above mentioned parties mutually agree as follows:

1. Each of the districts will accept insofar as enrollment capacities permit, students who are residents of the other said district who have proper permits for attendance from the district superintendent or his designee of the school district of residence who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to said district of attendance.
2. The respective school districts will furnish the said pupils the same advantages, supplies, and regular instructional services as are furnished to the pupils in attendance at their respective schools, exclusive of transportation to and from said schools unless special arrangements are previously agreed upon.
3. In accordance with Education Code Section 46607, the attendance of said pupils shall be credited as follows (check appropriate boxes):
 - The attendance shall be credited to the district of attendance with the district of attendance assuming all costs of education unless other arrangements are jointly agreed upon.
 - For districts with 25 percent or more reduction in PL 81-874 funds as a result of interdistrict attendance, the attendance shall be credited to the district of residence with tuition — not to exceed the actual cost per ADA for the grade level or program less any income, other than tuition, received by the district of attendance on account of such attendance — to be paid to the district of attendance.
 - Consortium of School Districts Operating Adult Programs: The attendance may be credited on the basis of the district of residence with interdistrict tuition paid to the district of attendance as agreed to by the participating districts.
4. Final payment, if any, to be made to the district no later than August 31, after the close of the fiscal year.

TERMS & CONDITIONS

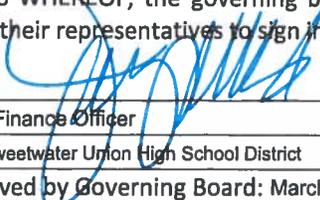
1. As per district policy or regulations, the district of attendance may revoke individual interdistrict attendance permits should a transferred student fails to adhere to the district's standards for student conduct, attendance or academic performance.
2. Additional conditions:
 - Permits may be authorized with a limited term to allow attendance through the end of a grading period or school year.
 - A district of attendance may require reapplication for admission an annual basis.
 - Other, specify: Must re-apply when matriculating from Middle to High school.

DISTRICT PROCESS TO APPEAL OF DENIALS OR REFUSALS

District: Sweetwater Union High School District	District:
Initial Approval / Denial: Dr. Rebecca Bravo, Program Manager	Initial Approval / Denial:
Appeal: Sonia Picos, Director of Student Support Services	Appeal:
Personal Conference: Dr. Vernon Moore, Asst Superintendent	Personal Conference:

SIGNATURES

IN WITNESS WHEREOF, the governing boards of said districts have approved this agreement on the dates indicated below and authorized their representatives to sign in their behalf.

Signature: 	Signature:
Title: Chief Finance Officer	Title:
District: Sweetwater Union High School District	District:
Date Approved by Governing Board: March 13, 2023	Date Approved by Governing Board:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Preschool & Child Development Programs
Lorena Varela-Reed, Director

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH JEWISH FAMILY SERVICE

BACKGROUND INFORMATION:

The Jewish Family Service of San Diego wishes to continue to collaborate with the District to enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract (SD County Agreement 553898) “Triple P” Positive Parenting Program. This free program is evidence-based and is presented as a three seminar series by certified, experienced, and well trained speakers and educators. The District would like to continue this collaboration with the Jewish Family Service of San Diego for school year 2023-24.

RECOMMENDATION:

Approve the Memorandum of Understanding with the Jewish Family Service to provide the “Triple P” Positive Parenting Program to children and families of the District during school year 2023-24 at no cost to the District.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

N/A
(Amount)

N/A
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **SAN YSIDRO SCHOOL DISTRICT**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and SAN YSIDRO SCHOOL DISTRICT.

Purpose: To establish a collaborative relationship between Jewish Family Service and SAN YSIDRO SCHOOL DISTRICT that will enable students and parents to benefit from the San Diego County Positive Parenting Behavioral Health Contract [SD County Agreement 553898] "Triple P" Positive Parenting Program.

Responsibilities of Parties: In order to achieve the purpose set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with SAN YSIDRO SCHOOL DISTRICT to provide services through the Positive Parenting Program to children and families at the school.
- JFS will provide the following services to each school site that chooses to host the program:
 - Three parent education seminars using the evidence-based "Triple P" curriculum to interested SAN YSIDRO SCHOOL DISTRICT parents and staff of children from the school.
- If the option of in-person visitation is not allowed due to COVID-19 CDHP/SD County/District guidelines, parent education seminars may be provided remotely in a virtual space.
- JFS will provide referral services and information to both participants and school administration without breaking the confidentiality of the participants.

SAN YSIDRO SCHOOL DISTRICT will:

- SAN YSIDRO SCHOOL DISTRICT will engage JFS in a partnership to implement the Positive Parenting Program for the parents/caregivers.
- SAN YSIDRO SCHOOL DISTRICT, when choosing to host the Positive Parenting Program will provide adequate space for the Seminars and distribute information regarding the program to parents and staff.
- SAN YSIDRO SCHOOL DISTRICT will work closely with JFS ensure that the program reaches and serves as many people as possible at the schools that request the Triple P program.

If requested:

- JFS will provide child supervision, with caregivers who have cleared a criminal background check and tested negative for TB.

OR

- JFS will reimburse SAN YSIDRO SCHOOL DISTRICT for qualified employees (with a clear TB test and background check) no more than \$18 per hour (not to exceed a total of \$180 per person) to provide supervision during child activity groups.
 - SAN YSIDRO SCHOOL DISTRICT will comply with standard California and Federal labor regulations, including worker's compensation and payroll taxes when providing qualified employees for child supervision.
 - SAN YSIDRO SCHOOL DISTRICT will provide an invoice for child supervision to the JFS Positive Parenting Program Manager at the completion of the class, not later than 30 days after completing the service.

General Terms of the Agreement: Both Jewish Family Service Positive Parenting Program and SAN YSIDRO SCHOOL DISTRICT agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. The initial term of this agreement is July 1, 2023, to June 30, 2024.

JEWISH FAMILY SERVICE

SAN YSIDRO SCHOOL DISTRICT

Signed: _____

Signed: _____

Name: Shreya Sasaki

Name: Marilyn Adrianzen

Title: Sr. Director, Family and Community Svcs

Title: Chief Business Official

Date: _____

Date: _____

Board approved: _____

For further information, please contact:

Shreya Sasaki (858) 637-3000
8804 Balboa Avenue
San Diego, CA 92123

Address:

Claudia Uribe
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3674
Claudia.uribe@syzdschools.org

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM: Vista Del Mar Middle School Informational
Irene Herrera-Cevallos, Principal Action

AGENDA ITEM: REVISED LICENSE SUBSCRIPTION WITH LIMINEX, INC. DBA
GOGUARDIAN FOR THE TUTORME EDUCATION PLATFORM AT VISTA
DEL MAR MIDDLE SCHOOL

BACKGROUND INFORMATION:

TutorMe provides an online education platform that offers on-demand tutoring, writing lab, and virtual courses to users.

Services provided by TutorMe consists of the following:

- Live, on-demand tutoring and 12-hour paper review by TutorMe’s Writing Lab available 24/7 through TutorMe’s online education platform and advanced digital classroom and lesson space.
- Access to ALA-accredited virtual librarians.
- Access to TutorMe’s GRE and ACT courses.
- Premium technical support via online chat.

The Principal at Vista Del Mar Middle School is requesting approval to purchase and implement the TutorMe education platform during the 2022-23 school year. The subscription will include site licenses for up to **563** students and integration with the school’s current learning management system.

The term of this license subscription is from May 1, 2023, to April 30, 2024.

RECOMMENDATION:

Approve/Ratify the revised license subscription with Liminex, Inc. dba GoGuardian for the TutorMe education platform for Vista Del Mar Middle School at the total cost of \$25,898.00 from the Title I Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.14: Continue to provide supplemental programs and resources (i.e., educational software, math manipulatives, dual language materials, etc.) to support student achievement in core content areas and to support language acquisition for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$25,898.00

(Amount)

Title I Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

ORDER FORM



QUOTE # Q-274360
DATE 4/19/2023
EXPIRATION DATE 5/19/2023

Bill To
Vista Del Mar School (CA)
4885 Del Sol Blvd
San Diego, California 92154
United States

Ship To
Irene Herrera-Cevallos
Vista Del Mar School (CA)
4885 Del Sol Blvd
San Diego, California 92154-8401
United States
619) 661-6753ext. 3999
irene.herrera-cevallos@syzdschools.org

TutorMe
Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our services! This order form ("**Order Form**") identifies the services you have selected for subscription ("**Services**"), the start date and end date of your initial subscription(s) to the Services ("**Initial Term**"), the number of licenses and/or hours (applicable as designated below) included in your base subscription(s) ("**Licenses**" and "**Hours**", respectively), as well as the fees associated with your base subscription(s), any Licenses or Hours you add to your subscription(s) during the Initial Term, and support and professional services related to the Services.

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian acting on behalf of itself and its affiliate Zorro Holdco, LLC dba TutorMe, ("**TutorMe**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with the Online Tutoring Agreement attached hereto as Exhibit A, (the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them elsewhere in the Agreement. In the event of any conflict between this Order Form and Exhibit A, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your Organization's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
563	GG-TMS1Y-000001	Tutoring licenses granted per student	5/1/2023	4/30/2024	\$46.00	\$25,898.00
TOTAL (USD):						\$25,898.00

IN WITNESS WHEREOF, by signing below, the parties agree to the terms and conditions herein and cause this Agreement to be duly executed by their authorized representatives.

TutorMe:

Organization:

Signature _____

Signature _____

Date _____

Date _____

Printed Name _____

Printed Name Marilyn Adrianzen

Title _____

Title Chief Business Official

ORDER FORM



QUOTE # Q-274360
DATE 4/19/2023
EXPIRATION DATE 5/19/2023

EXHIBIT A ONLINE TUTORING AGREEMENT - EQUITY

This ONLINE TUTORING AGREEMENT, is made and entered into by and between Liminex, Inc. dba GoGuardian acting on behalf of itself and its Affiliate Zorro Holdco, LLC dba TutorMe, ("TutorMe", "we", "us", or "our") and the undersigned entity ("**Organization**", "**you**", or "**your**") as of the last signature date set forth below ("**Effective Date**"). "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. "**Control**" for purposes of this definition means the power to direct or cause the direction of the management and policies of the subject entity, whether through equity ownership, a credit arrangement, franchise agreement or other contractual arrangement.

1. SERVICES. TutorMe provides an online education platform that offers on-demand tutoring, writing lab, and virtual courses to Users. TutorMe will make available, and Organization will have access to, certain services and products as specified herein in accordance with this Agreement and subject to TutorMe's [Terms of Service](#) and [Privacy Policy](#) during the Term. Services are available to individuals who are authorized by the Organization to use the Services, for whom the Organization has purchased or provisioned access to the Services, and to whom the Organization (or, when applicable, TutorMe or one of its Affiliates, at Organization's request) has supplied access credentials (each a "**User**" and collectively, "**Users**"). Users may include, for example, school personnel and agents and third parties such as students and parents/guardians.

The "**Services**" are as follows:

For Users

- Live, on-demand tutoring and 12-hour paper review by TutorMe's Writing Lab available 24/7 through TutorMe's online education platform and advanced digital classroom and lesson space ("**Tutoring**")
- Access to ALA-accredited virtual librarians
- Access to TutorMe's GRE and ACT courses
- Premium technical support via online chat

For Organization

- Integration with Organization's current learning management system and/or provide a customized User access method as agreed to by the parties
- Access to TutorMe's Client Dashboard, a web-based interface which designated Organization representatives can access and manage account information, activity, and reports
- All standard Services upgrades

No automatic renewal _____

2. PRICING AND RENEWAL. Following the Initial Term (as defined in the Order Form above), the Services will ~~automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**")~~ at our then-current fees (including an Innovation Increase as defined below) for such Services, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Services for the remainder of that Term.

TutorMe is dedicated to improving the Services on an ongoing basis through continued innovation in research and product development. For this reason, following the Initial Term, the Price Per License for the Services will be subject to an automatic fee increase equal to 5% above the Price Per License you paid for the Services in the previous term ("**Innovation Increase**"). Order forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal fees will be calculated using the increased fees for the number of Licenses required for your Organization. You agree to pay the renewal fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Services with us in accordance with this Agreement.

3. BILLING AND PAYMENT. Organization shall pay TutorMe the amount of each invoice (collectively "**Tutoring Fee**") in full and in accordance with any additional payment terms specified herein. Organization shall pay and be responsible for any and all taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Organization hereunder; provided, that, in no event shall Organization pay or be responsible for taxes, duties, or charges owed by TutorMe subject to applicable federal, state, and local laws and regulations. TutorMe accepts payments by check, bank wire or transfer, or credit card and Tutoring Fee payments are non-refundable, non-cancelable, and non-contingent. If the Organization elects to pay by credit card, a 3% convenience fee will be applied. Organization must contact TutorMe within 30 business days of the invoice date regarding any invoice disputes or said dispute shall be waived. Unless otherwise expressly provided herein, Tutoring Fee shall be non-refundable and non-transferable, as applicable. If any Tutoring Fee payment is past due after 30 days from the invoice date, TutorMe may, at its sole discretion, may apply a late fee equal to 1% per month, or the highest rate permitted by applicable law, on the unpaid balance until paid in full. Payments will be applied first to any accrued interest and then to the unpaid principal balance in chronological order. Organization shall be solely responsible for any and all fees and costs associated with nonpayment of Tutoring Fee, including collection and legal fees. Additionally, TutorMe reserves the right to suspend and/or terminate Services at any time, in its sole discretion, until Organization's account is current.

ORDER FORM



QUOTE # Q-274360
DATE 4/19/2023
EXPIRATION DATE 5/19/2023

4. TUTORING LICENSES. Organization shall provide TutorMe an accurate count of its total User population and purchase a Tutoring license for each individual in such population that will access the Services during the Term. TutorMe hereby grants Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right to use the specific Services set forth in an Order Form and related TutorMe-provided user guides, documentation, and help and training materials (collectively, "**User Documentation**"), during the Term and solely for Organization's internal business purposes. The number of Tutoring licenses issued to Organization and the pricing for such licenses is calculated based on the size of Organization's total User population as expressly provided by Organization. If Organization needs to increase its total User population, Organization shall promptly notify TutorMe of such increase in writing and shall purchase additional Tutoring licenses for these additional Users at a prorated rate for the remainder of the Initial Term or any Renewal Term. Any and all unused Tutoring licenses, including any unused Tutoring hours available under each license, remaining upon the end date shown on the Order Form ("End Date"), or in the event this Agreement is terminated by Organization for any reason prior to the end of Term or any Renewal Term, are non-refundable, non-transferable, and shall be forfeited. If Organization accesses the Services or uses Tutoring hours in excess of the quantities identified in this Order Form, then TutorMe may submit an amended invoice for the amount of such excess usage, and Organization will pay the fees applicable to such increase in accordance with the terms of the applicable invoice and Section 3 above.

5. LICENSE RESTRICTIONS. The rights granted to Organization in this Agreement are subject to the following restrictions: Organization shall not (a) license, sell, rent, lease, transfer, reproduce, distribute, host or otherwise commercially exploit any portion of any Services or User Documentation, or otherwise provide access to any portion of the Services or User Documentation to any third party (other than Users, when and as permitted herein); (b) frame or utilize framing techniques to enclose any trademark, logo, or other portion of any of the Services (including images, text, page layout or form); (c) use any metatags or other "hidden text" using the names or trademarks of TutorMe or any of its Affiliates; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of any of the Services or User Documentation; (e) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in any of the Services or User Documentation; (f) access any of the Services or User Documentation in order to build a similar or competitive website, product or service; (g) access any of the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without our prior written permission; and (h) remove any copyright notices or other proprietary markings contained on or in any of the Services or User Documentation. Any future release, update or other addition to any of the Services shall be subject to this Agreement. We and our suppliers reserve all rights not granted in this Agreement. Any use of the Services in breach of the foregoing by Organization or any User in violation of this Section may result in immediate suspension of access to any or all of the Services.

6. ORGANIZATION RESPONSIBILITIES. Organization will (a) be responsible for Users' compliance with this Agreement (including any applicable Order Form) and the User Documentation, (b) be responsible for the accuracy, quality and legality of Organization account Information, and the means by which Organization acquires Organization account information, personal student information, parent/guardian information, teacher and administrator information, and log and cookie information and Organization's use of any such information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify TutorMe promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement and User Documentation, and all applicable law. Any use of the Services in breach of the foregoing by Organization or any User that in our judgment threatens the security, integrity, or availability of any of the Services may result in immediate suspension of access to any or all of the Services.

7. INTELLECTUAL PROPERTY. TutorMe owns all right, title and interest in and to the Services (including, but not limited to, all photographs, animations, statistics, graphics, text, and any other materials contained therein), the TutorMe Information, including, without limitation, all intellectual property rights therein. "**TutorMe Information**" means any information collected by TutorMe or its Affiliates independently and without access to, reference to or use of any Organization account information, personal student information, parent/guardian information, school log and cookie information, or activity information. Subject to the limited rights expressly granted to you under this Agreement, TutorMe reserves all rights, title and interest in and to the Services and the TutorMe Information, including, without limitation, all related intellectual property rights. The service marks, logos and product and service names of TutorMe and its Affiliates (the "**TutorMe Marks**") are owned by TutorMe and our Affiliates. You agree not to display or use any TutorMe Marks in any manner without our prior written permission. Any trademarks, service marks and logos associated with any third party software or offering ("**Integration Offering**") may be the property of the third party provider, and you should consult with their trademark guidelines before using any of their marks.

7.2 FEEDBACK. Any and all of your feedback about us or the Services, such as suggestions, whether made by you or any of your Users, for corrections, updates, alterations, changes, or modifications to the Services ("Feedback") will be our property and you hereby assign any rights in such Feedback to us, without payment to you.

7.3 PROTECTION OF OUR RIGHTS. You agree to protect our intellectual property and proprietary rights and any provider of an Integration Offering you access in connection with an account, and notify us of any unauthorized access or use of the Services or Integration Offerings of which you become aware.

8. TERM AND TERMINATION. This Agreement shall commence on Start Date shown on the Order Form ("Start Date") and continue until End Date, if any, or Services are completed in accordance with this Agreement. Either party may sooner terminate this Agreement upon written notice to the other party: (a) 30 days after receipt of written notice if the defaulting party materially breaches this Agreement and the defaulting party fails to cure within such 30 day period; (b) immediately if the defaulting party becomes insolvent, makes a general assignment for the benefit of creditors, or is dissolved or liquidated or takes any corporate action for such purpose; (c) immediately if the defaulting party is subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed, dismissed, or vacated; or (d) for any or no reason

ORDER FORM



QUOTE # Q-274360
DATE 4/19/2023
EXPIRATION DATE 5/19/2023

with at least 30 days' written notice to the other party, effective only at the end of the then current annual term. Certain rights or obligations may survive expiration or termination of this Agreement, whether by its nature or express intention of the parties herein.

9. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party that: (a) they have full power and authority to execute, deliver, and perform this Agreement and no further consent is required by any other individual or entity in order to do so; (b) the execution, delivery, and performance of this Agreement will not violate, conflict with, or result in a breach of any agreement between the party and any third party; (c) they are in compliance with all applicable laws and regulations as it relates to this Agreement; and (d) all the information contained herein and provided to the other party is accurate, true, and complete and that they will continue to update the other party of any new or changing information as it is relevant to this Agreement. This section shall survive any expiration or termination of this Agreement by either party for any reason.

10. DISCLAIMER OF WARRANTIES. We provide the Services using a commercially reasonable level of skill and care, but TutorMe cannot make guarantees about the operation, use or results achieved through the use of the Services. **ACCORDINGLY, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND ORGANIZATION'S USE IS AT ITS SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH THE ORGANIZATION. TUTORME MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. TUTORME MAKES NO WARRANTY THAT THE SERVICES WILL MEET ORGANIZATION'S REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. ORGANIZATION IS SOLELY RESPONSIBLE FOR THE ORGANIZATION ACCOUNT INFORMATION, THE MEANS BY WHICH ORGANIZATION ACQUIRES ORGANIZATION ACCOUNT INFORMATION, ACTIVITY INFORMATION, PERSONAL STUDENT INFORMATION, PARENT/GUARDIAN INFORMATION, AND ORGANIZATION LOG AND COOKIE INFORMATION, AND ALL COMMUNICATIONS AND INTERACTIONS BASED ON THE SERVICES. ORGANIZATION UNDERSTANDS AND AGREES THAT TUTORME IS UNDER NO OBLIGATION OTHER THAN TO PROVIDE THE SERVICES TO THE ORGANIZATION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ORGANIZATION HEREBY RELEASES TUTORME AND THEIR RESPECTIVE SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DAMAGES, AND DEMANDS OF EVERY KIND ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS MADE BY ORGANIZATION, ANY USER, OR THEIR FAMILIES. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO ANY OF THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND/OR LIMITATION MAY NOT APPLY TO ORGANIZATION. NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY GUARANTEE, WARRANTY, TERM OR CONDITION, RIGHT OR REMEDY IMPLIED OR IMPOSED BY ANY APPLICABLE LAW WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED.**

11. CONFIDENTIALITY. Each party acknowledges that they may have access to and/or be acquainted with certain confidential and proprietary information belonging to or regarding the other party ("**Confidential Information**"). "Confidential Information" shall mean all non-public information, documentation, and knowledge, in any manner or form, that is maintained as confidential, has or could have commercial value or other utility in the business the disclosing party is engaged or contemplates engaging in, and/or the receiving party should reasonably know is confidential or proprietary, whether or not such information is identified by the disclosing party, including, but not limited to: the disclosing party's business strategy and processes, intellectual property, trade secrets, services, software, technologies, pricing and costs, and work product. The receiving party agrees to hold Confidential Information in strict confidence and safeguard Confidential Information with at least the same degree of care as the receiving party would use to manage and protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, and subject to applicable law and regulations. Confidential Information shall not include any information, established by competent evidence, that: (a) is or becomes publicly known through lawful means; (b) is possessed by, rightfully known to, or independently developed by the receiving party prior to the time of its disclosure; (c) is disclosed to receiving party by a third party not under an obligation of confidentiality to the disclosing party; (d) is disclosed to authorized individuals in confidence and used only as is necessary to carry out their obligations under this Agreement; (e) the receiving party receives prior written approval by the disclosing party; or (f) is required by law or regulation or to comply with a subpoena or court order, but only after immediately notifying the disclosing party of any such requirement and providing them a reasonable opportunity to take legal action to prevent disclosure or use. The receiving party shall fully cooperate with the disclosing party in any remedy to limit disclosure or use. In addition to any other remedies that may be available in law, equity, or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened or actual disclosure or misappropriation of Confidential Information without the necessity of proving actual damages or the inadequacy of any of the other available remedies available to it. Upon expiration or termination of this Agreement, the receiving party shall cease using, and use all reasonable efforts to promptly return or destroy, all Confidential Information in any form, including anything that contains or refers to Confidential Information, and any and all duplicates thereof, subject to applicable law and regulation. This section shall survive any expiration or termination of this Agreement by either party for any reason.

12. FERPA. Where Organization is located in the United States and to the extent TutorMe collects, through the provision or maintenance of any Services, any information that constitutes an education record (as defined under the FERPA regulation 34 CFR § 99.3)("Education Record"), the parties agree that we are acting as a "school official" with "legitimate educational interests" in Organization's students' Education Records under the Family Educational Rights and Privacy Act ("FERPA"), or if applicable, is acting under another applicable FERPA exception listed in under FERPA regulation 34 C.F.R. § 99.31(a)(1), such as the "directory information" exception. Organization acknowledges and agrees that TutorMe may process Confidential Information for the purpose of providing the Services and related functions. Organization represents and warrants that it is authorized to process such information, including any Education Records contained therein, and make such information available to TutorMe as set out in this Agreement. This section shall survive any expiration or termination of this Agreement by either party for any reason.

ORDER FORM



QUOTE # Q-274360
DATE 4/19/2023
EXPIRATION DATE 5/19/2023

13. CO-BRANDING. The parties agree to co-brand and promote Services and their business relationship in good faith to ensure its success. Specifically, each party grants the other party, and their authorized representatives, a limited, revocable, nonexclusive, nontransferable, and royalty-free license to use and communicate their name and logo ("**Logo**") on the using party's websites and partner lists, marketing materials and communications for Services as requested by Organization, testimonials, success stories, case studies, and other reasonable uses as is needed to perform any agreements made by and between the parties without further notice to or consent from the granting party, so long as such use does not negatively affect or disparage the granting party or knowingly violate the granting party's ownership and rights in Logo. The granting party shall provide the using party with its current Logo and use guidelines, and any updates thereto, and the using party shall comply with such guidelines. Nothing herein shall be intended or interpreted as granting any ownership or rights in Logo to the using party. The granting party may revoke this license at any time in its sole discretion with 10 business days' written notice to the using party.

14. PRESS RELEASE. Following the execution of this Agreement, the parties may, jointly or otherwise, issue a mutually agreeable press release announcing their business relationship and Organization's purchase and use of Services. The parties shall work with each other reasonably and in good faith with respect to the content and timing of the press release prior to the issuance thereof, provided that a party may not unreasonably withhold its consent to such release. The parties may agree to issue subsequent press releases relating to their business relationship and Services as needed or is beneficial to the parties.

15. LIMITATIONS AND EXCLUSIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TUTORME OR ANY OTHER TUTORME PARTY (TUTORME PARTY MEANS TUTORME, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) BE LIABLE TO ORGANIZATION OR ANY THIRD PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, ANY LOST PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER OR DEVICE FAILURE OR MALFUNCTION, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OF, OR INABILITY TO USE, ANY OFFERING, EVEN IF TUTORME OR THE OTHER TUTORME PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT ORGANIZATION'S OWN DISCRETION AND RISK, AND ORGANIZATION WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DEVICES OR COMPUTER SYSTEMS USED TO ACCESS OR USE ANY SERVICE, OR LOSS OF DATA OR INFORMATION RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGGREGATE LIABILITY OF TUTORME AND ANY OTHER TUTORME PARTIES FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR ORGANIZATION'S USE OR INABILITY TO USE THE SERVICES (WHETHER ORDERED DIRECTLY FROM A TUTORME PARTY OR THROUGH AN AUTHORIZED RESELLER) FOR ANY CAUSE WHATSOEVER, AND UNDER ANY LEGAL THEORY, INCLUDING NEGLIGENCE, TORT OR STRICT LIABILITY, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE FEES ACTUALLY PAID BY ORGANIZATION (WHETHER TO A TUTORME PARTY OR AN AUTHORIZED RESELLER) FOR THE SERVICES GIVING RISE TO SUCH CLAIM FOR CALENDAR YEAR IN WHICH SUCH CLAIM AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. ORGANIZATION AGREES THAT TUTORME'S, AND ANY OTHER TUTORME PARTY'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITY FOR DEATH OR PERSONAL INJURY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ORGANIZATION. This section shall survive any expiration or termination of this Agreement by either party for any reason.

16. INDEMNIFICATION. Organization agrees, to the extent permitted by applicable law (and in the United States, the Organization's state laws), to indemnify, defend and hold TutorMe and the other TutorMe Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising from (a) Organization's failure to receive any consents or provide any notices required to be received or provided under applicable law in respect of all Users of the Services; (b) errors in the Organization account information, and Organization's selection of settings in the Services and maintenance of User accounts and their permission levels; (c) Organization's failure to comply with applicable laws; (d) Organization's violation of any rights of another party, (e) any content that you or your Users submit, share, upload, post or display on or to the Services ("Your Content"); and (f) any claim that any of Your Content violates any applicable laws or that it violates or infringes the rights of any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any third party claims for which we are entitled indemnification under this Section 16, and in any event, Organization agrees to cooperate with us in asserting any and available defenses.

17. FORCE MAJEURE. TutorMe shall not be liable or responsible to Organization, and not be deemed to have defaulted or breached this Agreement, for any failure or delay in the performance of its obligations under this Agreement when and to the extent such failure or delay is caused by or results from acts, events, or circumstances beyond its reasonable control, which by its nature could not have been foreseen, or if it could have been foreseen, was unavoidable and without any fault or negligence, such as acts of God, natural or nuclear events and catastrophes, national emergencies, government or military actions, acts of war or terrorism, civil disturbances and unrest, labor disputes including strikes and work stoppages, accidents, restraints or delays affecting supplies and materials, and any interruptions, malfunctions, or loss of utilities, communications, or computer or technical services. TutorMe shall use reasonable diligence to avoid any such failure or delay and to resume its performance as promptly as possible.

18. REMEDIES. No right, remedy, or election given by any provision in this Agreement shall be deemed exclusive, but each shall be cumulative with all other rights, remedies, and elections available at law or in equity.

ORDER FORM



QUOTE # Q-274360
DATE 4/19/2023
EXPIRATION DATE 5/19/2023

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. If Organization is a United States public and accredited educational institution, domiciled in a state within the United States that expressly requires a different choice of law other than California law, then Organization's state's law will apply. If Organization is a United States public and accredited educational institution domiciled in a state within the United States that expressly requires venue or jurisdiction of a different state, then Organization's state's required venue and jurisdiction will apply.

20. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

21. LEGAL FEES. In any action or suit to enforce any right or remedy under, or to interpret any provision of, this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees, costs, and other expenses, unless otherwise provided herein.

22. ASSIGNMENT. Organization shall not assign, transfer, or otherwise delegate, in whole or in part, this Agreement without the prior written consent of TutorMe, which consent shall not be unreasonably withheld. Any purported assignment or delegation in violation of this section shall be null and void. No assignment, transfer, or delegation shall relieve Organization of any of its obligations herein.

23. SUCCESSORS AND ASSIGNS. This Agreement binds and inures to the benefit of the parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, confers on any other third-party person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever or by reason of this Agreement.

24. RELATIONSHIP. The relationship between the parties is that of independent contractors. This Agreement is not intended to imply or create, and does not imply or create, any legal association or affiliation, such as agency, partnership, joint venture, employment, or fiduciary relationship, between the parties for any reason whatsoever, does not confer any power to a party to obligate or bind the other party in any manner, and is not an endorsement or sponsorship by either party of the other party.

25. GENERAL. (a) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous understandings and agreements, express or implied, oral or written, of any nature whatsoever, with respect to its subject matter. (b) Modifications. This Agreement may only be modified in writing by the parties. (c) Signatures. This Agreement may be executed electronically, and an electronic or scanned signature shall have the same legally binding effect for all purposes hereunder to the same extent as an original signature. (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same document. (e) Waivers. Failure or delay to enforce any provision of, or to exercise any right or remedy under, this Agreement shall not be construed to be a waiver of, or the right of the party thereafter, to enforce such provision, right, or remedy. The waiver of a specific breach may be valid and effectuated only by a written agreement duly executed by the waiving party. Such a written waiver shall not constitute a waiver of any other provision, right, or remedy. (f) Validity. If any provision or part of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such provision or part shall be omitted and the remaining provisions herein shall continue in full force and effect. (g) This Agreement binds and inures to the benefit of the parties and their respective successors and permitted assigns. (h) Form. Section headings are strictly for the convenience of the parties and shall not be used in any way to restrict the meaning or interpretation of the substantive language of the provisions herein. The content contained in this Agreement is applicable to the singular and the plural forms, and to the masculine, feminine, and neuter usage of gender, of such terms, as applicable. The use of the terms "include" and "including" shall in all cases mean "include without limitation" and "including without limitation," respectively. Any reference to the terms "day(s)" shall mean calendar day(s) unless otherwise expressly provided. If any date provided for in this Agreement falls on a day which is not a business day, the date shall be deemed to refer to the next business day.

26. NOTICE. Any notice, request, or other communication required or permitted to be given in writing with respect to this Agreement, when addressed to the party as shown on the Order Form, or as subsequently modified by the party by written notice in accordance with this section, shall be deemed given and effective: (a) on the day it is delivered by personal service or air courier with receipt of delivery; (b) 3 business days after it is mailed by certified U.S. mail with return receipt requested and postage prepaid; or (c) on the day it is emailed, provided that the sender receives confirmation that the recipient has received such notice by way of express acknowledgment of receipt by the recipient, a "read receipt," or similar.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Russell Little, Assistant Superintendent

Informational
 Action

AGENDA ITEM: MEMORANDUM OF UNDERSTANDING WITH OUR LADY OF MT.
CARMEL SCHOOL FOR TITLE III FUNDING AND SERVICES

BACKGROUND INFORMATION:

As part of the Elementary and Secondary Education Act (ESEA) Memorandum of Understanding between the San Ysidro School District, Our Lady of Mt. Carmel School and the Private School Provisions as amended by the Every Student Succeeds Act: Districts receiving Federal financial assistance are required to provide services to eligible private school children, teachers and other personnel consistent with the number of eligible children enrolled in private elementary and secondary schools in the District or in the geographic area serviced by the entity receiving Federal financial assistance. These services and other benefits must be comparable to the services and other benefits provided to public school children and teachers participating in the program.

Our Lady of Mt. Carmel School participated in the Limited English Proficient (LEP) Student Program funded under the ESEA, Title III, Part A for the 2022-2023 school year. According to the most recent English Learner (EL) student identification procedures, 225 ELs were identified in March 2023. Total allocations for the Title III funds based on the number of EL students should not exceed \$26,950.00.

Our Lady of Mt. Carmel is requesting the following expenditures with the Title III allocation:

- Professional Development from FACTS Education Solutions - \$13,000.00
- 21 Chromebooks and copy paper - \$5,553.56
- 25 licenses for Rosetta Stone Foundations - \$2,750.00
- Vocabulary workshop and Phonics to Reading materials from William H. Sadlier, Inc. - \$5,646.44

The term of this MOU is from May 2023 through September 30, 2023.

RECOMMENDATION:

Approve the Memorandum of Understanding with Our Lady of Mount Carmel School for Title III funds and services for the 2022-2023 school year at a cost not to exceed \$26,950.00.

LCAP GOAL AND ACTION/SERVICE:

Goal 2: English Language and Academic Language Development, Action 2.2: Continue to support, monitor, and evaluate the services for English Learners to ensure students acquire proficiency in English. Support staff will be monitoring student achievement data to ensure that students are making adequate progress towards annual progress goals with language acquisition. Data monitoring to support student intervention and instructional practices.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

Total Allocation:
\$26,950.00

(Amount)

Title III Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Memorandum of Understanding ESEA Title III

Provision of English Learner Student Programs and Services to Private Schools

2022-2023

Section 1: General

The San Ysidro School District (SYSD) has been notified by the Our Lady of Mount Carmel, a private school located within the geographic jurisdiction of this school district, of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2022-2023 School Year.

This Memorandum of Understanding (MOU) contains a sample description of the nature and scope of services and products to be provided by the San Ysidro School District to the Our Lady of Mount Carmel School in order to serve its EL students.

Section 2: How will the students' needs be identified?

A total of 225 EL students were identified in March 2023.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of an English proficiency assessment for those students for whom a language other than English was entered on the HLS and lived within the district's boundaries. The assessment is selected and approved by the San Ysidro School District after consultation with the Our Lady of Mount Carmel School.

Section 3: What services and products will be provided?

Our Lady of Mount Carmel requested funding for the purchases of the following:

1. Evidence-based Professional Development for English Language Learners from FACTS Education Solutions - \$13,000.00
2. 21 Samsung Chromebooks—11.6” for students to access a variety of applications and programs - \$5,430.37
3. Copy paper in the amount of \$89.00
4. 25 licenses for Rosetta Stone Foundations, an online learning platform with interactive activities carefully sequenced to build language. - \$2,750.00
5. Vocabulary Workshop and From Phonics to Reading Resource programs from William H. Sadlier, Inc. - \$5,646.44

Total amount not to exceed \$26,950.00

Section 4: How, when, where, and by whom will the services be provided?

The purchases will be made by SYSD immediately following the approval of this MOU by the SYSD Governing Board. The items in section 3 will be provided for the use of Title III funds to serve the needs of students enrolled at Our Lady of Mt. Carmel.

Term: May 31, 2023 – not to exceed September 30, 2023

Section 5: How will the services be assessed to Improve the program?

Representatives of the San Ysidro School District and the Our Lady of Mount Carmel School shall meet during the month of June of the year in which services have been offered to discuss the delivery and effectiveness of services provided to EL students. The representatives shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein.

Section 7: Signatures of authorized representatives

For Our Lady of Mt Carmel:

Name: Sister Eva Lujano Phone No: (619)428-2091

Signature: _____ Date: _____

Title: OLMC Principal

For San Ysidro School District

Name: Marilyn Adrianzen Phone No: (619)428-4476

Signature: _____ Date: _____

Title: Chief Business Official



Our Lady of Mt. Carmel School

4141 BEYER BOULEVARD, SAN YSIDRO, CA 92173 (619) 428-2091

Blessed Be God!

April 20, 2023

Needs Assessment: Title III:

Our Lady of Mount Carmel School proposes allotted Title III fund money to be used towards professional development. The following professional development needs have been identified by informal teacher assessments or surveys. Services to be provided by FACTS Education Solutions, LLC as a third party provider to deliver evidence based professional development for English Language Learners. PDs will include Differentiated Formative and Summative Assessment for ELLs, Comprehensibility-Making Instruction Clear for ELLs, Dynamic Teaching Strategies for ELLs. PDs not to exceed **\$13,000.00**

Our Lady of Mount Carmel School is also proposing allotted Title III fund money to purchase 21 Chromebooks to be used by qualifying students at home and/or at school. Through the use of these chromebooks, students will be able to access a variety of applications and programs that our school is requesting and/or already utilizes. This will allow students to reinforce new skills learned. Time spent on these chromebooks not only promote the use of higher level thinking skills, but also allow students time to discover knowledge through trial and error. $\$239.99 \times 21 = 5039.79 + \text{tax} = \mathbf{\$5430.37}$

Any balance we request copy paper.

[Samsung® Chromebook 4 Laptop, 11.6" Screen, Intel® Celeron™ N4000, 4GB Memory, 32GB Flash Memory, Platinum Titan, Microsoft® Chrome OS](#)

Our Lady of Mount Carmel School also is requesting the purchase of 25 licenses for Rosetta Stone. Rosetta Stone Foundations is an online learning platform in an immersion environment with interactive activities carefully sequenced to build language. It moves English learners through a carefully structured sequence of pictures, encouraging them to associate images they understand with words they do not. It is designed for learners to think in the language not to translate in their head while building confidence to speak. **\$2750.00**

Our Lady of Mount Carmel also requests the purchase of Vocabulary Workshop and From Phonics to Reading Resource Programs. As English learners learn to master the language, these resources allow students to acquire a rich and expanded vocabulary.

Vocabulary Workshop **\$3354.64**

From Phonics to Reading **\$2291.80**

Blessings,


Sister Eva Lujano SJS, Principal
Our Lady of Mount Carmel School



**Professional Development Workshops
Our Lady of Mount Carmel Catholic School
Title III Proposal
Date: 03/27/23**

121 South 13th Street | Lincoln NE 68508 | FACTSed.com



Executive Summary

FACTS Education Solutions, LLC, (FACTS Ed) is pleased to submit this proposal for professional development services to Our Lady of Mount Carmel Catholic School in San Ysidro, CA.

FACTS Ed is a subsidiary of FACTS, the leading provider of financial services for private schools in America, currently serving more than 11,500 private and faith-based schools. Beginning in 2016, with a commitment to make a positive impact in the classrooms of the schools we serve, FACTS Ed has steadily grown to be the premier provider of educational services in nonpublic schools, nationwide. We have implemented our services in both large and small school districts, including Boston, Los Angeles, Miami, and Seattle, as well as San Bernardino, Des Moines, Sioux City, and Grand Rapids. We are driven to enhance the quality of teaching and leadership practices, ultimately supporting teachers and administrators in their quest to elevate the learning experience for children.

FACTS Ed offers supplementary instruction, academic intervention and professional development services in various forms, customized to meet the specific needs of the administrators and teachers, as well as students and their parents. With nationally respected educational specialists providing research-based professional development, our comprehensive, integrated programs include workshops, institutes, and webinars that promote professional learning communities and sustainable leadership, as well as teacher and leadership coaching focused on best practices for meeting the needs of the teachers and their students.

We look forward to this opportunity to continue our partnership with Our Lady of Mount Carmel Catholic School faculty and staff.

Contact Us

FACTS Education Solutions, LLC
121 S 13th Street
Lincoln, NE 68508

Carlos Hernandez
Regional Vice President
chernandez@factsmgt.com
Phone: 720.227.6515



Services Description

FACTS Ed will provide (3) three customized on-site sessions for 12 staff members at Our Lady of Mount Carmel School. The workshops will take place in April and May 2023. Event evaluations will be sent via email at the conclusion of each session to measure effectiveness.

Session Description

Comprehensibility: Making Instruction Clear for ELLs

Making instruction comprehensible to ELLs and all students is a critical skill of a competent educator. This workshop provides practical strategies for making content, language, and literacy instruction more accessible and comprehensible with standards in mind.

Differentiated Formative and Summative Assessment for ELLs

Assessment is a critical part of teaching and learning. For ELLs, it is crucial that we assess students in a way that allows them to demonstrate their knowledge of content and language. A variety of formative and summative assessment strategies, as well as ways to differentiate assessments for students at differing proficiency levels, are presented throughout this workshop.

Dynamic Teaching Strategies for ELLs

Learn must-have, research-proven strategies to help ELLs succeed. This engaging and informative workshop shows why rigorous vocabulary development is so important, plus how to generally maximize time spent with ELLs. Discover exciting ways to use music and movement to teach content. Come away with understanding the rationale for writing language objectives, dynamic strategies for reading comprehension, ideas for writing with ELLs that will motivate them, and know how to foster higher-order thinking skills in an ELL classroom.

Support

Registration

Participating educators will receive an emailed certificate of completion. An administrator will email the participant list to FACTS Ed at the conclusion of the event.

Materials



All materials required for the professional learning session will be provided by FACTS Ed.

Invoicing

FACTS Ed will invoice San Ysidro School District within 30 days of the service. Payment is due 30 days from the receipt of the invoice.

Professional Development Compliance Documents

FACTS Ed will provide the following compliance documents:

- Participation reports
- Agendas
- Session evaluation summary reports

<p>Participating LEA Contact San Ysidro School District San Ysidro, CA Ms. Originales elizabeth.originales@sysdschools.org</p>	<p>Participating School Contact Our Lady of Mount Carmel Catholic School San Ysidro, CA Ms. Lujano principal@olmc.school</p>
--	---

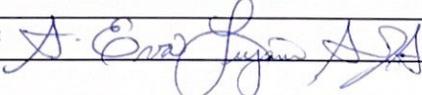
Cost of Services: \$13,000.00

Price includes pre-event consultation between FACTS Ed presenter and principal and three on-site sessions with guided conversation.

Proposed Agreement

Professional Development pricing is based upon estimated service levels described above. FACTS Education Solutions has the capacity to provide professional development services in other event scenarios. If the number of sessions or event duration increases, prices will be adjusted and invoiced accordingly.

Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal for services offered to Our Lady of Mount Carmel School.

Signed:  Printed Name: Sr. Eva Lujano SJS



Title: Principal	Institution: Our Lady of Mt. Carmel	Date: 3/28/2023

Please complete, sign, and return to Carlos Hernandez at: chernandez@factsmgt.com

SERVICE ORDER FORM

May 1, 2023

Rosetta Stone Contact:
 James Collis
 Phone:
 Email: jcollis@rosettastone.com

Customer Shipping Address:

Lucy Lozada
 Librarian
 Our Lady of Mount Carmel School
 4141 Beyer Blvd
 San Ysidro, CA 92173
 US

Customer Billing Address:

Lucy Lozada
 Librarian
 Our Lady of Mount Carmel School
 4141 Beyer Blvd
 San Ysidro, CA 92173
 US

Contact Phone: (619) 428-2091
 Contact Email: lucylozada@olmc.school

Billing Contact Phone: (619) 428-2091
 Billing Contact Email: lucylozada@olmc.school

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone LLC provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Rosetta Stone Foundations for Schools (Silver) is fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	25	USD 110.00	USD 2,750.00
Sub Total			USD 2,750.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 2,750.00
Notes			
<ul style="list-style-type: none"> Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only. 			

Pricing is valid for 30 days.

TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of May 1, 2023 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one year each, unless a party gives the other party written notice of termination of this Order Form at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal of the term of this Order Form, Licensor shall have the right to propose revisions to the pricing and other terms set forth in this Order Form to be effective for the next renewal period. If the parties fail to agree in writing on the revisions to this Order Form prior to the commencement of the renewal term, this Agreement will terminate on the expiration date of the then current term. Incremental add-on licenses for a site will be priced at the renewal rate consistent with the term of the renewal (and not be prorated).

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 30 day terms, F.O.B. Origin.

REFERENCES

Customer grants to Rosetta Stone and its affiliates a non-exclusive, world-wide, royalty-free right and license to use company name and/or logos to identify as a Rosetta Stone customer, subject to any standard trademark usage guidelines Customer may provide to Rosetta Stone. This right will survive the term of this Agreement, provided Customer may terminate this usage right at any time by giving Rosetta Stone at least 30 days written notice. Upon receipt of such notice, Rosetta Stone will take commercially reasonable efforts to promptly remove Customer's company name and logos from appearing on Rosetta Stone's website and digital assets.

ACCEPTANCE

This quote also serves as an order form. In placing this order, customer accepts the terms and conditions described in the Enterprise License Agreement, available at www.rosettastone.com/agreements. Please fax quote along with any applicable purchase order to 866-295-1834.

I (the Customer) have read and accept the Enterprise License Agreement (ELA). The ELA, together with this Rosetta Stone Order Form ('Order Form') constitute the entire Agreement between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LLC

By: _____

Authorized Signing Authority

Printed Name/Title

Date

OUR LADY OF MOUNT CARMEL SCHOOL

By: _____

Authorized Signing Authority

Printed Name/Title

Date



Quote

Account: 1298353

William H. Sadlier, Inc.
25 Broadway
New York NY 10004-1010
United States

#QO39656

3/27/2023

Bill To

Our Lady of Mount Carmel Sch
4141 Beyer Blvd
San Ysidro CA 92173-2133
United States

Ship To

Lucy Lozada
Our Lady of Mount Carmel Sch
4141 Beyer Blvd
San Ysidro CA 92173-2133
United States

TOTAL

\$3,354.64

Expires: 6/25/2023
PO#:
Memo:

Expires	Exp. Close	Order Contact	Order Contact Email	Sales Rep	Shipping Method
6/25/2023	3/27/2023	Lucy Lozada	lucylozada@olmc.scho ol	Ed Castillo	Sadlier Best Way

Line #	Quantity	Item	Full ISBN	Rate	Amount
1	20	1641-1 Vocabulary Workshop©2021 Gr1 Student Edition	978-1-4217-1641-1	\$11.49	\$229.80
2	22	1642-8 Vocabulary Workshop ©2020 SE Grade 2	978-1-4217-1642-8	\$11.49	\$252.78
3	35	1643-5 Vocabulary Workshop ©2020 SE Grade 3	978-1-4217-1643-5	\$11.49	\$402.15
4	40	1644-2 Vocabulary Workshop ©2020 SE Grade 4	978-1-4217-1644-2	\$11.49	\$459.60
5	25	1645-9 Vocabulary Workshop ©2020 SE Grade 5	978-1-4217-1645-9	\$11.49	\$287.25
6	37	1806-4 Vocabulary Workshop©2022 Student Edition Gr6 Level A	978-1-4217-1806-4	\$11.49	\$425.13
7	30	1807-1 Vocabulary Workshop©2022 Student Edition Gr7 Level B	978-1-4217-1807-1	\$11.49	\$344.70
8	34	1808-8 Vocabulary Workshop©2022 Student Edition Gr8 Level C	978-1-4217-1808-8	\$11.49	\$390.66
9	1	1651-0 Vocabulary Workshop©2021 Gr1 Teacher Edition	978-1-4217-1651-0	\$0.00	\$0.00
10	1	1652-7 Vocabulary Workshop ©2020 TE Grade 2	978-1-4217-1652-7	\$0.00	\$0.00



QO39656



Quote

Account: 1298353

William H. Sadlier, Inc.
25 Broadway
New York NY 10004-1010
United States

#QO39656

3/27/2023

Line #	Quantity	Item	Full ISBN	Rate	Amount
11	1	1653-4 Vocabulary Workshop ©2020 TE Grade 3	978-1-4217-1653-4	\$0.00	\$0.00
12	1	1654-1 Vocabulary Workshop ©2020 TE Grade 4	978-1-4217-1654-1	\$0.00	\$0.00
13	1	1655-8 Vocabulary Workshop ©2020 TE Grade 5	978-1-4217-1655-8	\$0.00	\$0.00
14	1	1816-3 Vocabulary Workshop©2022 ATE Gr6 Level A	978-1-4217-1816-3	\$0.00	\$0.00
15	1	1817-0 Vocabulary Workshop©2022 ATE Gr7 Level B	978-1-4217-1817-0	\$0.00	\$0.00
16	1	1818-7 Vocabulary Workshop©2022 ATE Gr8 Level C	978-1-4217-1818-7	\$0.00	\$0.00

Subtotal \$2,792.07

Discount

Shipping \$321.26

Handling \$0.00

Tax Total \$241.31

Total \$3,354.64



QO39656



Quote

Account: 1298353

William H. Sadlier, Inc.
25 Broadway
New York NY 10004-1010
United States

#QO39658

3/27/2023

Bill To

Our Lady of Mount Carmel Sch
4141 Beyer Blvd
San Ysidro CA 92173-2133
United States

Ship To

Lucy Lozada
Our Lady of Mount Carmel Sch
4141 Beyer Blvd
San Ysidro CA 92173-2133
United States

TOTAL

\$2,291.80

Expires: 6/25/2023
PO#:
Memo:

Expires	Exp. Close	Order Contact	Order Contact Email	Sales Rep	Shipping Method
6/25/2023	3/27/2023	Lucy Lozada	lucylozada@olmc.scho ol	Ed Castillo	Sadlier Best Way

Line #	Quantity	Item	Full ISBN	Rate	Amount
1	30	2070-8 From Phonics to Reading SE w Resources GrK	978-1-4217-2070-8	\$15.99	\$479.70
2	20	2071-5 From Phonics to Reading SE w Resources Gr1	978-1-4217-2071-5	\$15.99	\$319.80
3	22	2072-2 From Phonics to Reading SE w Resources Gr2	978-1-4217-2072-2	\$15.99	\$351.78
4	35	2073-9 From Phonics to Reading SE w Resources Gr3	978-1-4217-2073-9	\$15.99	\$559.65
5	1	2080-7 From Phonics to Reading TE w Resources GrK	978-1-4217-2080-7	\$0.00	\$0.00
6	1	2081-4 From Phonics to Reading TE w Resources Gr1	978-1-4217-2081-4	\$0.00	\$0.00
7	1	2082-1 From Phonics to Reading TE w Resources Gr2	978-1-4217-2082-1	\$0.00	\$0.00
8	1	2083-8 From Phonics to Reading TE w Resources Gr3	978-1-4217-2083-8	\$0.00	\$0.00
9	1	1570-4 From Phonics to Reading TE eBk SeatLic 1yr Gr K	978-1-4217-1570-4	\$50.99	\$50.99
10	1	1571-1 From Phonics to Reading TE eBk SeatLic 1yr Gr 1	978-1-4217-1571-1	\$50.99	\$50.99



QO39658



Quote

Account: 1298353

William H. Sadlier, Inc.
25 Broadway
New York NY 10004-1010
United States

#Q039658

3/27/2023

Line #	Quantity	Item	Full ISBN	Rate	Amount
11	1	1572-8 From Phonics to Reading TE eBk SeatLic 1yr Gr 2	978-1-4217-1572-8	\$50.99	\$50.99
12	1	1573-5 From Phonics to Reading TE eBk SeatLic 1yr Gr 3	978-1-4217-1573-5	\$50.99	\$50.99

Subtotal \$1,914.89

Discount

Shipping \$205.31

Handling \$10.20

Tax Total \$161.40

Total \$2,291.80



Q039658

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
San Ysidro Middle School
Manuel Bojorquez

Informational
 Action

AGENDA ITEM: AGREEMENT WITH THE PHOTO GLAM BOOTH LLC

BACKGROUND INFORMATION:

The San Ysidro Middle School’s Associated Student Body (ASB) hosts a dance for approximately 200 8th graders that will be promoting to High School. This year, the ASB voted and approved to have their 8th grade dance off site on May 31, 2023. Parents will be responsible for transporting their student to and from the event. The ASB Teacher and chaparones will be supervising the event.

The ASB has approved the expense to have a Photobooth during their event. The cost implication for this Agreement is \$53500.

RECOMMENDATION:

Approve/Ratify the agreement with the Photo Glam Booth LLC to provide services at the San Ysidro Middle School’s 8th grade promotion dance at a cost of \$535.00 from ASB funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$535.00
(Amount)

ASB Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road
San Ysidro, California 92173
619-428-4476

INDEPENDENT SERVICE PROVIDER

THIS CONTRACT made and entered into on 31st of May 2023 by and between Photo Glam Booth, LLC, an Independent Contractor/ Individual, hereinafter referred to as **SERVICE PROVIDER** and the **SAN YSIDRO SCHOOL DISTRICT**, hereinafter referred to **DISTRICT**.

WITNESSETH; The parties do hereby contract and agree as follows:

1. The term of this contract shall begin on May 31, 2023 with work to be completed on or before May 31, 2023.
2. The District shall pay the Service Provider for the specified services as reflected below or on Exhibit A for the following services (the "Project"):

Service Provider shall provide photo booth, supplies, and services during the San Ysidro Middle School's 8 th grade event at 640 Marina Parkway, Chula Vista, CA 91910 (an off-site location). See Exhibit A for rates/fees.

PROJECT NAME

3. The Service Provider shall not commence work under this Contract until the insurance required under paragraph 22 of the **General Terms and Conditions** and satisfactory proof of such insurance has been submitted to the District and said insurance has been approved by the District.
4. Payment Schedule - Payment for the work shall be made in lump sum upon final completion of the Project subject to the provisions of Paragraph 18 of the **General Terms and Conditions** and the District's written approval of the work (which approval shall not be unreasonably withheld). No payment by the District shall be due or until at least thirty (30) days following final approval of completed work by the District.
5. Inspection shall be performed and confirmed by the Director of Maintenance, Operations, Transportation and Facilities for the District, or his authorized representative.
6. The Contract includes the **General Terms and Conditions** as printed and set forth on the following pages, and the Service Provider, by executing this Contract, agrees to comply with all such general terms and conditions.
7. The Service Provider shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of final written approval by the District.
8. Documents Constituting Agreement. The documents indicated below collectively constitute the entire Agreement, and shall be attached and maintained with a copy of this Agreement:
 - Scope of Work Statement (Exhibit A)
 - Certificates of Liability Insurance
 - Additional Insured Endorsement
 - Release of Liability
 - Worker's Compensation Insurance (if applicable and as required by law)
 - Waiver of Subrogation for both General Liability and Workers' Compensation
 - School Safety Certification Form
 - Covid-19 (Addendum)
 - IRS Form W-9

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self insurance in accordance with provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- 9. Entire Agreement/Amendments. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended except by a writing signed by the District and Service Provider. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.
- 10. 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.
- 11. Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.
- 12. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereunto have subscribed to this Contract, including all Contract Documents described herein:

SERVICE PROVIDER

Authorized Signature

Name

TITLE: _____

LICENSE NUMBER: _____

ADDRESS: _____

DATE: _____

TEL # _____

EMAIL: _____

SAN YSIDRO SCHOOL DISTRICT

Marilyn Adrianzen, Chief Business Official

DATE: _____

BOARD APPROVED: _____

EMAIL: marilyn.adrianzen@sysdschools.org

PHONE: (619) 428-4476 ext. 3003

FAX: (619) 428-9355

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE.** Proposals are subject to acceptance by the District and signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote. No attachment or exhibit to any such proposal provided by Service Provider shall supersede these General Terms and Conditions or other contract documents. Any such provisions which conflict with the requirements of the contract documents shall be void and unenforceable.

2. **SITE EXAMINATION.** Service Provider must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote a Service Provider warrants that they have made such site examination as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

3. **EQUIPMENT AND LABOR.** The Service Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.

4. **SUBCONTRACTORS.** Service Provider agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Service Provider shall subcontract any part of this contract, Service Provider shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by him. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.

5. **SAFETY AND SECURITY.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

6. **DEFAULT BY SERVICE PROVIDER.** When Service Provider, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the work specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the contract entered into with said Service Provider, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Service Provider, subcontractor or vendor, as above stated, shall be a liability against the Service Provider and his sureties. The Board of Education reserves the right to cancel any articles or services which the Service Provider may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Service Provider provided satisfactory proof is furnished to the Board of Education, if requested.

7. **CONTRACT CHANGES.** No changes or alterations to this contract shall be made without specific prior written approval by the District.

8. **WORKERS.** Service Provider shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfi person or anyone not skilled in work assigned to him or her. Any person in the employ of the Service Provider whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.

9. **SUBSTITUTIONS.** No substitutions, of materials from those specified in the Work Specifications, shall be made without the prior written approval of the District.

10. **SERVICE PROVIDER SUPERVISION.** Service Provider shall provide competent supervision of personnel employed on the job site, use of equipment, and quality of workmanship.

11. **CLEAN UP.** Debris shall be removed from the premises. Job site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

12. **ACCESS TO WORK.** District representatives shall at all times have access to work wherever it is in preparation or progress. Service Provider shall provide safe and proper facilities for such access.

13. **PROTECTION OF WORK AND PROPERTY.** The Service Provider shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workmen and the public, and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Service Provider, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

14. **OCCUPANCY.** District reserves the right to occupy buildings at any time before formal contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this contract, nor shall such occupancy extend the date specified for substantial completion of the work.

15. **ASSIGNMENT OF CONTRACT AND PURCHASE ORDER.** The Service Provider shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.

16. **FORCE MAJEURE CLAUSE.** The parties to the Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party (ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

17. **HOLD HARMLESS AGREEMENT** To the fullest extent permitted by law, Service Provider shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Service Provider, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Service Provider's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Service Provider shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Service Provider shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Service Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Service Provider's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Service Provider.

18. **PAYMENT.** Service Provider shall submit to District an itemized invoice which indicates work completed by Service Provider. 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 Service Provider within 30 days and in accordance with this Agreement.

19. **PERMITS AND LICENSES.** The Service Provider and all of his employees, agents, and subcontractors shall secure and maintain in force, at Service Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

20. **SERVICE PROVIDER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT.** While engaged in carrying out other terms and conditions of this Agreement or purchase order, the Service Provider is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

21. **ANTI-DISCRIMINATION.** It is the policy of the San Ysidro School District Board of Education that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Service Provider agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the

Service Provider agrees to require such compliance by all subcontractors employed on the work by him.

22. **SERVICE PROVIDER AND SUBCONTRACTOR'S INSURANCE.** The Service Provider shall not commence work under this Contract until he has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Except for worker's compensation insurance, the policy shall not be amended or modified, and the coverage amounts shall not be reduced without the District's prior written consent, and, the District shall be named as an additional insured and be furnished thirty (30) days written notice prior to cancellation. The Service Provider shall not allow any Subcontractor, employee or agent to commence work on this contract or any subcontract until the insurance required of the Service Provider, subcontractor, or agent has been obtained.

A) **WORKER'S COMPENSATION INSURANCE.** The Service Provider shall procure and shall maintain during the life of this contract Worker's Compensation Insurance on all of his employees to be engaged in work on the project under this contract and in case of any such work sublet, the Service Provider shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Service Provider's Worker's Compensation Insurance. A Waiver of Subrogation in favor of the District shall be provided.

B) **COMMERCIAL GENERAL LIABILITY AND COMMERCIAL AUTO INSURANCE.** The Service Provider shall procure and shall maintain during the life of his contract, Service Provider's Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident (per occurrence) and Commercial Auto Insurance in an amount not less than \$1,000,000. Any subcontractor employed in connection with the work shall maintain such insurance unless the Service Provider's insurance covers the subcontractor and its employees.

23. **WARRANTY/QUALITY.** The Service Provider, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defects or failures of materials for a minimum period of one (1) year from delivery or the final completion date for the work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

24. **ASSIGNMENT OF CLAIMS.** In submitting a quote on this project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Service Provider and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment

to the Service Provider without further acknowledgment by the parties.

25. **COMPLIANCE WITH LAWS.** Service Provider shall give all notices and comply with all laws, ordinances; rules and regulations bearing on conduct or work as indicated or specified. If Service Provider observes that any of the work required by this contract is at variance with any such laws, ordinances, rules or regulations, Service Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Service Provider's receipt of a written termination notice from the District. If Service Provider performs any work knowing it to be in violation of such laws, ordinances, rules or regulations and without first notifying the District of such violation, Service Provider shall bear all costs arising there from.

26. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.

27. **GOVERNING LAW.** This contract shall be governed by and construed in accordance with the laws of the State of California with venue in San Diego County.

28. **NO ORAL MODIFICATION.** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by authorized representatives to enter into agreements of each party to be bound thereby.

29. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.

30. **RESERVED**

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

(i) **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require Service Provider to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Service Provider in connection with the performance of Services under this Agreement. Service Provider shall be required to provide such documents and other information within five (5) days of the request.

(ii) **Additional 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.

(iii) **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the addresses provided in the Contract, or at such other address as the respective parties may provide in writing for this purpose:

Such notice shall be deemed made when personally delivered, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

32. **FINGERPRINTING REQUIREMENTS.** It shall be the responsibility of the Service Provider to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. At Service Provider's own expense, all of the Service Provider's employees working on Project, including those of subcontractor, working on a school site or off-site during a school-related event and while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2. Service Provider's employees must be fingerprinted and cleared prior to commencing work. In addition, Service Provider shall complete a **School Safety Certification Form.**

33. **DRUG/TOBACCO-FREE FACILITIES.** All District facilities are drug, alcohol and tobacco-free facilities. Any drug, alcohol and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

34. **TUBERCULOSIS (TB) CLEARANCE.** The District requires for Tuberculosis (TB) Clearances to be in place by anyone coming in contact with pupils. This section may be waived if the District determines that the Service Provider and/or its employees will have limited contact with District pupils or if the Service Provider and its employees will be supervised at all times by District staff.

35. **SAFETY PROTOCOLS** – The District requests that all service providers/contractors that will be on District facilities to follow COVID-19 Safety Protocols and to provide proof of Covid vaccination. **Refer to Addendum below.**

36. **COMPLIANCE WITH STORM WATER PERMIT (if applicable).** Service Provider shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Service Provider shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Service Provider shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. Service Provider shall provide copies of all reports and monitoring information to the District Representative. Failure to comply with the Permit is in violation of federal and state law.

Contractor's Initials _____`

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION
CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony
listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background
Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Service Provider's employees and/or subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Service Provider shall require their employees, including the employees of any sub-Contractor 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.

_____(Initial) Service Provider 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Service Provider certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Service Provider 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 Service Provider's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the

requirements prohibiting Service Provider 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.

_____(Initial) 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.

_____(Initial) Service Provider's individuals/ employees and/or SubContractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Service Provider's employees/ individuals and/or SubContractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Service Provider's and Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name:

Name & Title of authorized representative (Print)

Signature: _____

Date _____

ADDENDUM

COVID-19

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Consultant for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Consultant to ensure there is no interruption of service to District if the Contractor/Consultant and any employee, volunteer and/or agent of the Contractor/Consultant fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Consultant to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

INVOICE



EXHIBIT A

Bill To

Blanca Vega
LCT Bayside Pavilion- Chula Vista

Photo Glam Booth "DBA Pretty Pink Boat"

1050 Kettner Blvd Suite D #532
san Diego, Ca
Phone: (619) 873-7949
Email: info@photoglambooth.com
Web: www.photoglambooth.com
www.prettypinkboat.com

Payment terms Due upon receipt
Invoice # 5510
Date 03/31/2023
Business / Tax # 83-2276094

Description Total

mini glam 2.5 hrs on ~~June-1,-2023-~~ May 31, 2023 \$535.00

Hours; 4:30-7pm (attendant arrives 2hrs before to set up)

- *Professional fun photographer (Dressed in all black)
- *Instant 2x6 Prints (4x6 Available For \$50 Fee)
- *DSLR Camera
- *Open Air Glam Booth
- *Backdrops (Color, Sequin, Pattern)
- *Light Beauty Glam Filter
- *Choose templates Or DIY (Custom Made \$25)
- *30 Premium Quality Props
- *Setup, & Breakdown (arrival is 2 hrs before starting service)
- *Digital photos will be sent via Dropbox

Subtotal	\$535.00
Total	\$535.00
Deposit Due	\$100.00

balance due 5 days before... late pay will result in a \$45 fee

Thank you for choosing us as your Photo Booth company for your big event!

Please sign electronically no need to print by clicking on the top 3 dots of the top right hand side of your invoice. ~~You can also make your deposit to secure the date through our secure online payment system. Once deposit has been made~~ I will add you to our schedule and I will contact you closer to the date regarding your photo booth print design, hours, parking, photo booth set up, and backdrop choice as well as the day of contact information. Please note the deposit is non refundable but the deposit can be applied to a future date if you need to reschedule.

You can always add more services as we get closer to the date since we do offer more services.

Please note; if we are setting up outside during the day we will need to be under shade to get the best pictures of your guests and they are not squinting from the sun. We also need a wall behind our backdrop to protect from possible high winds.

Gratuity can be paid day of to the photo booth attendant.

Balance is due ~~5 days before~~ the day of the event. I will also send you a reminder the day of.

Thank you!

Sahanae Buchanan

Marilyn Adrianzen, CBO

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Human Resources
Linda Olea, Executive Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS FOR LIBRARIAN OF RECORD SERVICES

BACKGROUND INFORMATION:

The District will go into agreement with the San Diego County Superintendent of Schools to provide Librarian of Record services as stipulated in the California Education Code, sections 18100 – 18103, 18176, and 44868.

For Librarian of Record services and Board of Education approved book lists, the District will pay to the County the rate of \$0.49 per CDE reported student enrollment 4,260 x \$0.49 = \$2,087.40.

The term of this agreement is from July 1, 2023 to June 30, 2024.

RECOMMENDATION:

Approve the agreement with the San Diego County Superintendent of Schools to provide Librarian of Record services during fiscal year 2023-24 at an estimated cost of \$2,087.40 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal #1: Student Achievement – 1.5 Staffing

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

\$2,087.40

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**San Diego County Superintendent of Schools
Agreement for Library Media Services Subscriptions**

The Governing Board of the San Ysidro School District, hereinafter called the “District,” and the San Diego County Superintendent of Schools, hereinafter called the “County,” agree as follows:

COUNTY SERVICES

1. The San Diego County Office of Educations Schools Librarian will serve as the “Librarian of Record” as stipulated in the California Education Code, sections 18100 - 18103, 18176, and 44868.

DISTRICT COSTS, PAYMENT AND RESPONSIBILITIES

(2022-23 student enrollment reported by Dataquest, CDE =4,260)

1. For Librarian of Record services and Board of Education approved book lists, the District will pay to the County the rate of \$0.49 per CDE reported student enrollment 4,260 x \$0.49 = \$2,087.40

For Librarian of Record service the District will pay to the County the total amount of \$2,087.40. The transfer of funds to the County School Service Fund will take place in January of this fiscal year.

PERIOD OF AGREEMENT – INCEPTION AND TERMINATION DATES

This agreement is in effect July 1, 2023, through June 30, 2024.

RENEWAL TERMS

District and County will review this contract annually.

COUNTY AND DISTRICT CONTACT INFORMATION

County Representatives

Cindy Dunlevy
Coordinator
San Diego County Office of Education
Library Media Services
6401 Linda Vista Road 321 South
San Diego, CA 92111
858 298-2024
cidunlevy@sdcoe.net

Jonathan Hunt
Coordinator
San Diego County Office of Education
Library Media Services
6401 Linda Vista Road 321 South
San Diego, CA 92111
858 298-2025
jonathan.hunt@sdcoe.net

District Tech Representative

Name: Todd Lewis
Title: Director of Education Technology
Location: San Ysidro School District
Address: 4350 Otay Mesa Road
City/State/Zip: San Ysidro, CA 92173
Phone: 619-428-4476 x3062
Email: todd.lewis@sysdschools.org

District Contact for Communication

Name: Linda Olea
Title: Executive Director of Human Resources
Location: San Ysidro School District
Address: 4350 Otay Mesa Road
City/State/Zip: San Ysidro, CA 92173
Phone: (619) 428-4476 x3013
Email: linda.olea@sysdschools.org

HOLD HARMLESS

Contractor shall defend, indemnify and hold the County, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, volunteers, Contractors and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all attorney fees and other related costs and expenses. Contractor shall reimburse County and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the County, its directors, officials, officers, employees and agents. The Contractor's duty to defend, indemnify, and hold the County harmless shall not apply to the extent a claim is due to the negligence or willful misconduct of the County.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This Agreement represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

By _____
(Authorized Signature)

Michael Simonson
Name

Deputy Superintendent, Chief Business Officer
Title

Date

SAN YSIDRO SCHOOL DISTRICT

By _____
(Authorized Signature)

Marilyn Adrianzen
Name (printed)

Chief Business Official
Title

Date

marilyn.adrianzen@sysdschools.org
Email

Board approved:

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM: Dr. Jose Iniguez, Assistant Superintendent of Admin. Leadership, School Support & Safety Informational
 Action

AGENDA ITEM: AGREEMENT WITH SUPERSONIC DETAILING INC.

BACKGROUND INFORMATION:

The Transportation Department provides services to our most important customers, our students. It is important to have our bus and van fleet clean and sanitized not only in the inside of the units but also the external appearance is important.

Supersonic Detailing Inc. provides low-cost washing of vehicles and uses a special water recovery system that complies with environmental regulations. Supersonic comes to a designated facility with their mobile wash system. They bring all materials, supplies and equipment needed to wash the District's vehicles used to transport students.

RECOMMENDATION:

Approve the agreement with Supersonic Detailing Inc. to provide washing of vehicles for the 2023-24 fiscal year at an estimated cost of \$8,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

2.1 Maintain basic operating services of the district including MOT personnel, transportation, contracted services, and utilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

ESTIMATED

\$8,500.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 1

The Independent Contractor Agreement between San Ysidro School District (District) and Supersonic Detailing Inc. was entered on September 9, 2022, to provide washing of vehicles for fiscal year 2022-23.

Amendment No. 1 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

Extend the Term to Fiscal Year 2023-24 (July-June) on an “as needed” basis.

All other Terms and Conditions (including rates) of the Agreement dated September 9, 2022 remain the same.

The District and Supersonic Detailing Inc., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Supersonic Detailing Inc.

Firm Name

San Ysidro School District

Firm Name

Signature of Authorized Agent

Signature

Print Name, Title

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date:

Date

Board Approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH TAQUIZAS VICTOR INC.

BACKGROUND INFORMATION:

During the school year, the District would like to recognize staff and students for their accomplishments. On occasions a celebration event includes food catering services. The District would like to have a list of authorized food vendors for such events. Services being provided are on an “as needed” basis and optional.

Term: May 31, 2023 to June 30, 2024

RECOMMENDATION:

Approve the agreement with Taquizas Victor Inc. to provide catering services for school-related events on an “as needed” basis. Cost implications will be paid from school donation accounts.

LCAP GOAL AND ACTION/SERVICE (please indicate):

N/A

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

TBD
(Amount)

Various Donations Accounts
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

SERVICE AGREEMENT

This agreement is made and entered into this 31st day of May 2023, by and between the San Ysidro School District, hereinafter called the "District", and

Taquizas Victor Inc.
Company/Vendor

619-587-3421
Telephone Number

1625 Jasper Avenue, Chula Vista, Ca 91911
Address

N/A
Website

hereinafter referred to as "Vendor."

1 SCOPE AND TERMS

1.1 SCOPE OF SERVICES

Scope of Services. In compliance with all terms and conditions of this Agreement, the Vendor shall provide those services specified in the Vendor 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, Vendor represents and warrants that Vendor is a provider of first class work and services and Vendor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Vendor 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 companies 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. Vendor 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. Vendor 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 Vendor'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

From: May 31, 2023 To: June 30, 2024

The 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. Agreements are limited to a total of 5 years at which point a new Agreement will be needed.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

2 FEES AND PAYMENTS

2.1 FEES

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

2.2 PAYMENTS

Vendor shall submit to District an itemized invoice which indicates work completed by Vendor. 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 Vendor within 30-days of receipt of an acceptable invoice from Vendor.

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 Vendor, 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 Vendor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Vendor 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 Vendor anticipates and that Vendor shall not be entitled to additional compensation therefore unless specifically authorized pursuant to the terms of this section.

4 RESPONSIBILITIES OF VENDOR

4.1 ORGANIZATION

Vendor shall assign a Company Contact 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. Vendor shall make every reasonable effort to maintain the stability and continuity of Vendor's staff assigned to perform the services required under this Agreement.

4.2 COORDINATION OF SERVICES

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

4.3 STANDARD OF CARE:

Vendor 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. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all of Vendor's employees and subVendors shall have sufficient skill and experience to perform the Services assigned to them. Vendor further represents that it, its employees and subVendors 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 Vendor'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 Vendor'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 Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

4.4 INDEPENDENT VENDOR & ADDITIONAL PERSONNEL

Vendor is retained as an independent contractor and is not an agent or employee of the District. No employee or agent of Vendor 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. Vendor 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 Vendor shall at all times be under Vendor's exclusive direction and

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

control. Vendor 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

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination and COVID requirements as stated in ATTACHMENT NO. 2 to this agreement. Vendor shall be liable for all violations of such laws and regulations in connection with Services.

4.6 MAINTENANCE OF ACCOUNTING RECORDS

Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor 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. Vendor 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 – Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(1) Time for Compliance. Vendor 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, Vendor shall not allow any subVendor or employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Vendor 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 Vendor, 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, sexual misconduct and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be **\$2,000,000** the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation (Employer’s Insurance if applicable):** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of San Ysidro School District.
4. **Professional Liability (Errors and Omissions):** (If applicable) Insurance appropriate to the Vendor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see footnote next page)*
District waives _____
5. **Improper Sexual Conduct:** \$1,000,000 per occurrence with an aggregate of not less than \$2,000,000 for damages because of bodily injury by reason of negligent hiring and supervision. May be included under General Liability.
District waives _____
6. **Cyber Security Liability:** Coverage for both electronic and non-electronic data breach of \$2,000,000 per occurrence with an aggregate limit of not less than \$5,000,000 and shall cover all of Vendor’s employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Vendors or computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential electronic data to be accessible to unauthorized persons; transfer and for Third-Party Liability encompassing judgements or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.
District waives _____

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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

Additional Insured Status - Endorsement

The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an **Additional Insured Endorsement** to the Vendor's/SubVendor's/Subcontractors' insurance. **If Blanket Endorsement, it must include policy number and insured's name.**

Primary Coverage

For any claims related to this contract, the **Vendor'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 Vendor's insurance and shall not contribute with it.

Notice of Cancellation

The Provider shall file, with the District, Certificates of Insurance indicating a thirty-day (30) cancellation notice. If not stated on the Certificates of Insurance, it is understood that a 30-day cancellation notice will be provided and failure to mail such notice shall impose obligation and liability upon the company/insured, its agents or representative.

Waiver of Subrogation

Vendor/SubVendor/Subcontractor hereby grants to the San Ysidro School District a waiver of any right to subrogation which any insurer of said Vendor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor 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 Vendor 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 Vendor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

Verification of Coverage

Vendor/SubVendor/Subcontractor 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 Vendor'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.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

5 GENERAL PROVISIONS

5.1 DELAYS IN PERFORMANCE

(1) Neither District nor Vendor 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. Vendor may not suspend its services without District's express written consent.

5.3 TERMINATION OF AGREEMENT

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

(2) Vendor's Termination for Cause. This Agreement may be terminated by the Vendor 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 Vendor 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, Vendor 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 Vendor to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Vendor in connection with the performance of Services under this Agreement. Vendor 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 (If applicable)

(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 Vendor pursuant to this Agreement, shall be the sole property of the District, except that Vendor 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.

(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.

(3) The District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (AB 1584), the California Education Code, the Children's Online Privacy and

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and HIPAA Privacy regulations and any other privacy laws, policies and regulations that may apply such as American Recovery and Reinvestment Act of 2009 ("ARRA") and the Health Information Technology and Economic Clinical Health Act of 2009 ("HITECH").

AB1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency (LEA) and a third-party service provider must include certain terms; and the LEA and the Service Provider desire to have this Agreement and the services provided comply with AB1584. This includes to all forms of protected health information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared.

- Pupil records obtained by the Vendor/Service Provider from LEA/District continue to be the property of and under the control of the District. The Vendor will obtain information regarding disciplinary and/or behavioral events for the purpose of allowing District personnel to improve and provide services to pupils. The Vendor will not be obtaining pupil-generated content.
- In the event of an unauthorized disclosure of a pupil's records, the Vendor shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure; written communication to the District's Superintendent, Deputy Superintendent and/or designee.
- The Vendor shall not use any information in a pupil record for any purpose other than those required or specifically permitted by this Professional Services Agreement.
- Vendor certifies that a pupil's records shall not be retained or available to the Vendor upon completion of the terms of this Professional Services Agreement.
- District agrees to work with Vendor to ensure compliance with FERPA.
- Vendor shall not use personally identifiable information in pupil records to engage in targeted advertising.
- Pupil records include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include/not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information. (2) Demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

5.5 SAFETY

Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor 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

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

5.7 INDEMNIFICATION

Indemnification: To the fullest extent permitted by law, Vendor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, Vendors or agents in connection with the performance of the Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor, the District, its officials, officers, employees, agents, or volunteers.

5.8 AMENDMENTS

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

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

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:

As a Contractor/Vendor of the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

Vendor agrees with the provisions of Education Code Section 45125.1 regarding the submission of fingerprints to the California Department of Justice. Vendor shall not be permitted to have any contact with District pupils until such time as Vendor has verified in writing to the District that they have complied with Educational Code Section 45125.1. **(Please complete ATTACHMENT NO. 1 - School Safety Certification Form.)**

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 Vendor and/or its employees will have limited contact with District pupils or if Vendor and/or its employees will be supervised at all times by District staff.

If food service is included in this Agreement, a copy of the County of San Diego, Food Handlers Permit shall be provided.

District is waiving this requirement _____ .

5.13 DRUG/ALCOHOL/TOBACCO-FREE FACILITIES:

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

5.14 NOTICES / CONTACT INFORMATION

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.

VENDOR:	Taquizas Victor	
Name:	Victor Alonso	Debora Alonso
Title:	Owner	Secretary
Address:	1625 Jasper Ave.	1625 Jasper Ave.
City/State/Zip Code:	Chula Vista, CA 91911	Chula Vista, CA 91911
Telephone:	619-587-3421	619-587-3421
Email:	Deby_alba@hotmail.com	Deby_alba@hotmail.com

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

DISTRICT:	San Ysidro School District	
Name:	Marilyn Adrianzen	Patricia Caro
Title:	Chief Business Official	Executive Secretary – Business
Address:	4350 Otay Mesa Road	4350 Otay Mesa Road
City/State/Zip code:	San Ysidro, CA 92173	San Ysidro, CA 92173
Telephone:	(619) 428-4476	(619) 428-4476
Email:	Marilyn.adrianzen@sysdschools.org	Patricia.caro@sysdschools.org

6 ENTIRE AGREEMENT

This Agreement represents the entire understanding of District and Vendor 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 to enter into agreement on behalf of the Party for which his or her signature is made.//

VENDOR

Taquizas Victor

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

DISTRICT

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved:

Revised 02-24-23

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 1

SCHOOL SAFETY CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1 and
Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c)
Fingerprinting and Criminal Background Investigation Requirements

The San Ysidro School District (District) has determined under Education Code Section 45125.1, subdivision (c) that in performing services under this contract, **Contractor/Vendor's employees and/or SubVendors/Subcontractors may have contact with pupils.**

_____(Initial) As required under Education Code Section 45125.1, subdivision (a), Vendor shall require their employees, including the employees of any sub-Vendor 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.

_____(Initial) Vendor 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 Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Vendor certifies 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 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

_____(Initial) Vendor 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 Vendor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Vendor 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.

_____(Initial) 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.

_____(Initial) Vendor's individuals/employees and/or SubVendors/Subcontractors who may come in contact with pupils in the performance of services in this contract agree to provide fingerprint (DOJ/FBI) and TB Clearances (at their own expense) to be in compliance with the above-mentioned Ed Codes before commencement of any services under this contract. The District will provide LiveScan form if necessary.

- I certify to the District's Governing Board that I have read and understand the above terms and conditions and will report any changes that may affect the performance services of this contract.
- I certify to the District's Governing Board that none of the Vendor's employees/individuals and/or SubVendors/subcontractors performing services under this agreement have been convicted of a felony as defined in Education Code Section 45122.1 and in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).
- I certify to the District's Governing Board that all of the Vendor's and SubVendor's/Subcontractor's employees-individuals performing services under this agreement are clear of tuberculosis (TB) as defined on Education Code Section 49406 and Assembly Bill 1667.

Company Name: _____

Name/title of authorized representative (Print) _____

Signature _____ Date _____

REVISED 09-13-18

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

ATTACHMENT NO. 2

COVID-19 Vaccination & Testing Requirements

The San Ysidro School District ("District") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations. As a Contractor/Vendor for the District, you are responsible for ensuring that your agents and employees are complying with applicable state, county and District guidelines whenever services are performed on all District operated facilities.

It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to District if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to COVID-19 state and local regulations. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.

This Addendum is hereby incorporated into the Agreement as though fully set forth. No other terms or conditions of the Agreement are changed, and in the event of a conflict the terms of this Attachment No. 2 shall prevail.

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

EXHIBIT A

These services are optional and at Principal's and District's discretion for school-related events for staff and/or students. This is to authorize the Vendor "Taquizas Victor" to conduct business on District facilities. Any order forms from vendor require School Principal and District's authorized representative (CBO) signatures.

- Vendor will provide a current County of San Diego Health Department Food Handlers Permit before providing services.
- Vendor's employees' must wear protective masks and gloves during the event.
- **If the event includes students/children, a Certificated staff member and/or a parent/guardian must accompany student(s) at all times.**

Vendor will provide catering ONSITE service. Cooking onsite is authorized in a safe outdoor area.

Vendor is to provide a detailed order form that includes the service and price. If moving forward with an order, Vendor will provide an invoice that indicates the total cost so that payment can be processed. See attached Vendor packages and food prices.

- Vendor must have a Purchase Order number **before** services are provided.
- No reservation payment will be required to reserve the order.
- No Travel fee will apply.
- Once the order is submitted and Principal/District approves the order, an invoice will be provided for payment processing. See agreement for more details.

Taquizas Victor's Authorized Representative
Signature



<i>1625 Jasper Ave. Chula Vista Ca 91911</i>	
<i>Tax ID 800-2027-17</i>	
<i>DIRECT ALL INQUIRIES TO:</i>	<i>Office Hours Monday- Sunday</i>
<i>Deborah Alonso G.</i>	<i>10 am to 9 pm</i>
<i>Cel: 619-587-3421 or 619-737-0471</i>	
<i>taquizasvictor@hotmail.com</i>	

Let us bring authentic Mexican street tacos to your special event! We make your event successful with delicious food, and bring the authentic taqueria experience to your event!

The meats are always cooked on site at your event with charcoal and propane, and are accompanied with handmade corn tortillas from scratch. We guarantee 5 tacos per person with all of our packages.

We cook a variety of different meats! Carne Asada (Beef), Pollo Asado (Chicken), Al Pastor (Pork), and Cabeza at an extra cost (Cow’s cheek, tongue, etc.)

*Please inform us upon booking your event of any allergies, we can share with you accommodations we offer for gluten allergies, vegan/vegetarian options.

*Tips are always appreciated but optional

Select from our packages based on the amount of people at your event

Package for 35 people at \$580 (plus tax) includes:

- Option for two different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa

- Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 55 people at \$780 (plus tax) includes:

- Option for three different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa
 - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 75 people at \$995 (plus tax) includes:

- Option for three different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa
 - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 85 people at \$1,150 (plus tax) includes:

- Option for three different kinds of meat (except Cabeza)
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All taco toppings included: onions, cilantro, guacamole, and salsa
 - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 100 people at \$1,350 (plus tax) includes:

- Option for three different kinds of meat
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All topping included onions, cilantro, guacamole, and salsa
 - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 120 people at \$1,600 (plus tax) includes:

- Option for three different kinds of meat
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All topping included onions, cilantro, guacamole, and salsa
 - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Package for 150 people at \$2,100 (plus tax) includes:

- Option for three different kinds of meat
- Serving time for 2 hours (Set up time an hour and a half before the event)
- Handmade fresh corn tortillas, as well as flour tortillas
- Monterrey Jack cheese for quesadillas, mulitas, quesatacos
- All topping included onions, cilantro, guacamole, and salsa
 - Same salsa compliments all meats except Al Pastor and Cabeza (These salsas will be provided if these meats are selected)
- Side orders of Mexican rice, Frijoles de la olla (pinto beans), tortilla chips, grilled onions, grilled jalapeños, radishes, and limes
- Plates, utensils, and napkins

Aguas Frescas/ Fresh Fruit Beverages

We have a selection of aguas frescas you can add to your package at an extra cost of \$60. Each jug holds 5 gallons of whichever beverage you choose. We will provide ice and cups as a courtesy. Our most loved aguas are our Agua de Jamaica (Hibiscus), Agua de Horchata (Rice drink), lemonade, and iced tea. Please contact us if you'd like any other drinks.

Terms and Conditions

Reservation, Rescheduling and Cancellation

- If you would like our service for an extra hour we can, at an extra fee

Location and Setup

- We require a space of 10 by 12 feet for our setup
- We will require an extra fee if you wish for us to setup on sand/beach.

Others

- All leftover food is yours, we can provide disposable containers for your convenience.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: AMENDMENT NO. 2 TO THE VILLALVA TRAINING AGREEMENT

BACKGROUND INFORMATION:

During the year, bus drivers are required to be State certified to keep up with California Highway Patrol regulations. Villalva Trucking and Training services will provide classroom instruction, documentation and update driver's records for the District and its drivers to be in compliance.

Amendment No. 2 – Extend the term of the agreement dated April 15, 2021 to fiscal year 2023-24.

RECOMMENDATION:

Approve Amendment No. 2 to the Villalva Training Agreement to provide bus compliance training services during 2023-24 on an "as needed" basis at a cost not to exceed \$25,000.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

NOT TO EXCEED

\$25,000.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT

4350 Otay Mesa Road, San Ysidro, CA 92173

AMENDMENT NO. 2

The Professional Services Agreement between San Ysidro School District (District) and Villalva Training/Frank Villalva Jr. was entered on April 15, 2021, to provide bus training and compliance services.

Amendment No. 2 - The following sections are being amended.

- SECTION NO. 1.2 TERM:

Extend the Term to Fiscal Year 2023-24 (July-June) on an “as needed” basis.

All other Terms and Conditions of the Agreement dated April 14, 2021 remain the same.

The District and Villalva Training/Frank Villalva Jr., each of the parties signing this Amendment warrants to the other that he or she has the full authority to sign on behalf of the Party which his or her signature is made.

Villalva Training / Frank Villalva Jr.

Firm Name

Signature of Authorized Agent

Print Name, Title

Date:

San Ysidro School District

Firm Name

Signature

Marilyn Adrianzen, Chief Business Official

Print Name, Title

Date

Board Approved

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

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 organization and/or individuals on the attached list for their generous contributions to education, students and staff.

RECOMMENDATION:

Accept donations valued at \$12,515.00 to help support and enrich our educational programs.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

DONATIONS
\$12,515.00

(Amount)

Cash/Checks Only
Donations Account

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: LETTER OF ENGAGEMENT WITH WILKINSON HADLEY KING & CO. LLP

BACKGROUND INFORMATION:

California Ed Code requires that an annual external audit of financial statements be conducted to ensure proper reporting is followed; in addition, compliance is tested.

Wilkinson Hadley King & Co. LLP will be responsible for the complete audit for the District which includes audit of financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements which collectively comprise the basic financial statements of the district as of and for the year ended June 30, 2023.

RECOMMENDATION:

Approve/Ratify the letter of engagement with Wilkinson Hadley King & Co. LLP for auditing services for fiscal year 2022-23 in an amount up to \$20,200.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$20,200.00

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

April 5, 2023

To: Board of Education and Management

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

We are pleased to confirm our understanding of the services we are to provide for San Ysidro School District (the District) for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A)
2. Budget Comparison Schedule – General Fund
3. Budget Comparison Schedule – Major Special Revenue Funds
4. Schedule of the District's Proportionate Share of the Net Pension Liability – CalSTRS
5. Schedule of the District's Contributions – CalSTRS
6. Schedule of the District's Proportionate Share of the Net Pension Liability – CalPERS
7. Schedule of the District's Contributions – CalPERS
8. Schedule of the District's Total OPEB Liability and Related Ratios

We have also been engaged to report on the supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements. The following supplementary information is required by the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*:

1. Combining Financial Statements
2. LEA Organization Structure
3. Schedule of Average Daily Attendance (ADA)
4. Schedule of Instructional Time
5. Schedule of Financial Trends & Analysis
6. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
7. Schedule of Charter Schools
8. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement which exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.
- An opinion (or disclaimer of opinion) on compliance with state statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each identified program in accordance with the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*.

Auditor's Responsibilities for the Audit of the Financial Statements, Single Audit, and State Compliance Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the requirements identified in the *2022-23 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. AS part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper Revenue Recognition
2. Management Override of Controls

As we continue the audit planning process we may identify additional significant risks. If such risks are identified we will provide an addendum to this engagement letter to communicate these risks. If no additional significant risks are identified, no addendum will be provided.

Audit Procedures – Internal Control

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The *2022-23 Guide for Annual Audits of California Local Education Agencies and State Compliance Reporting* (the Audit Guide) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards identified in the Audit Guide which are applicable to the District based on materiality levels identified in the Audit Guide. For the programs applicable to the District, we will perform the procedures identified in the Audit Guide and report noncompliance in accordance with direction provided in the Audit Guide. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to these programs in our report on state compliance.

Other Services

We will also assist in preparing the financial statements, including assistance with GASB conversion entries, preparing the schedule of expenditures of federal awards, and the related notes of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those previously identified and previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements, Single Audit, and State Compliance Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

1. Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
2. Following laws and regulations;
3. Ensuring that there is reasonable assurance that government programs are administered in compliance and with compliance requirements; and,
4. Ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside general and subsidiary ledgers). You are also responsible for providing us with:

1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
2. Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and in accordance with the Audit Guide;
3. Additional information that we may request for the purpose of the audit; and
4. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge and of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reporting audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for review upon our scheduled interim field work dates.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance;
2. You believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the supplementary information in accordance with GAAP;
2. You believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the school district, the California State Controller's Office, the California Department of Education, and the County Office of Education; however, management is responsible for the distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Board of Accountancy or its designee, the County Office of Education, the California State Controller's Office or its designee, the California Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained to other, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the California State Controller's Office or the California Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kevin Sproul, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon the signing of this engagement letter and will schedule dates for field work accordingly.

Our fee for these services are expected to be \$20,200. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. Upon completion of the audit report and submission to the California State Controller's Office progress billings will be brought to 90% of the contracted amount. The final 10% of the contracted amount will be billed, and is due, upon receipt of the California State Controller's Office certification letter. In accordance with firm policies, work may be suspended if your account becomes 30 days past due and may not be resumed until your account is paid in full. Additionally, an audit report will not be issued for the year ended June 30, 2023 if 100% of prior audit fees have not been paid in full inclusive of the final 10% billed upon receipt of the California State Controller's Office certification letter for the prior period. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. The following are examples of unexpected circumstances that could result in additional fees:

- Significant changes in internal control systems
- Deterioration in the quality of your accounting records during the current year engagement in comparison to the prior year engagement
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Significant delays in responding to our requests for information or supporting documents
- Schedule disruption caused by litigation, financial challenges, lone covenants, etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Lack of availability of your personnel during audit fieldwork

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Wilkinson Hadley King + Co LLP
Wilkinson Hadley King & Co. LLP

Response:

This letter correctly sets forth the understanding of San Ysidro School District.

Management Signature: *Marilyn Adrianzen*
Marilyn Adrianzen (May 6, 2023 14:54 PDT)

Title: Chief Business Official

Date: May 6, 2023

Approved by Governance at a Public Meeting on: ~~May 6, 2023~~ May 30, 2023

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH PARADIGM HEALTHCARE SERVICES FOR 2023-2024

BACKGROUND INFORMATION:

The San Ysidro School District is renewing its agreement with Paradigm Healthcare Services to reduce the administrative burden associated with the Random Moment Time Survey (RMTS) submission and review process by providing healthcare billing services to San Ysidro School District.

Cost Implications:

LEA Medi-Cal Billing: 7% of the total reimbursed amount

School Medi-Cal Administrative Activities (SMAA): \$45.00 per participant claimed on Client's SMAA Invoice per quarter and \$500.00 per month on consultation fee.

RECOMMENDATION:

Approve the agreement with Paradigm Healthcare Services to provide health billing/invoicing services and consultation for school year 2023-2024. Cost implications will be paid from SMAA/LEA Medi-Cal billing funds.

LCAP GOAL AND ACTION/SERVICE:

N/A

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

To be determined

(Amount)

SMAA/LEA Medi-Cal Billing Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the 1st day of July 1st 2023 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“Paradigm”) and San Ysidro Elementary School District, a Local Education Agency (“Client”). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2024 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

RECITALS

Paradigm is engaged in the business of providing software services and Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in in the attached Statements of Work and Terms of Service.

STATEMENT OF WORK
SMAA INVOICE PREPERATION & SUBMISSION SERVICES

Paradigm's SMAA Invoice Preparation & Submission Services

1. **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.
2. **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.
3. **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.
4. **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.
5. **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's SMAA Invoice Preparation & Submission Services

1. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
3. **Official RMTS Participant Roster (TSP).** On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
4. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
5. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

6. MAA Invoice Submittal. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
7. Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
8. Documentation for Invoice Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.
9. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

SMAA Invoice Preparation & Submission Services Fees

1. The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.
2. The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.
3. Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.
4. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

STATEMENT OF WORK
SMAA PROGRAM CONSULTING SERVICES

Paradigm's SMAA Program Consulting Services

1. **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.
2. **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.
3. **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
4. **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
5. **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.
6. **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's SMAA Program Consulting Obligations

1. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for assessing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
3. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

SMAA Program Consulting Fees

The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

SMAA Program Consulting Services Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

**STATEMENT OF WORK
CRCS PREPARATION & SUBMISSION SERVICES**

Paradigm's CRCS Preparation & Submission Services

1. **RMTS Participant Roster and Fiscal Data Processing.** Paradigm will assist Client in processing the quarterly RMTS participant roster (referred to as the TSP List in the California State RMTS manual) and fiscal information needed to complete the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook for each Fiscal Year applicable to the Term of the Agreement.
2. **Medi-Cal Eligibility Ratio.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and calculate the Medi-Cal Eligibility Ratio within limits imposed by the DHCS. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.
3. **CRCS Workbook Preparation.** Paradigm will compile all required data (including the Random Moment Time Study Results) as provided by Client and prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.
4. **CRCS Workbook Submission.** Paradigm will coordinate the submittal of the CRCS Workbook to DHCS and provide information as requested by DHCS (including financial bridging documents and LEA eligible services "Production Log") as related to the CRCS Workbook prepared by Paradigm.
5. **Audit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a CRCS Workbook audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party (including preparing financial bridging documents and LEA eligible services "Production Log").

Client's CRCS Obligations

1. **Fiscal Data Submittal.** Client will submit to Paradigm, in a format specified by Paradigm, all fiscal elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of each Fiscal Quarter for which the CRCS Workbook is to be submitted.
2. **Official RMTS Participant Roster (TSP List).** On the first day of the fiscal quarter, and again once the list has been re-certified by Client's Regional Agency. Client will submit to Paradigm the official RMTS participant roster.
3. **Data Processing & CRCS Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of CRCS Preparation and Submission Services hereunder. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the CRCS Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

CRCS Preparation & Submission Services Fees

1. CRCS Workbook Fees. The fee for each CRCS Workbook prepared during the Term of the Agreement will be equal to the lesser of: (i) \$150.00 per employee or contractor used in the final calculation of “Total Net Personnel Costs” as reported on Worksheet A, or (ii) 1% of the “Total Medi-Cal Maximum Reimbursable Cost.” Paradigm will invoice Client for CRCS Services upon completion of each CRCS Workbook.
 - 1.1. Client acknowledges that CRCS Workbooks will be audited, and the extent of the audit is determined by DHCS. Client also acknowledges that adjustments will be made to the CRCS Workbook as a result of the audit, and these adjustments are inherent in the CRCS process. Client acknowledges that any audit adjustments will not constitute a breach of Paradigm’s obligations under this Agreement or limit Paradigm’s entitlement to receive fees for CRCS Services pursuant to this Agreement.
 - 1.2. In the event that any CRCS fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

CRCS Termination

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm’s CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

STATEMENT OF WORK SOFTWARE AS A SERVICE

Software as a Service

1. **Features & Services.** Paradigm will provide access to Client and Client's authorized users its Software, Student Health Network ("SHN"), including at Client's option, add-on features and services (hereinafter referred to as "Features"), as noted in the Software Features & Fee Schedule. Access to any Paradigm Software requires acceptance of a separate, no-fee Online Software License Agreement found at Paradigm's website.
2. **Changes to Features.** Paradigm reserves the right to make changes to Features that it determines necessary or useful to: (1) maintain or enhance the quality or delivery of Features to Client, (2) maintain or enhance Software and Feature performance, and (3) comply with applicable law and Medicaid claiming policies.

Coordination with Client

1. **Support.** Paradigm will provide a Care Center available for the use of Client and all Client's authorized users. The Care Center is accessible via toll-free phone and email during normal business hours.
2. **Software Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's Software, and coordinate with Client's individual end users.
3. **Authorized Users.** Client shall be responsible for managing access to the Software and Features by its authorized users. The Client shall have the right to grant and revoke access to the Software and Features to its authorized users as it deems appropriate. The Client shall ensure that its authorized users comply with the terms and conditions of this Agreement.
4. **Student Data.** Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

Software Fees

1. Fees for Software and Features are detailed in the attached Software Features & Fee Schedule.
2. Client will be invoiced as follows:
 - 2.1. **Setup Fees and Maintenance Fees.** If applicable, Setup Fees will be invoiced within 30 days of activation of Feature and will be due and payable within the thirty (30) days of the invoice date. Maintenance Fees, if applicable, will be due and payable on an annual basis, invoiced on July 1st of each remaining Fiscal Year during the Term of Agreement after the year in which Setup Fees were paid.
 - 2.2. **Annual License Fees.** Annual License Fees are applicable to each Fiscal Year during the Term of the Agreement. Annual License Fees will be assessed each July 1 and divided into equal monthly installments for the duration of the Fiscal Year. Each monthly installment will be due and payable within thirty (30) days of the invoice date. If a Feature with Annual License Fees is activated in the middle of a Fiscal Year, the Annual License Fee will be prorated for the remaining months until the next July 1, and will be divided into equal monthly installments for the remaining duration of the Fiscal Year.
 - 2.3. If client does not pay any amount due within 60 days, Paradigm reserves the right to terminate Client access to Features.

Software Features & Fees Schedule

Client is electing the following Features and Services as indicated below:

<p>Student Health Network</p> <p>\$3.00 / annual Quantity 4260</p> <p>Basic EHR features allowing providers to document screenings, assessments, treatments, and consultations; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments</p> <p>Fee Type Annual License Fees Discount 50 %</p> <p><input checked="" type="checkbox"/> Selected \$6,390.00 / annual</p>	<p>Complete End User Support</p> <p>\$0.00 / annual Quantity 1</p> <p>Online training materials; help desk support via toll-free phone and email; unlimited access</p> <p>Fee Type Annual License Fees</p> <p><input checked="" type="checkbox"/> Selected \$0.00 / annual</p>
<p>Student Wellness & Supports Features</p> <p>\$1.00 / annual Quantity 0</p> <p>Advanced case management and referral tracking features, behavioral/mental health plan builder, and advanced reporting; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments</p> <p>Fee Type Annual License Fees</p> <p><input type="checkbox"/> Select \$0.00 / annual</p>	<p>Vaccine Records Management Module</p> <p>\$0.50 / annual Quantity 0</p> <p>Features allow users to enter historical vaccine records; track vaccine exemptions; and run vaccine compliance reports; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments</p> <p>Fee Type Annual License Fees</p> <p><input type="checkbox"/> Select \$0.00 / annual</p>

Vaccine Historial Data Import

\$2,500.00

Quantity 0

One-time historical data alignment and data import; fees invoiced upon completion

Fee Type

Setup Fees

Select

\$0.00

Integration with CAIR

\$2,000.00

Quantity 0

Setup of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced upon completion

Fee Type

Setup Fees

Select

\$0.00

CAIR Integration Maintenance

\$750.00 / annual

Quantity 0

Maintenance of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced each July 1 following Setup

Fee Type

Maintenance Fees

Select

\$0.00 / annual

SIS Data API

\$5,000.00

Quantity 0

Application-based integration to retrieve select student data from Client's SIS; setup fee invoiced 30 days after Feature activation

Fee Type

Setup Fees

Select

\$0.00

SIS Data API Maintenance

\$750.00 / annual

Quantity 0

Maintenance of API to retrieve select student data from Client's SIS; ongoing maintenance fee invoiced each July 1 following Setup

Fee Type

Maintenance Fees

Select

\$0.00 / annual

SSO Activation

\$2,000.00

Quantity 0

Application-based integration with Client's Active Windows Director; one-time setup fee invoiced 30 days after Feature activation

Fee Type

Setup Fees

Select

\$0.00

SSO Maintenance

\$750.00 / annual

Quantity 0

Maintenance of application-based integration with Client's Windows Active Directory; maintenance fees invoiced each July 1 following Setup

Fee Type Maintenance Fees

Select

\$0.00 / annual

Special Education Data API Activation

\$5,000.00

Quantity 0

Application-based integration to retrieve select IEP-related data from Client's system; one-time setup fee; fees invoiced 30 days after Feature activation

Fee Type Setup Fees

Select

\$0.00

Special Education Data API Maintenance

\$750.00 / annual

Quantity 0

Maintenance of API to retrieve select IEP-related data from Client's system; ongoing maintenance fee invoiced each July 1 following Setup

Fee Type Maintenance Fees

Select

\$0.00 / annual

COVID Case Management Module

\$0.50 / annual

Quantity 0

Case management workflow for case handler, record of COVID-related communications and referrals, and reporting of quarantined students; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Select

\$0.00 / annual

One-time subtotal	\$0.00
Recurring subtotal	\$6,390.00 / annual
Total	\$6,390.00
You'll save	\$6,390.00

**STATEMENT OF WORK
LEA BILLING CLAIMS MANAGEMENT SERVICES**

Program Implementation Services

1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

Training and Materials

1. Paradigm will provide training to Client’s program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client’s LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and “best practices” to implement and maintain an optimized, audit-ready program.
2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client’s request Paradigm will also make available its proprietary “provider forms” for use in documenting the delivery of healthcare services.

Interim Claims Preparation and Submission

1. Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.
2. Claims Submittal.
 - 2.1. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal’s one (1) year billing limit.
 - 2.2. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client’s behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm’s obligations under this Agreement. Client’s sole

and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

2.3. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

3. Review and Resubmittal. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
4. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

Coordination with Client

1. Information Sharing. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
2. Audit and Site Visit Support. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
3. Paradigm Technologies Software. Paradigm will make available its proprietary web-based software to assist Client Program Coordinator(s) with managing the FERPA parent consent status of students, provider profiles, and service authorizations. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

Client's LEA Billing Claims Management Service Obligations

1. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
2. Provider Logs. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP List in the California State RMTS manual).

LEA Billing Claims Management Services Fees

1. Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim reimbursement (“Interim Approved Claim”). The schedule of Paradigm's standard fees for Interim Approved Claims is set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following paragraphs.
2. Effect of Increase in Reimbursement Rates. In the event the Federal Medical Assistance Percentage (FMAP) increases or decreases, or DHCS increases or decreases the reimbursement rates to Client for any LEA Billing service interim claim during the Term of this Agreement, Paradigm’s standard fee for such services will simultaneously and without requirement of prior notice to Client increase or decrease by the same percentage as the percentage DHCS increase or decrease.
3. Cap on Paradigm Fees. Paradigm’s fees for LEA Billing Claims Management Services in any Fiscal Year will be capped according to the dollar value of Client’s Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 7% of the dollar value of Interim Approved Claims.
4. Application of Fiscal Year Limits. For purposes of computing Paradigm’s fees and fee caps for LEA Billing Claims Management Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details (“RAD”) issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm’s entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
6. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

Standard Fee Schedule - LEA Billing Claims Management Services

"Max Interim \$\$ to Client" below lists the maximum interim claim value per unit, according to *current* Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed 7% of the dollar value of Interim Approved Claims.

Provider Type	Service	Max Interim \$\$ to Client	Paradigm Standard Fee
Audiologist	Assessment	\$ 122.40	\$ 15.01
Audiologist	Treatment	\$ 56.11	\$ 6.88
Health Aide	Treatment	\$ 5.28	\$ 0.65
Licensed Vocational Nurse	Treatment	\$ 6.15	\$ 0.75
School Nurse, NP, PHN	Assessment	\$ 84.10	\$ 10.31
School Nurse, RN, NP, PHN	Treatment	\$ 12.02	\$ 1.47
School Counselor	Assessment	\$ 12.87	\$ 1.58
School Psychologist	Assessment	\$ 308.84	\$ 37.87
School Psychologist, Licensed MFT, Lic./Cred. SW	Treatment	\$ 47.18	\$ 5.79
Associate Marriage Family Therapist	Treatment	\$ 19.36	\$ 2.37
Licensed MFT, Lic./Cred. SW	Assessment	\$ 12.87	\$ 1.58
Associate Clinical Social Worker	Treatment	\$ 19.36	\$ 2.37
Speech-Language Pathologist	Assessment	\$ 67.08	\$ 8.22
Speech-Language Pathologist	Treatment	\$ 42.35	\$ 5.19
Speech-Language Therapy Assistant	Treatment	\$ 17.60	\$ 2.16
Occupational Therapist	Assessment	\$ 141.32	\$ 17.33
Occupational Therapist	Treatment	\$ 46.61	\$ 5.72
Occupational Therapy Assistant	Treatment	\$ 20.06	\$ 2.46
Physical Therapist	Assessment	\$ 145.40	\$ 17.83
Physical Therapist	Treatment	\$ 40.39	\$ 4.95
Physical Therapy Assistant	Treatment	\$ 16.89	\$ 2.07
Registered Dietician, Respiratroy Therapist	Assessment	\$ 12.02	\$ 1.47
Registered Dietician, Respiratroy Therapist	Treatment	\$ 12.02	\$ 1.47
O&M Spcialist	Assessment	\$ 12.27	\$ 1.50
O&M Spcialist	Treatment	\$ 12.27	\$ 1.50
Target Case Management	Treatment	\$ 12.02	\$ 1.47
Transportation	-	\$ 10.20	\$ 1.25

TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention.** Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement of Work subject to the terms and conditions set forth below.
2. **Protection of Confidential Information.**

2.1. Definitions.

2.1.1. "Client Confidential Information" shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

2.1.2. "Paradigm Confidential Information" shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

2.1.3. "Confidential Information" shall mean Client Confidential Information and Paradigm Confidential Information.

2.2. Protection of Confidential Information.

- 2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.
- 2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.
- 2.2.3. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.
- 2.2.4. Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.
- 2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.
- 2.4. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.
- 2.5. Retention of Confidential Information.

2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

2.6. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

2.8. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

3. Accuracy of Information.

3.1. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

3.2. Paradigm Efforts.

3.2.1. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

3.2.2. If Paradigm is uploading historical records to its Software, Client assumes sole responsibility for the accuracy of historical data, and Paradigm shall have no liability for the truth, completeness, and accuracy of all information supplied to Paradigm.

4. Limitation of Liability.

- 4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.
- 4.2. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.
5. **Licenses and Permits.** Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.
6. **Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).
7. **Indemnification.**
- 7.1. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."
- 7.2. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

7.3. The indemnification rights set forth in this Section, “Indemnification,” are conditional on the following: (i) the party seeking indemnification (each an “Indemnified Party”) shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the “Indemnifying Party”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

8. Termination.

8.1. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

8.2. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

8.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

8.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

8.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm’s option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

8.4. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: “Protection of Confidential Information,” “Limitation of Liability,” “Indemnification,” “Termination,” “Paradigm Proprietary Rights,” and “Miscellaneous.”

9. **Paradigm Proprietary Rights**. Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm’s performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm’s intellectual or other property.

10. Miscellaneous.

- 10.1. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.
- 10.2. **Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- 10.3. **Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- 10.4. **Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- 10.5. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- 10.6. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- 10.7. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but

not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

- 10.8. **Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm’s Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.
- 10.9. **Assignment.** Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.
- 10.10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.
- 10.11. **Counterparts.** This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

Constance Laflamme

2023-04-19
Constance Laflamme, Owner/CEO
1225 4th Street, #363
San Francisco, CA 94158
Tel (415) 616-0920
claflamme@paradigm-healthcare.com

San Ysidro Elementary School District

Marilyn Adrianzen, CBO
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476
marilyn.adrianzen@syzdschools.org

Date: _____

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: CASBO ORGANIZATIONAL MEMBERSHIP FOR 2023-2024

BACKGROUND INFORMATION:

The California Association of School Business Officials (CASBO) provides a very rich menu of learning experiences allowing staff to take advantage of gaining knowledge in many areas in a concentrated period of time. More than 160 workshops are conducted to provide insights and training on the most compelling and current issues. Areas of budgeting, financing, facility, maintenance, child nutrition and transportation are covered.

The District would like to empower its employees with the capacity-building tools needed for day-to-day business practices. The District will benefit by attending professional development workshops and leadership opportunities at a discounted cost

RECOMMENDATION:

Approve the District’s Organizational Membership to the California Association of School Business Officials (CASBO) for fiscal year 2023-24 at a cost of \$3,500.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$3,500.00
(Amount)

General Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Renewals

Invoice #: 000200663

Invoice Due Date: 7/1/2023

Total Amount Due: \$3,500.00

San Ysidro SD
Attn: Accounts Payable
4350 Otay Mesa Rd
San Ysidro, California 92173-1617

Line Description	Amount
Organizational Subscription FY 23/24	\$3,500.00

Balance Due: \$3,500.00

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814
(916) 447-3783
accounting@casbo.org
<https://www.casbo.org>



2023-24 Organizational Membership Subscription

Dear Valued Organizational Member,

It's time to renew your Organizational Subscription. To ensure you continue receiving benefits, attached is your renewal invoice due by June 30, 2023.

As a reminder, CASBO's programs support school business professionals and the LEAs they serve at every level. Highlights include:

- **Unlimited memberships** for each business services staff for 1 year.
- **Free & discounted courses** through School Business University, our new LMS featuring on-demand, self-led courses.
- **Free subscriptions** to CASBO print & electronic publications.
- **Unlimited access** to CASBO events, professional development tools & resources.
- **Discounts** on CASBO Annual Conference, certification, & more programs.
- **Leadership development** through service on CASBO committees & councils.
- **Networking & mentoring** with 20,000+ California school business professionals.

For a limited time, Organizational Membership subscribers can save up to \$800 when all 3 years are paid in full by July 31, 2023. Or, if you can't pay upfront, sign up by July 31, 2023, to lock in pricing and then pay annually through 6/30/2026.

To avoid a lapse in membership, renew today by logging into your account at <https://my.casbo.org> and remitting payment using a credit card or electronic check by June 30, 2023.

Thank you for your continued support! For questions or assistance, please contact CASBO Membership at +1 (916) 447-3783 or membership@casbo.org.

Sincerely,



California Association of School Business Officials

1001 K Street, 5th Floor • Sacramento, CA 95814 | +1 (916) 447-3783 | [CASBO.org](https://casbo.org)

**Must be a California school district, charter school, county office of education, joint powers authority, community college district, or state college or university. Includes one membership for each business services staff valid 7/1/23-6/30/24. Visit [CASBO.org](https://casbo.org) for more information.*

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS)
FOR THE EXECUTION OF THE SUPPLEMENTARY RETIREMENT PLAN

BACKGROUND INFORMATION:

The San Ysidro School District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP) for Certificated Non-Management, Management, and Classified Non-Management employees, which was initially approved for exploration by the Board on October 20, 2022. The SRP was designed as a retirement incentive program that encouraged eligible employees to resign or retire early. The goal of the program was to generate savings, or at a minimum, create no cost to the District by increasing the number of retirements in the 2022-23 school year.

This retirement incentive encouraged fifty-three (53) employees to enroll in the plan and submit resignation/retirement letters effective June 30, 2023. The 5-year payment contribution schedule is from July 2023 to July 2027 at an annual amount of \$834,497.12 which includes PARS administrative fees for the management of the SRP for a total of \$4,172,485.60.

In order to execute the payments as designed by this plan, other documentation needs to be approved:

- Execution Agreement – adopts the Addendum for Supplementary Retirement Plan which modifies the 403(b) plan of the District.
- Addendum For Supplementary Retirement Plan
- Authorization to Pay Benefits
- Pacific Life Group Tax Sheltered 403(B) Annuity Contract
- Disclosure of Sales Commissions

RECOMMENDATION:

Approve the Public Agency Retirement Services (PARS) Execution Agreement and necessary documents for the implementation of the District’s Supplementary Retirement Plan in an annual amount of \$834,497.12 from the General fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$834,497.12/yr

(Amount)

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

EXECUTION AGREEMENT

Employer hereby adopts the Addendum for Supplementary Retirement Plan, which modifies the 403(b) plan of the Employer as identified below and agrees that the following provisions shall be incorporated as part of the Addendum and Plan.

EMPLOYER INFORMATION

Name of Employer: San Ysidro School District

Federal Tax ID: 95-6002821

Employer’s Address: 4350 Otay Mesa Road, San Ysidro, CA 92173

Telephone Number: 619-428-4476

Contact Person: Marilyn Adrianzen, Chief Business Official

Telephone/Extension: 619-428-4476 ext. 3004 E-mail: marilyn.adrianzen@sysdschools.org

Type of Organization:

- K-12 Public School County Office of Education Community College Public College/University

Note: If Employer is not a public education organization, this document may not be used.

PLAN INFORMATION

1. Name of Employer’s 403(b) Plan: San Ysidro School District 403(b) Plan.

2. Effective Date: This Addendum is effective as of October 21, 2022.

3. Eligibility: Employees that satisfy all of the requirements as indicated below are eligible to receive Employer Contributions under this Addendum:

- is a Certificated Non-Management, Certificated Management, Classified Non-Management, Confidential, Classified Non-Management (part-time) or Classified Management Employee of the Employer as of October 20, 2022;
- is eligible to retire under CalSTRS (age fifty-five (55) with five (5) or more years of CalSTRS service or age fifty (50) with thirty (30) or more years of CalSTRS service) or CalPERS (age fifty (50) with five (5) or more years of CalPERS service) as of June 30, 2023;
- is age fifty (50) with at least five (5) years of service with the Employer as of June 30, 2023, if a Classified Non-Management (part-time) ARS/Non-CalPERS Employee of the Employer;
- has resigned from employment with the Employer effective after the completion of the 2022-2023 school year, on or before June 30, 2023, or on a date mutually agreed upon by the Employee and Employer; and
- has applied for benefits under this Addendum.

Participants shall not be eligible for any other Employer sponsored retirement incentive programs. Participants shall not return to the Employer under a full-time contract without forfeiting their benefits under this Addendum.

4. Benefits Funded: The Employer shall fund a supplemental benefit under this Addendum for each Participant in the form of five (5) annual Employer Contributions into the Participant’s 403(b) Annuity

Contract held at Pacific Life Insurance Company. The sum of the Employer Contributions shall equal one hundred percent (100%) of the Participant's Final Pay deposited in equal installments to the Participant's 403(b) Annuity Contract held at Pacific Life Insurance Company.

5. Final Pay: For purposes of calculating the Employer's Contribution, "Final Pay" means: the Participant's 2022-2023 Base Pay (placement on the 2022-2023 salary schedule, exclusive of stipends, overtime, and extra duty work) multiplied by the Participant's current full-time equivalence (FTE).

6. Monthly Benefit Payment Options: Benefits are payable in the form of monthly payments as follows:

- Payments over life of Participant
- 100% joint and survivor payments over lives of Participant and Beneficiary
- Payments over life of Participant with a minimum guarantee of 10 years of payments
- Fixed term payments guaranteed over the term selected
- Other (Describe) _____

7. Benefits Begin: The first benefit payment shall be made as of: August 1, 2023, or as soon as administratively practicable thereafter.

8. Investment Provider: Any Annuity Contracts that meet the requirements of Section 403(b) of the Code issued by Pacific Life Insurance Company.

9. Plan Administration: The Addendum shall be administered by Phase II Systems, a California corporation doing business as Public Agency Retirement Services and PARS ("PARS").

The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Addendum or Execution Agreement.

NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that changes do not adversely affect the Plan's qualification under Section 403(b) of the Code.

The Addendum and Execution Agreement are modified as follows: (Attach additional pages as necessary):

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

EMPLOYER

Print Name of Employer: San Ysidro School District

By: _____

Print Name of Signer: Marilyn Adrianzen

Title: Chief Business Official

Date: _____

Addendum For
Supplementary Retirement Plan

The 403(b) plan documentation that describes the terms and conditions of the Employer's 403(b) plan is hereby modified by this Addendum and the Execution Agreement related to this Addendum for those Participants that qualify for contributions pursuant to the attached Execution Agreement. This Addendum and Execution Agreement, when combined with the Employer's other 403(b) plan documentation, constitutes the entire 403(b) plan of the Employer.

Section 1 - Definitions

The following words and terms, when used in this Addendum to the Plan, have the meanings set forth below.

- 1.1 **Account Balance** means the total value credited to each Participant's account attributable to contributions made under this Addendum, including any earnings or losses of the Investment Products (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, less any distribution made to the Participant or the Participant's Beneficiary, if applicable. The Account Balance includes the value of any account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).
- 1.2 **Addendum** means this separate addendum, and the benefits, terms and conditions set forth herein for certain eligible Employees, which is included as a part of the Employer's Plan.
- 1.3 **Administrator** means for purposes of administering the terms of this Addendum only, is Phase II Systems, a California corporation doing business as Public Agency Retirement Services and PARS. Notwithstanding this appointment, the Employer may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendor, or other organization.
- 1.4 **Beneficiary** means the designated person who is entitled to receive benefits under this Addendum to the Plan after the death of a Participant. The Beneficiary under this Addendum may be a different person or entity than the beneficiary designated under the Plan.
- 1.5 **Code** means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.6 **Employee** means each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the Employee's compensation for performing services for a public school is paid by the Employer.
- 1.7 **Employer** means the public education organization identified in the Execution Agreement as the Employer.
- 1.8 **Employer Contributions** means the nonelective contributions made under this Addendum by the Employer as provided in the Execution Agreement.
- 1.9 **Execution Agreement** means the instrument related to this Addendum in which optional features related to the benefit provided under this Addendum are identified and by which the Employer executes this Addendum to the Plan.

- 1.10 **Funding Vehicle** means the Investment Product authorized by the Employer in the Execution Agreement used to fund the supplemental benefit provided under this Addendum.
- 1.11 **Investment Product** means any “Annuity Contract” that is a nontransferable contract meeting the requirements of section 403(b)(1) of the Code issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides that includes payment in the form of an annuity and any “Custodial Account” that meets the requirements of section 403(b)(7) of the Code, established for each Participant to hold assets of the Plan.
- 1.12 **Participant** means any individual for whom Employer Contributions, as provided under this Addendum, are or were made who has an Account Balance.
- 1.13 **Plan** means the 403(b) plan established by the Employer and identified as such on the Execution Agreement.
- 1.14 **Severance from Employment** means severance from employment with the Employer. A Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school.

Section 2 - Participation and Contributions

- 2.1 **Eligibility.** Each Employee that meets the eligibility requirements as selected in the Execution Agreement shall be a Participant under this Addendum.
- 2.2 **Contributions.** The Employer shall make nonelective Employer contributions for each eligible Participant determined in accordance with the Execution Agreement. Participants may not make contributions under this Addendum and have no cash alternative option from the Employer to the benefits provided under this Addendum. Contributions made under this Section 2.2 shall be deposited into the Investment Product designated by the Employer on the Execution Agreement for each Participant. If any Employer Contributions are made following an Employee’s Severance from Employment such contributions must satisfy all of the following conditions:
- a. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.
 - b. Contributions shall be 100% vested at all times.
 - c. Contributions shall be based on “includible compensation” as defined in section 403(b)(3) of the Code as modified by IRS regulations and shall be subject to the limitations of section 415(c)(1) of the Code.

Subject to paragraph a. above and applicable IRS regulations governing contributions made for former Employees, amounts not contributed by Employer to any former Employee’s 403(b) Account due to the contribution limitations of section 415(c) of the Code shall be contributed in the next plan year (and each succeeding plan year) until the Employer contributes all amounts due to Participant.

- 2.3 **Contributions Made Promptly.** Employer Contributions shall be deposited by Employer into the Investment Product within a reasonable period of time but in no event

later than thirty (30) days after the end of the Employer's standard work year for which such contributions were owed.

- 2.4 **Annual Contribution Limits.** The aggregate annual amount under the Plan, including this Addendum, for each Participant shall not exceed the amount permitted under section 415(c) of the Code. If any Employer Contributions cause a Participant's 403(b) Contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess "annual additions."

Section 3 - Benefit Distributions

- 3.1 **Benefit Distributions.** Distributions of a Participant's Account Balance may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes disabled, or attains age 59½. The form and timing of distributions made hereunder shall be made in conformity with the terms of the Funding Vehicle and related enrollment and administrative forms completed by each Participant.
- 3.2 **Minimum Distributions.** Any Account Balances held hereunder are included as part of each Participant's total accumulated benefit under the Plan and must conform to the applicable minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder.
- 3.3 **Rollover Distributions.** If a Participant elects a form of distribution that qualifies as an eligible rollover distribution under section 402(c)(4) of the Code, then such Participant may elect to have his or her Account Balance paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse or former spouse of the Participant or alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code). The Investment Product provider is responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

Section 4 – Investment Requirements

- 4.1 **Manner of Investment.** All Employer Contributions, property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in Annuity Contracts or Custodial Accounts established through the Investment Provider. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.
- 4.2 **Identification of Investment Providers.** Administrator shall maintain a list of Investment Providers authorized to accept Employer Contributions under this Addendum. Such list is hereby incorporated as part of the Plan. Each Investment Provider and the

Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law and the obligation to continue to exchange such information shall continue even if Investment Provider ceases to be authorized to receive Employer Contributions hereunder. Administrator shall keep Investment Provider informed of the name and contact information of the Administrator to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Section 5 - Amendments to the Plan

- 5.1 **Termination of Contributions.** Employer has adopted the Addendum with the intention and expectation that contributions will be continuous. However, Employer has no obligation or liability whatsoever to maintain the Addendum for any length of time and may discontinue contributions under this Addendum at any time without any liability hereunder for any such discontinuance.
- 5.2 **Amendment.** Employer reserves the authority to amend this Addendum at any time, provided that any amendment which reduces the contractual rights or benefits under an Annuity Contract or Custodial Account shall apply prospectively only except as required under the Code and applicable regulations.

Section 6 – Miscellaneous

- 6.1 **Conformity with Plan.** Except where specifically provided to the contrary herein, the terms of this Addendum shall be construed and interpreted in a manner consistent with the terms of the Plan and any documentation establishing or supporting the Plan as a 403(b) plan that meets the requirements applicable to such plans. In the event any provisions of this Addendum conflict with the Plan, the terms of the Plan shall prevail.
- 6.2 **Limitations of Addendum Provisions.** This Addendum is intended to provide a supplemental benefit to eligible Participants as part of the Employer's Plan. However, the Plan includes features and conditions that are different than those applicable to Account Balances under this Addendum. The terms set forth in this Addendum shall determine the features, conditions and restrictions applicable to Account Balances hereunder. Features that may be provided under the Plan are not applicable to benefits provided under this Addendum unless expressly provided for. For example, this Addendum does not accept any contributions other than nonelective Employer Contributions and plan to plan transfers, contract exchanges, hardship withdrawals, loans, permissive service credits, lump sum payments and similar features that may be available under the Plan are not available under this Addendum.
- 6.3 **Non-Assignability.** Except as required to satisfy the requirements of section 414(p) of the Code relating to qualified domestic relations orders or to accommodate a lawful tax levy demand by the Internal Revenue Service, the interests of each Participant or Beneficiary under this Addendum are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest in their Account Balance, which payments and interest are expressly declared to be non-assignable and non-transferable.

- 6.4 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits under this Addendum is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts issued by the Investment Providers. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 6.5 **Mistaken Contributions.** If any Employer Contribution is made under this Addendum by a good faith mistake of fact, then within one (1) year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.
- 6.6 **Incorporation of Individual Agreements.** The Addendum, together with the Execution Agreement, the documentation establishing and maintaining the Plan and any Annuity Contracts and Custodial Accounts issued by authorized Investment Providers are intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Where any terms are inconsistent with this Addendum, the Plan or section 403(b) of the Code, the materials shall be interpreted, to the extent possible, in a manner to conform to the Addendum, the Plan and applicable requirements.
- 6.7 **Construction.** Headings of the Addendum have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.
- 6.8 **No Employer Liability.** Employer shall have no liability for the payment of benefits under the Addendum. Each Participant shall look solely to the Investment Provider for receipt of payments or benefits under the Plan.

The Employer has evidenced its intent to adopt this Addendum by completing and signing the Execution Agreement which is a part of the Plan. This Addendum, the Execution Agreement, the Plan and any underlying Annuity Contracts and Custodial Accounts provided by Investment Providers authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

Authorization to Pay Benefits
San Ysidro School District
Supplementary Retirement Plan (SRP)



Marilyn Adrianzen
Chief Business Official
San Ysidro School District

PARS | Public Agency Retirement Services
4350 Von Karman Ave., Suite 100
Newport Beach, CA 92660

Contribution Schedule

The benefits provided under the Plan shall be funded for in five (5) annual contributions over a four (4) year period as follows:

#	Date	Amount
1	July 10, 2023	\$834,497.12
2	July 10, 2024	\$834,497.12
3	July 10, 2025	\$834,497.12
4	July 10, 2026	\$834,497.12
5	July 10, 2027	\$834,497.12

Authorization

Signature of PARS Plan Administrator

Date

Title

Last Modified Date: 2/14/2023



January 31, 2023

Marilyn Adrianzen
Chief Business Official
San Ysidro School District
4350 Otay Mesa Rd.
San Diego, CA 92173

RE: SAN YSIDRO SCHOOL DISTRICT
PACIFIC LIFE GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.04.0001 &
G-27713.52.0001

Dear Marilyn Adrianzen:

We are pleased that the San Ysidro School District has selected Pacific Life Insurance Company for their additional annuity purchase. This letter confirms the terms of the annuity purchase under Master Annuity Contract G-27713.04.0001 & G-27713.52.0001 as agreed to on January 24, 2023 for Three (3) and Fifty (50) additional participants, respectively, of the San Ysidro School District PARS Supplementary Retirement Plan (SRP) 403(B).

Five premiums will be paid by the San Ysidro School District to Pacific Life Insurance Company through the PARS custodial account for both G27713.04.0001 & G-27713.52.0001 as follows:

Premium Due Date	Premium Amount G-27713.04.0001	Premium Amount G-27713.52.0001
July 20, 2023	\$38,592.05	\$752,400.48
July 19, 2024	\$38,592.05	\$752,400.48
July 18, 2025	\$38,592.05	\$752,400.48
July 20, 2026	\$38,592.05	\$752,400.48
July 20, 2027	\$38,592.05	\$752,400.48

Interest at the Prime rate will be charged for late payment of the scheduled premiums.

The annuity purchase is subject to the following specifications and/or assumptions:

1. The San Ysidro School District PARS Supplementary Retirement Plan (SRP) 403(B) is a “qualified” plan.
2. California state premium tax at the “qualified” plan rate of 0.50% is included in the premium.
3. No commissions are payable.
4. The Purchase Date is January 24, 2023, with an effective date of August 1, 2023. There will be a refund of premium for any death occurring prior to August 1, 2023. If a death benefit is to be paid by Pacific Life, the premium refund will be subject to an adjustment.
5. There are no retroactive benefit payments involved in this purchased.
6. The annuities purchased are shown in the attached Illustration of Benefit.

PACIFIC LIFE INSURANCE COMPANY

700 Newport Center Drive, Newport Beach, California 92660-6397 Tel(949)219-3011

7. Pacific Life will be responsible for tax reporting only for those months we actually issue individual checks to the annuitants. Annuitant data for benefit payment purposes has not been received.
8. The benefits for the annuitants to be assumed by Pacific Life will be paid in the amounts and in the annuity forms as indicated in the attached Illustration of Benefits.
9. There will be no post-retirement death benefits other than those inherent in the annuity forms/options elected.
10. There are no employee contributions.
11. There are no cost-of-living adjustments.
12. The annuities cannot be surrendered for cash after purchase.

Any changes to the premium due to revision in the participant data or annuity specifications will be based on the same assumptions used in the original pricing, with the exception of the interest rate applicable to the "net" difference in premium. The rate used will be an impartially determined rate equal to the net pricing rate used for this annuity purchase, adjusted by the change from the date of purchase (January 24, 2023) to the date on which revised calculations are completed, in the yield to maturity of the 10-Year U.S. Treasury Bond.

Pacific Life has been a major provider of guaranteed annuities for many years and is pleased to count the San Ysidro School District as one of its valued customers.

Enclosed is our standard disclosure information. Please complete the form and return it as soon as possible to Faith Hermann, Plan Implementation. Also enclosed is our Privacy Statement to Customers.

This letter must be signed by a person authorized to represent the Plan for the purchase of annuities in the spaces provided below and returned to Pacific Life to my attention. Please retain a copy of the signed letter for your records.

Thank you for selecting Pacific Life for this annuity purchase.

Sincerely,

Jamie Finkral
Sales Associate II
Institutional Division
Pacific Life Insurance Company
949-219-4424

Enclosures

cc: Mr. Patrick Pacheco, PARS

I HAVE READ AND UNDERSTAND THE CONDITIONS OF SALE AS OUTLINED IN THIS LETTER AND ACCEPT THE TERMS.

AUTHORIZED REPRESENTATIVE OF THE PLAN

DATE

TITLE

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.04.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

If an Annuitant's date of birth (as it appears in the information provided to Pacific Life) is incorrect, the amount of Annuity Payment payable to such Annuitant shall be that which the portion of the gross premium paid to Pacific Life for such Annuitant would have purchased on the effective date of the Policy, had his or her correct date of birth been used. Any overpayment or underpayment by Pacific Life on account of any misstatement of date of birth shall, with interest thereon at five percent (5%) per annum, be charged against or added to the current or next succeeding payment or payments to be made by Pacific Life under this Policy.

In the event a scheduled premium is not paid, the annuity amount for the involved Annuitant shall be reduced as follows:

1. The same rate used to purchase the original annuity shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amount determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury bond with a maturity closest to 10 years at the time of purchase, "T" at the time of recalculation, is greater than the yield to maturity of the same U.S. Treasury bond, 3.52% at the time of purchase. The reduction percentage under this part shall equal five (5) times the amount by which T exceeds 3.52%, that is $[5 \times (T - 3.52\%)]$.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Disclosure of Sales Commissions and Agent of Record's Affiliation (including a description of any charges, fees, discounts, penalties or adjustments), and that I am a fiduciary of the above-named Plan. I hereby approve the purchase of the annuity on behalf of the Plan with Plan assets.

By: _____
Plan Fiduciary

Date: _____

**DISCLOSURE OF SALES COMMISSIONS
(INCLUDING A DESCRIPTION OF ANY
CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS)
GROUP TAX SHELTERED 403(B) ANNUITY CONTRACT G-27713.52.0001**

SALES COMMISSIONS

No Commissions are payable under the Policy.

AGENT OF RECORD'S AFFILIATION

Not applicable.

CHARGES, FEES, DISCOUNTS, PENALTIES OR ADJUSTMENTS

Following is a brief description of the charges, fees, discounts, penalties or adjustments which may be imposed under the recommended Policy. The actual charges, fees, discounts, penalties or adjustments made under the Policy shall be in accordance with the actual provisions of the Policy. To the extent there is any difference between this brief description and the actual provisions of the Policy, the actual provisions of the Policy shall prevail.

In the event a scheduled premium is not paid, the annuity amount for the involved Annuitant shall be reduced as follows:

1. The same rate used to purchase the original annuity shall be used to determine a new annuity amount that is equivalent, as of the original purchase date, to the present value of premiums paid, but reflecting the annuity amounts paid to the date of adjustment and a \$300 per annuity recalculation charge.
2. The annuity amount determined in (1.) above shall be further reduced if the yield to maturity of a U.S. Treasury bond with a maturity closest to 10 years at the time of purchase, "T" at the time of recalculation, is greater than the yield to maturity of the same U.S. Treasury bond, 3.52% at the time of purchase. The reduction percentage under this part shall equal five (5) times the amount by which T exceeds 3.52%, that is $[5 \times (T - 3.52\%)]$.

ACKNOWLEDGEMENT

I acknowledge that I have received and read a copy of this Disclosure of Sales Commissions and Agent of Record's Affiliation (including a description of any charges, fees, discounts, penalties or adjustments), and that I am a fiduciary of the above-named Plan. I hereby approve the purchase of the annuity on behalf of the Plan with Plan assets.

By: _____
Plan Fiduciary

Date: _____



OUR PRIVACY PROMISE

- We do not sell information about you.
 - We do not share your information with anyone else for their marketing purposes.
- We use your personal information only to help maintain and grow the relationship you have with us.

Privacy Notice to All

Whether you are a customer, prospective customer, business partner, job applicant, a visitor to a Pacific Life office, or an attendee at a Pacific Life hosted or sponsored event, you have entrusted us to safeguard your personal information. We are providing this privacy notice to assist you in understanding the types of personal information we collect, where we receive it, how we use it, and how we protect the privacy of the personal information shared with us.

Where Do We Get Personal Information, Why Do We Collect It, and What Do We Collect?

Most of the personal information we collect is obtained with your consent from you, one of our customers, an organization with whom we do business that has authority to share such information, or through other authorized sources. We primarily collect personal information to confirm your identity and manage your relationship with us. The type of information that we collect depends on our relationship with you. This includes:

- Information you or a person on your behalf provides on an application or other form (for example, name, address, social security number, or income);
- Information we get with your consent from other third party sources such as credit reporting agencies, information to verify employment or income;
- Information about your relationship and history with us;
- Medical or health information you permit us to receive from doctors or other health care providers;
- Information on your interactions with our websites

Pacific Life will provide you an updated notice if the types of personal information we collect, or use, is materially different, unrelated, or incompatible with this notice.

How Do We Use and Disclose Your Information?

We may share information within our corporate family to service and grow the relationship we have with you. Additionally, we may provide information to individuals and entities with whom you authorize us to share such information. If necessary, we disclose information when it is required by law, for example, a filing to the Internal Revenue Service (such as Form 1099). We may also disclose certain information to other entities to help us report or prevent fraud, including reports to regulatory or law enforcement agencies. We do not share medical or health information among our family of companies or with unrelated companies, except as needed to maintain and process your transactions.

Pacific Life may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose or as you authorize, we require the recipient to keep that personal information confidential and not use it for any purpose except performing the service. Categories of third parties that may be given access to your personal information will depend upon your unique relationship with us. Examples of these categories include:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third party administrators
- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

How Do We Protect the Security of Your Information?

We have policies that maintain the physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to your personal information is limited to those who need to know it to help service our relationship with you. Should your relationship with us end, we will continue to follow the privacy policies described in this notice to the extent that we retain information about you. If we no longer need to retain that information, we will dispose of it in a secure manner.

Do You Need to Do Anything?

It is not necessary for you to take any action. This is because we do not share your information except to service and grow the business relationship you have with us. You do not need to “opt-out” or “opt-in” as you may have done with other financial companies because we do not sell your information.

You May Request Your Information

You may request what information Pacific Life has collected about you and its purpose. We will provide a response once we receive and confirm your request.

All requests must provide sufficient information to allow us to reasonably verify your identity. We require a signed authorization form providing specific personal information that we should have on file for you. To verify your identity, we will compare the information provided to the information we have on file. Your name, address, and relationship with Pacific Life are mandatory data elements and will be used in combination with other information such as your policy/contract/account number, date of birth, social security number and email address. You do not need to create an account to request your information; request forms are available for [download](#) on www.pacificlife.com.

You may choose to authorize an agent to make a request on your behalf. In addition to submitting a request form, an agent must also supply one of the following documents:

- Court document showing authority to act on your behalf; or
- Copy of agreement/other document granting them authority to make requests on your behalf. (Subject to additional verification by Pacific Life Insurance Company)

For more information about submitting a request, please use one of the following methods:

- Call us at 877-722-7848, or
- Visit <https://www.pacificlife.com/home/privacy-and-other-policies/your-personal-information.html>

Confidentiality Practices for Victims of Domestic Violence or Abuse

Pacific Life understands that certain personal information may require special handling. This may be especially true in instances where an individual is, or has been, a victim of domestic violence or abuse. This information may include the individual’s address, telephone number, name and place of employment, and other contact or location information.

If you are a Pacific Life applicant, policyowner, insured or beneficiary, who is a victim of domestic violence or other abuse, and would like Pacific Life to take steps to further safeguard your information from others or need to remove a previously submitted request, our Customer Service Representatives are available to assist you.

- For Life Insurance policies that have policy numbers beginning with “2L”, please call 844-276-0193 from 9:00AM-8:00PM ET
- For all other Life Insurance policies, please call 800-347-7787 from 5:00AM-5:00PM PT

- For Annuity Contracts, please call 800-722-4448, from 6:00AM-5:00PM PT
- For Pensions or Institutional Clients, please call 800-800-9534, from 6:00AM – 5:00PM PT

Pacific Life, as referred to in this notice, means Pacific Life Insurance Company and its affiliates and subsidiaries, including, but not limited to, Pacific Life & Annuity Company, and Pacific Select Distributors, LLC.

Residents of California

The information below supplements Our Privacy Promise and applies to residents of the State of California. The California Consumer Privacy Act of 2018 (CCPA) defines categories of personal information as the following:

Information Categories and Examples	
<u>Personal Identity, Financial, and Personal Health</u> <ul style="list-style-type: none"> • Name • Alias • Address • Signature • Driver's license • Email address • Social Security number • Medical information • Health insurance information 	<u>Commercial Information</u> <ul style="list-style-type: none"> • Personal property • Products or service purchased
<u>Protected Classification Characteristics</u> <ul style="list-style-type: none"> • Race • Ancestry • Citizenship • Marital status • Medical condition • Physical or mental disability • Sex (including gender, gender identity) 	<u>Biometric Information</u> <ul style="list-style-type: none"> • Genetic characteristics • Physiological characteristics • Biological characteristics
	<u>Internet or Other Similar Network Activity</u> <ul style="list-style-type: none"> • Information on your interaction with our websites
	<u>Sensory Data - Audio, Electronic, Visual, Thermal, Olfactory or similar information</u> <ul style="list-style-type: none"> • Voice & Video Recordings • Photographs
	<u>Professional or Employment-Related Information</u> <ul style="list-style-type: none"> • Current or past job history
	<u>Inferences Drawn from Personal Information</u> <ul style="list-style-type: none"> • Profile created by analyzing information provided (for example, underwriting analysis)

Pacific Life obtains the categories of personal information listed above from the following categories of sources:

- Directly from you or someone on your behalf
- Healthcare professional or firm
- Financial service professional or firm
- Publicly available records
- Family member, dependent or beneficiary
- Other third parties (e.g., consumer reporting agency, credit reporting agency, staffing agency, companies that provide services to us)
- Analytical technology (e.g., internet usage, cookies, or automated underwriting technology)

Pacific Life may disclose all categories of personal information as necessary or appropriate with the following categories of third parties:

- Consultants and contractors (e.g., external auditors)
- Financial services professionals
- Software service providers
- Attorneys and other legal professionals
- Cloud service providers
- Regulatory agencies
- Third party administrators

Pacific Life may disclose Personal Identity, Financial, and Personal Health and Protected Classification Characteristics information as necessary or appropriate with the following categories of third parties

- Providers of Accommodations
- Providers of Transportation
- Event Facilitators
- Event Coordinators
- Members of Concierge Services

You may request Pacific Life to delete personal information that we have collected and retained. Once we receive and confirm the request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We will not discriminate against you for exercising any of your rights. Please see **You May Request Your Information** section above for more information on how to submit a deletion request.

Please be aware that certain legal and regulatory requirements require us to retain your personal information for a specific period of time which may impact our ability to process your deletion request. If your policy/contract is currently in force, we are unable to process a deletion request as the information is required to service our relationship with you. If your policy/contract is not in force, we must retain the information for a period of time after the termination or application denial date of the policy/contract.

Updated 07/01/2020

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AMENDMENT TO THE YMCA OF SAN DIEGO COUNTY AGREEMENT TO PROVIDE EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELO-P)

BACKGROUND INFORMATION:

On October 20, 2022, the District entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2022, through June 30, 2023, under which the Consultant/Professional agreed to provide Expanded Learning Opportunities Program (ELO-P) services at 7 district schools for a total not-to-exceed Agreement amount of \$694,480.00.

San Ysidro School District and YMCA agree to amend the Agreement as follows:

- Modify Section 8 to amend the annual total reimbursement to YMCA for ELO-P expenditures shall not exceed \$1,194,480.00.

The term of this MOA is from July 1, 2022, through June 30, 2023.

RECOMMENDATION:

Approve/Ratify the amendment to the YMCA of San Diego County Agreement to provide Expanded Learning Opportunities Program (ELO-P) services at a cost not to exceed \$1,194,480.00 from the ELO-P fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement, Action 1.20: Implement Intersession Program for an expanded learning opportunity to provide enrichment programs to improve student achievement and close the achievement gap for unduplicated students and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AMENDMENT TO AGREEMENT BETWEEN
SAN YSIDRO SCHOOL DISTRICT
AND
YMCA OF SAN DIEGO COUNTY

This Amendment to Agreement is entered into by and between the San Ysidro School District (SYSD) and the YMCA of San Diego County (YMCA).

RECITALS

WHEREAS, on October 20, 2022, the SYSD entered into a Memorandum of Agreement with the YMCA for the term of July 1, 2022, through June 30, 2023, under which the Consultant/Professional agreed to provide Expanded Learning Opportunities Program (ELO-P) services at 7 district schools for a total not-to-exceed Agreement amount of \$694,480.00.

WHEREAS the SYSD and YMCA have mutually agreed to have the YMCA manage and subcontract additional enrichment services at 7 district schools during after school hours on instructional days and ELO-P intersession.

WHEREAS the SYSD and YMCA mutually agree to use additional ELO-P funding for additional enrichment services through June 30, 2023.

NOW, THEREFORE, SYSD and YMCA agree to amend the Agreement as follows:

1. Modify Section 8 to amend the annual total reimbursement to YMCA for ELO-P expenditures shall not exceed \$1,194,480.00.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their fully authorized representatives. Except as specifically herein amended, the Agreement will remain in full force and effect.

San Ysidro School District

YMCA of San Diego County

Authorized Signature

Authorized Signature

Dr. Gina A. Potter, Ed.D.

Todd Tibbits

Name

Name

Superintendent

President & CEO

Title

Title

Date

Date

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: AGREEMENT WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE OUTDOOR EDUCATION PROGRAM 6TH GRADE CAMP

BACKGROUND INFORMATION:

Each year the Governing Board approves the participation of the District’s sixth grade students to attend a sixth-grade camp. Some of our students have not had the opportunity to go camping; this would allow our sixth graders to enjoy the experience of participating in fun-filled educational activities that will teach them social skills away from their home environment.

Our Schools have selected Camp Cuyamaca, a San Diego County Office of Education sponsored camp for their sixth-grade camp for school year 2023-24. In entering this 3-year agreement, the District will receive a significant discount on the student fees/rates. 2023-24 is year 2 of 3 of this agreement.

Cost implications for the Sixth Grade Camp will be paid with pupil fees and school fundraisers plus bus transportation fees from the supplemental and concentration funds.

School	# Students	# Of Days	Year 23-24	Rate	Estimated Cost
La Mirada	40	5	2 of 3	\$278.59	\$11,143.60*
Smythe	65	5	2 of 3	\$283.03	\$18,396.95*
Sunset	70	5	2 of 3	\$286.95	\$20,086.50*
Vista Del Mar	150	5	2 of 3	\$305.01	\$45,751.50*
Willow	80	5	2 of 3	\$284.43	\$22,754.40*
Total					<u>\$118,132.95</u>

* The above estimates do not include the insurance, teacher, or transportation fees. Some additional discounts may apply.

RECOMMENDATION:

Approve the agreement with San Diego County Office of Education for our schools’ sixth grade students to attend the Cuyamaca Camp at an estimated annual cost of \$118,132.95 from student fees, school fundraisers and Supplemental & Concentration funds. The contract allows for flexibility in the case of limitations or discontinuation for the program in the 2023-24 school year.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement – Action 3.8: Provide enrichment opportunities & programs for students to improve the academic environment, including extended school year. Increase the instructional day to expand opportunities for students to accelerate learning through targeted intervention and enrichment opportunities to support student engagement and school connectedness for all students including unduplicated students.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

ESTIMATED
\$118,132.95
(Amount)

Student Fees, School Fundraisers and Supplemental
& Concentration Fund
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



**AGREEMENT FOR PARTICIPATION AND SERVICES 2023-2024
OUTDOOR EDUCATION PROGRAM**



THIS AGREEMENT is entered into this 17th day of May 2023 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and San Ysidro School District, hereinafter called the SCHOOL/DISTRCT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a “per pupil fee” ” less any applicable discounts, based on the number of SCHOOL/DISTRICT student’s actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a “per pupil fee” to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) “Pupil fee” means that per pupil amount established by the OFFICE for a school year as the cost of a pupil’s instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period **Year 2 of 3**

A. The term of this agreement shall commence on **July 1, 2023** and will continue through **June 30, 2024, 2025, or 2026** based on the option chosen below.

B. **Please initial one of the options below** to determine the number of years for this agreement:

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

X c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation **Rate will be \$340.00**

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2023-2024** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the “per pupil fee” when applicable:

5-day Program**	Per Student	\$345.00
4-day Program***	Per Student	\$295.00
1-day Program	Per Student	\$ 90.00

** Discounts 5-day Program

*Equity Credit: \$80 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

*Introductory Credit: \$10 credit per full fee student.

*Three Year “Discount” Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year “Fee Lock” Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$335 per student. Other discounts may be combined.

October thru December Rates: \$340 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: \$68 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$8 credit per full fee student

Three Year “Discount” Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year “Fee Lock” Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$285 per student. Other discounts may be combined.

October thru December Rates: \$290 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

a. A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.

b. A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the “per pupil fee” to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
La Mirada	40
Sunset	70
Vista Del Mar	150
Willow	80
Smythe	65

Executed by the parties on the dates shown below their respective signatures.

San Ysidro
School/District

By Marilyn Adrianzen

Title Chief Business Official

Date _____

Board approved: _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

May 17, 2023

Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			65
Fee/Credit	Detail		Students
Base Fee	\$340/ student		22,100.00
Equity Credit	Percent x students x \$80	67.10%	-3489.20
Three Year Contract Discount	Full fee students x -\$10	y	-213.85
New to Camp Discount	Full Fee students x -\$10	n	0.00
September Discount	Less \$10 on every student	n	0.00
October to December Discount	Less \$5 on every student	n	0.00
	Total		18,396.95
		Per Student	\$283.03

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			70
Fee/Credit	Detail	Students	
Base Fee	\$340/ student		23,800.00
Equity Credit	Percent x students x \$80	61.50%	-3444.00
Three Year Contract Discount	Full fee students x -\$10	y	-269.50
New to Camp Discount	Full Fee students x -\$10	n	0.00
September Discount	Less \$10 on every student	n	0.00
October to December Discount	Less \$5 on every student	n	0.00
	Total		20,086.50
		Per Student	\$286.95

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			40
Fee/Credit	Detail	Students	
Base Fee	\$340/ student		13,600.00
Equity Credit	Percent x students x \$80	66.30%	-2121.60
Three Year Contract Discount	Full fee students x -\$10	y	-134.80
New to Camp Discount	Full Fee students x -\$10	n	0.00
September Discount	Less \$10 on every student	n	0.00
October to December Discount	Less \$5 on every student	y	-200.00
	Total		11,143.60
		Per Student	\$278.59

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			150
Fee/Credit	Detail	Students	
Base Fee	\$340/ student		51,000.00
Equity Credit	Percent x students x \$80	35.70%	-4284.00
Three Year Contract Discount	Full fee students x -\$10	y	-964.50
New to Camp Discount	Full Fee students x -\$10	n	0.00
September Discount	Less \$10 on every student	n	0.00
October to December Discount	Less \$5 on every student	n	0.00
	Total		45,751.50
		Per Student	\$305.01

These are estimated figures, final costs and discounts will be based on actual attendance numbers and billed accordingly.

5 -Day Camp Estimate

			80
Fee/Credit	Detail	Students	
Base Fee	\$340/ student		27,200.00
Equity Credit	Percent x students x \$80	65.10%	-4166.40
Three Year Contract Discount	Full fee students x -\$10	y	-279.20
New to Camp Discount	Full Fee students x -\$10	n	0.00
September Discount	Less \$10 on every student	n	0.00
October to December Discount	Less \$5 on every student	n	0.00
	Total		22,754.40
		Per Student	\$284.43

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services Informational
Russell Little, Assistant Superintendent Action

AGENDA ITEM: PURCHASE AGREEMENT WITH MCGRAW HILL, LLC. FOR THE ADOPTION AND IMPLEMENTATION OF THE CALIFORNIA INSPIRE SCIENCE PROGRAM

BACKGROUND INFORMATION:

The Next Generation Science Standards (NGSS) brings science instruction up to date, reflecting new understanding of not only knowledge and skills, but of how students learn best. NGSS emphasizes a deeper focus on understanding the cross-cutting concepts within and across scientific disciplines. These new standards integrate engineering practices with science practices to help students understand the workings of science and the natural world.

Our District completed the Next Generation Science Standards pilot process following State guidelines. Middle school teachers met to discuss the strengths and weaknesses of each piloted program and based on their reviews; they selected the CA Inspire Science program from McGraw Hill, LLC. The CA Inspire Science program sparks students' curiosity through fascinating real-world phenomena; where students investigate, problem solve, argue, and discuss scientific phenomena to make sense of the world from their perspective.

Educational Services needs to enter into an agreement with McGraw Hill, LLC. for the adoption and implementation of the CA Inspire Science program. This 3-year package includes teacher guides, student editions, hands-on science kits, district wide digital access as well as professional development for all teachers in grades 6th through 8th.

RECOMMENDATION:

Approve the 3-year purchase agreement with McGraw Hill, LLC. for the adoption and implementation of the California Inspire Science program for students in grades 6th – 8th at the total cost of \$497,912.51 from the Lottery and ESSER III funds, and the Arts & Music Discretionary Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement: Student Achievement: Improve student achievement for all students and accelerate student learning increases for English Learners and students with disabilities.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$497,912.51
(Amount)

Lottery and ESSER III Funds
and the Arts & Music Discretionary Block Grant
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Because learning changes everything.®

QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
WAREHOUSE
SAN YSIDRO, CA 92173-1617
ACCOUNT NUMBER: 244904

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Kristen Shoemaker
kristen.shoemaker@mheducation.com
630-789-5324

Section Summary	Value of All Materials	Free Materials	Product Subtotal
CA Inspire Science: Earth & Space Science Grade 6	\$142,912.06	(\$17,307.68)	\$125,604.38
CA Inspire Science: Life Science Grade 7	\$165,061.78	(\$6,656.80)	\$158,404.98
CA Inspire Science: Physical Science Grade 8	\$183,415.86	(\$5,325.44)	\$178,090.42
Professional Development	\$12,000.00	(\$12,000.00)	\$0.00
PRODUCT TOTAL*	\$503,389.70	(\$41,289.92)	\$462,099.78
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$35,812.73
GRAND TOTAL*			\$497,912.51

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023

ACCOUNT NAME: San Ysidro Elem Sch Dist

EXPIRATION DATE: 06/10/2023

QUOTE NUMBER: KSHOEMAK-04262023111454-001

ACCOUNT #: 244904

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA Inspire Science: Earth & Space Science Grade 6					
Student Resources					
CALIFORNIA INSPIRE SCIENCE EARTH & SPACE PREMIUM PRN & DGT 8YR BNDL W/SYNCBLASTS	978-0-07-702052-1	500	\$173.02	\$0.00	\$86,510.00
Student Resources Subtotal:				\$0.00	\$86,510.00
Teacher Resources					
CALIFORNIA SCIENCE EARTH SCIENCE TEACHER EDITION	978-0-07-683039-8	26	\$101.12	\$2,629.12	*Free Materials
INSPIRE EARTH SCIENCE CALIFORNIA GRADE 6 TEACHER EDITION VOLUME 2	978-0-07-684716-7	26	\$101.12	\$2,629.12	*Free Materials
INSPIRE EARTH SCIENCE CALIFORNIA GRADE 6 TEACHER EDITION VOLUME 3	978-0-07-684717-4	26	\$101.12	\$2,629.12	*Free Materials
INSPIRE EARTH SCIENCE CALIFORNIA GRADE 6 TEACHER EDITION VOLUME 4	978-0-07-684718-1	26	\$101.12	\$2,629.12	*Free Materials
CALIFORNIA SCIENCE EARTH SCIENCE ETEACHER EDITION 8 YEAR SUBSCRIPTION	978-0-07-683057-2	26	\$180.00	\$4,680.00	*Free Materials
INSPIRE SCIENCE STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8Y SUBSCRIPTION (OLP)	978-0-07-702104-7	26	\$25.02	\$650.52	*Free Materials
CA INSPIRE SCIENCE EARTH AND SPACE INSPIRING CAST SUCCESS GUIDE	978-0-07-683047-3	26	\$22.47	\$584.22	*Free Materials
INSPIRE EARTH SCIENCE CA GRADE 6 POSTER PACK	978-0-07-684814-0	26	\$22.47	\$584.22	*Free Materials
CALIFORNIA INSP SCNCE ERTH & SPCE LIFE PHYS G6-8 TEACHER PROGRAM GUIDE	978-0-07-686972-5	26	\$11.24	\$292.24	*Free Materials
INSPIRE SCIENCE EARTH AND SPACE COLLABORATION KIT UNITS 1-4 BUNDLE 9 BOXES	978-0-07-687465-1	26	\$1,503.63	\$0.00	\$39,094.38
Teacher Resources Subtotal:				\$17,307.68	\$39,094.38
CA Inspire Science: Earth & Space Science Grade 6 Subtotal:				\$17,307.68	\$125,604.38

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 06/10/2023
 QUOTE NUMBER: KSHOEMAK-04262023111454-001 ACCOUNT #: 244904 PAGE #: 2



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA Inspire Science: Life Science Grade 7					
Student Resources					
CALIFORNIA INSPIRE SCIENCE LIFE PREMIUM PRINT & DIGITAL 8 YR BUNDLE W/SYNCLASTS	978-0-07-702003-3	484	\$173.02	\$0.00	\$83,741.68
Student Resources Subtotal:				\$0.00	\$83,741.68
Teacher Resources					
CALIFORNIA SCIENCE LIFE SCIENCE TEACHER EDITION	978-0-07-683044-2	10	\$101.12	\$1,011.20	*Free Materials
INSPIRE LIFE SCIENCE CALIFORNIA GRADE 7 TEACHER EDITION VOLUME 2	978-0-07-684719-8	10	\$101.12	\$1,011.20	*Free Materials
INSPIRE LIFE SCIENCE CALIFORNIA GRADE 7 TEACHER EDITION VOLUME 3	978-0-07-684720-4	10	\$101.12	\$1,011.20	*Free Materials
INSPIRE LIFE SCIENCE CALIFORNIA GRADE 7 TEACHER EDITION VOLUME 4	978-0-07-684721-1	10	\$101.12	\$1,011.20	*Free Materials
CALIFORNIA SCIENCE LIFE SCIENCE ETEACHER EDITION 8 YEAR SUBSCRIPTION	978-0-07-683061-9	10	\$180.00	\$1,800.00	*Free Materials
INSPIRE SCIENCE STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8Y SUBSCRIPTION (OLP)	978-0-07-702104-7	10	\$25.02	\$250.20	*Free Materials
CA INSPIRE SCIENCE LIFE INSPIRING CAST SUCCESS GUIDE	978-0-07-683048-0	10	\$22.47	\$224.70	*Free Materials
INSPIRE LIFE SCIENCE CA GRADE 7 POSTER PACK	978-0-07-684817-1	10	\$22.47	\$224.70	*Free Materials
CALIFORNIA INSP SCNCE ERTH & SPCE LIFE PHYS G6-8 TEACHER PROGRAM GUIDE	978-0-07-686972-5	10	\$11.24	\$112.40	*Free Materials
INSPIRE SCIENCE LIFE COLLABORATION AND REFILL KIT MATL 4UNIT BNDL 3YR	978-0-07-704088-8	10	\$2,465.41	\$0.00	\$24,654.10
INSPIRE SCIENCE LIFE REFILL KIT MATL 4UNIT BNDL 3YR	978-0-07-704080-2	40	\$1,250.23	\$0.00	\$50,009.20
Teacher Resources Subtotal:				\$6,656.80	\$74,663.30
CA Inspire Science: Life Science Grade 7 Subtotal:				\$6,656.80	\$158,404.98

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 06/10/2023
 QUOTE NUMBER: KSHOEMAK-0426202311454-001 ACCOUNT #: 244904 PAGE #: 3



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CA Inspire Science: Physical Science Grade 8					
Student Resources					
CALIFORNIA INSPIRE SCIENCE PHYSICAL PREMIUM PRINT & DIGITAL 8YRBN DL W/SYNCLASTS	978-0-07-701967-9	439	\$173.02	\$0.00	\$75,955.78
Student Resources Subtotal:				\$0.00	\$75,955.78
Teacher Resources					
CALIFORNIA SCIENCE PHYSICAL SCIENCE TEACHER EDITION	978-0-07-683045-9	8	\$101.12	\$808.96	*Free Materials
INSPIRE PHYSICAL SCIENCE CALIFORNIA GRADE 8 TEACHER EDITION VOLUME 2	978-0-07-684722-8	8	\$101.12	\$808.96	*Free Materials
INSPIRE PHYSICAL SCIENCE CALIFORNIA GRADE 8 TEACHER EDITION VOLUME 3	978-0-07-684723-5	8	\$101.12	\$808.96	*Free Materials
INSPIRE PHYSICAL SCIENCE CALIFORNIA GRADE 8 TEACHER EDITION VOLUME 4	978-0-07-684724-2	8	\$101.12	\$808.96	*Free Materials
CALIFORNIA SCIENCE PHYSICAL SCIENCE ETEACHER EDITION 8 YEAR SUBSCRIPTION	978-0-07-683043-5	8	\$180.00	\$1,440.00	*Free Materials
INSPIRE SCIENCE STUDYSYNC CALIFORNIA BLASTS ADD-ON TEACHER 8Y SUBSCRIPTION (OLP)	978-0-07-702104-7	8	\$25.02	\$200.16	*Free Materials
CA INSPIRE SCIENCE PHYSICAL INSPIRING CAST SUCCESS GUIDE	978-0-07-683051-0	8	\$22.47	\$179.76	*Free Materials
INSPIRE PHYSICAL SCIENCE CA GRADE 8 POSTER PACK	978-0-07-684818-8	8	\$22.47	\$179.76	*Free Materials
CALIFORNIA INSP SCNCE ERTH & SPCE LIFE PHYS G6-8 TEACHER PROGRAM GUIDE	978-0-07-686972-5	8	\$11.24	\$89.92	*Free Materials
INSPIRE SCIENCE PHYSICAL COLLABORATION AND REFILL KIT MATL 4UNIT BNDL 3YR	978-0-07-903505-9	8	\$5,091.19	\$0.00	\$40,729.52
INSPIRE SCIENCE PHYSICAL REFILL KIT MATL 4UNIT BNDL 3YR	978-0-07-704091-8	32	\$1,918.91	\$0.00	\$61,405.12
Teacher Resources Subtotal:				\$5,325.44	\$102,134.64
CA Inspire Science: Physical Science Grade 8 Subtotal:				\$5,325.44	\$178,090.42
Professional Development					
Implementation Training - On Site					
STAFF DEVELOPMENT WORKSHOP	TRN2001	2	\$3,500.00	\$7,000.00	*Free Materials
Implementation Training - On Site Subtotal:				\$7,000.00	\$0.00
Follow-Up Training - Virtual					
PROFESSIONAL DEVELOPMENT FULL DAY VIRTUAL TRAINING TWO 2 HOUR SESSION GRADE 6-12	978-1-26-437307-9	2	\$2,500.00	\$5,000.00	*Free Materials
Follow-Up Training - Virtual Subtotal:				\$5,000.00	\$0.00
Professional Development Subtotal:				\$12,000.00	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023 ACCOUNT NAME: San Ysidro Elem Sch Dist EXPIRATION DATE: 06/10/2023
 QUOTE NUMBER: KSHOEMAK-04262023111454-001 ACCOUNT #: 244904 PAGE #: 4



Because learning changes everything.®

QUOTE PREPARED FOR:

San Ysidro Elem Sch Dist
WAREHOUSE
SAN YSIDRO, CA 92173-1617
ACCOUNT NUMBER: 244904

CONTACT:

VALUE OF ALL MATERIALS	\$503,389.70
FREE MATERIALS	(\$41,289.92)
PRODUCT TOTAL*	\$462,099.78
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$35,812.73
GRAND TOTAL	\$497,912.51

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

BOARD APPROVED: 05-30-23

MARILYN ADRIANZEN, CBO

Signature of School Official

Name of School Official (Please Print)

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 04/26/2023

ACCOUNT NAME: San Ysidro Elem Sch Dist

EXPIRATION DATE: 06/10/2023

QUOTE NUMBER: KSHOEMAK-04262023111454-001

ACCOUNT #: 244904

PAGE #: 5

McGraw Hill

Online Terms of Service

<https://www.mheducation.com/terms-service.html>

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Service for International Platforms](#).

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.

1. THE SOLUTION.

McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the [Terms of Use](#) in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

2. ADDITIONAL TERMS.

All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without

limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.

3. ADDITIONAL SERVICES.

McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

4. APPLICABLE PRIVACY LAW.

Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.

5. SUBSCRIBER DATA.

All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent

required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

6. MCGRAW HILL USE OF SUBSCRIBER DATA.

As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. LOCATION OF SERVICES.

We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

8. OWNERSHIP.

No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.

1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

9. RESTRICTIONS ON USE.

Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

10. TERM AND TERMINATION.

This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

11. EFFECT OF TERMINATION OR EXPIRATION.

Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

12. CONFIDENTIALITY.

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.

15. INDEMNIFICATION.

McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.

16. MISCELLANEOUS.

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Click here to view [Terms of Use](#).

McGraw Hill

Online Terms of Service

<https://www.mheducation.com/terms-service.html>

If you are outside the United States and access McGraw Hill products or services serving regions outside the United States, please go to our [Terms of Service for International Platforms](#).

THESE TERMS OF SERVICE, together with the [Terms of Use](#) and the [Privacy Notice](#), form a legal agreement (the "Agreement") between McGraw Hill LLC or its applicable subsidiaries or affiliates ("McGraw Hill", "we" or "us") for the Services defined below and the educational institution, company, or organization ("You" or the "Subscriber") entering into this Agreement and identified on the registration page of Your subscription contract for the Services (the "Registration Page"), where applicable. This Agreement also governs Your use of the Solution (as defined below).

These Terms of Service apply after clicking "I accept" in any available checkbox, by placing an order and paying for the Solution, by registering to use and then using the Solution, and/or by executing the Registration Page, where applicable. By accepting these Terms of Service, You affirm that You are at least 18 years of age, that You agree to these Terms of Service, the Terms of Use, and Privacy Notice and You will comply with such terms in connection with Your use of the Solution. You agree that (i) You are an employee, director, or agent of Subscriber; (ii) You have confirmed that Subscriber has agreed to be bound to these Terms of Service, the Terms of Use, and Privacy Notice; and (iii) Subscriber has authorized You to use the Solution on its behalf.

1. THE SOLUTION.

McGraw Hill has developed a web-based solution (the "Solution") that enables users to access certain online products and services ("Services") and related courses, content and information (together with the Services, the "McGraw Hill Content") offered by McGraw Hill through our website (the "Website") by purchasing a subscription. McGraw Hill hereby grants Subscriber a non-exclusive, non-transferable license to access and use the Solution, and allow each administrator, faculty member, and student enrolled by Subscriber (each a designated "End User") to access and use the Solution, through the Website, solely for educational purposes. End Users may access the Solution and the McGraw Hill Content in accordance with an access method offered by McGraw Hill and selected by Subscriber. All End Users other than K-12 students will be required to agree to the [Terms of Use](#) in order to access the Solution and the McGraw Hill Content. Payments of applicable fees to McGraw Hill are due within thirty (30) days of the date of invoice unless otherwise agreed to in writing.

2. ADDITIONAL TERMS.

All use of the Solution and McGraw Hill Content is subject to this Agreement and any additional terms agreed to by the parties in connection with the Solution and McGraw Hill Content, including, without

limitation, any prohibitions on distribution of the McGraw Hill Content to students or third parties. Subscriber is responsible for its End Users' use of the Solution and the McGraw Hill Content.

3. ADDITIONAL SERVICES.

McGraw Hill may enhance and/or expand the features of the Solution from time to time at no additional cost to Subscriber, or may provide additional content, performance or features that may, but are not required to, be added by Subscriber at additional cost to Subscriber. Any professional services to be provided by McGraw Hill to Subscriber in connection with the Solution shall be set forth in a separate Professional Services Agreement between McGraw Hill and Subscriber.

4. APPLICABLE PRIVACY LAW.

Subscriber is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. McGraw Hill acknowledges that in the course of Subscriber's use of the Services, End Users' Personally Identifiable Information may be disclosed to McGraw Hill. McGraw Hill agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. McGraw Hill acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, McGraw Hill agrees that under Applicable Privacy Law, officers, employees, and agents of McGraw Hill who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to McGraw Hill. McGraw Hill and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. McGraw Hill shall enable Subscriber to maintain compliance with Applicable Privacy Law in connection with Subscriber's use of the Solution. For further information about McGraw Hill's data privacy and security practices, please read our Privacy Notice.

5. SUBSCRIBER DATA.

All information concerning Subscriber ("Subscriber Data") and Personally Identifiable Information concerning End Users shall belong to Subscriber and shall be considered Confidential Information of Subscriber subject to the terms and conditions of this Agreement. Subscriber assumes sole responsibility for: (a) providing any notices and obtaining any consent needed to the extent required under COPPA or other Applicable Privacy Law in connection with the collection, use and/or disclosure of Personally Identifiable Information from End Users; (b) providing a reasonable means for End Users or End Users' parents, as applicable, to review Personally Identifiable Information provided by End Users to the extent

required by COPPA or other Applicable Privacy Law; and (c) establishing and maintaining reasonable procedures to protect the confidentiality, security, and integrity of the Personally Identifiable Information.

6. MCGRAW HILL USE OF SUBSCRIBER DATA.

As a service provider to Subscriber, McGraw Hill will establish and maintain reasonable procedures in accordance with its policies and practices and Applicable Privacy Law to protect the confidentiality, security, and integrity of Personally Identifiable Information and Subscriber Data received by McGraw Hill in connection with provision of the Solution to Subscriber. Subscriber acknowledges and agrees that McGraw Hill has the right to use the Personally Identifiable Information and Subscriber Data collected in connection with provision of the Solution for (a) purposes of performing its obligations under this Agreement, and (b) for research purposes in connection with quality control and the development of revised or new products or services ("Research Purposes"), provided that such Personally Identifiable Information and Subscriber Data will be used by McGraw Hill for Research Purposes only in the aggregate and so that the privacy of the individual's Personally Identifiable Information will be maintained.

7. LOCATION OF SERVICES.

We own, control and operate the Solution from our offices in the United States. We do not represent that materials on the Solution or the Website are appropriate or available for use in other locations. Subscribers who access the Solution from outside the U.S. are responsible for compliance with local laws, if and to the extent local laws are applicable.

8. OWNERSHIP.

No intellectual property rights of any kind are assigned or transferred to Subscriber under this Agreement. Subscriber is permitted to access and use the Solution, McGraw Hill Content and any other materials provided hereunder only as expressly set forth in these Terms of Service. Subscriber is not permitted and shall have no right to use the Solution or McGraw Hill Content for any purpose other than as set forth herein. Subscriber shall not challenge, or assist any person or entity in challenging, McGraw Hill's right, title, and interest in the Solution and McGraw Hill Content.

1. Before using any content or materials in the Solution or McGraw Hill Content designated as "open", OER, or available for public use, you should review the governing licensing restrictions associated with such content or materials. No rights of any kind are granted by McGraw Hill to use such content or materials outside of the Solution.
2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

9. RESTRICTIONS ON USE.

Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

10. TERM AND TERMINATION.

This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of this Agreement (other than breach of its payment obligations, for which McGraw Hill may terminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

11. EFFECT OF TERMINATION OR EXPIRATION.

Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

12. CONFIDENTIALITY.

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

14. LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.

15. INDEMNIFICATION.

McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.

16. MISCELLANEOUS.

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

Click here to view [Terms of Use](#).

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Educational Services
Russell Little, Assistant Superintendent

Informational
 Action

AGENDA ITEM: LICENSE SUBSCRIPTIONS FROM RENAISSANCE LEARNING INC.

BACKGROUND INFORMATION:

Renaissance Learning, Inc. is a global leader in PreK-12 education technology. It was founded on the belief that technology plays an important role in the service of learning. More than 40 percent of US schools rely on Renaissance solutions for data and insights to equitably move learning toward.

Educational Services Department is requesting approval to renew the following license subscriptions from Renaissance Learning, Inc.:

Renaissance Renewal Package:	Illuminate Renewal Package:
<ul style="list-style-type: none"> Accelerated Reader 	<ul style="list-style-type: none"> District Wide Access
<ul style="list-style-type: none"> Star Elementary Bundle (English/Spanish) 	<ul style="list-style-type: none"> DnA+ Inspect Premium
<ul style="list-style-type: none"> Data Integration/Platform Services 	<ul style="list-style-type: none"> Fastbridge-BHV
	<ul style="list-style-type: none"> Professional Services (3 virtual consultations, 5 Learning Communities per year)

Cost implications for this 3-year license subscription include: \$242,447.24 for Renaissance and \$156,958.57 for Illuminate, which will be paid in annual payments. Term 2023-2026

RECOMMENDATION:

Approve the 3-year license subscriptions from Renaissance Learning Inc. for the Renaissance Learning Program and Illuminate at a cost of \$399,405.81 from the Learning Recovery Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Student Achievement ~ Action 1.10: Continue to provide supplemental programs and resources (i.e., Reading Renaissance, math manipulatives, etc.) to support student achievement in core content areas.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-2024 Budget?

Requisition #

Yes No

Yes No

\$399,405.81

(Amount)

Learning Recovery Block Grant

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Renaissance 2023 Renewal Proposal

San Ysidro Elementary School District

Payment in Full 9/1/2023- 8/31/2026				Annual Payments 9/1/2023- 8/31/2026			
	List	Discount	SYESD Price	List	Discount	SYESD Price	
Accelerated Reader	\$87,452.04	\$5,955.12	\$81,496.92	\$87,452.04	\$2,623.56	\$84,828.48	
Star Elementary	\$142,003.88	\$9,667.88	\$132,336.00	\$142,003.88	\$4,260.12	\$137,743.76	
Data Integration/Platform Services	\$25,125.00	\$5,250.00	\$19,875.00	\$25,125.00	\$5,250.00	\$19,875.00	
Subtotal Total		\$254,580.92			\$254,580.92		
Applied Discounts		\$20,873.00			\$12,133.66		
		8% Discount			4% Discount		
Grand Total		\$233,707.92			\$242,447.24		
		<i>Pricing Valid Until June 30, 2023</i>			<i>Pricing Valid Until June 30, 2023</i>		

Annual Payment Terms			
Year 1- Due July 1, 2023			\$80,402.54
Year 2- Due July 1, 2024			\$82,577.63
Year 3- Due July 1, 2024			\$79,467.07

For more information contact:
Lisa Vasil| Account Manager | 619-961-5645 | lisa.vasil@renaissance.com

Renaissance 2023 Renewal Proposal

San Ysidro Elementary School District

Payment in Full 7/1/2023- 8/31/2026		Annual Payments 7/1/2023- 8/31/2026	
List	Discount	List	Discount
DnA + Inspect Premim	\$114,997.26	\$114,997.26	\$2,772.61
Fastbridge-BHV	\$44,106.20	\$44,106.20	\$2,027.28
<u>Professional Services</u>	\$2,655.00	\$2,655.00	
> Learning Community (5/year) > Virtual Consultations (3/year)			
Subtotal Total	\$161,758.46	\$161,758.46	
Applied Discounts	\$20,471.45	\$4,799.89	3% Discount
Grand Total	\$141,287.01	\$156,958.57	
<i>Pricing Valid Until June 30, 2023</i>			
Annual Payment Terms			
Year 1- Due July 1, 2023		\$56,848.26	
Year 2- Due July 1, 2024		\$49,565.37	
Year 3- Due July 1, 2024		\$50,544.97	

For more information contact:

Lisa Vasil | Account Manager | 619-961-5645 | lisa.vasil@renaissance.com

Renaissance

Terms of Service and License Renaissance Learning, Inc.

These Terms of Service state the binding legal terms and conditions between Customer and Renaissance that govern the Products and Services that Customer has contracted to receive pursuant to a Quote signed by Customer and Renaissance.

1. **Definitions.** As used above and in these Terms of Service, capitalized words have the meaning set forth in Exhibit A or as otherwise expressly defined in these Terms of Service.
2. **License and Access to Products.**
 - a. **License.** Subject to the terms and conditions set forth in these Terms of Service, Renaissance grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term solely to access and use the Products for educational assessment and practice functions. No other license, express or implied, is granted by these Terms of Service.
 - b. **Access and Use Limitations.**
 - i. **Access and Use.** Customer may access and use the Products during the period beginning on the first day of the Subscription Period and ending upon the earlier of expiration of the Subscription Period or termination of the Agreement. Access may be restricted during Renaissance's maintenance and updating of the Products.
 - ii. **Quantity.** The Quote sets forth a quantity for each identified Product or Service. Customer may not exceed the quantities stated in the Quote without further written agreement by the parties.
 - iii. **Access and Use Restrictions.** Customer shall not access or use the Products for any purpose beyond the limited license granted in these Terms of Service. Without limiting the foregoing, Customer shall not: (A) copy, modify, or create derivative works of the Products, in whole or in part; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Products, in whole or in part; (D) remove any proprietary notices from the Products; (E) allow anyone other than Customer or its Authorized Users to access or use the Products; (F) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law; (G) access or use the Products for any purpose not authorized under these Terms of Service; (H) share, transfer or sell Valid Login Information to anyone other than Authorized Users, and shall be responsible for any access to, or use of, the Products resulting from Customer's failure to safeguard Valid Login Information; or (I) allow multiple Persons to access or use the Products in a manner intended to avoid incurring fees. Customer agrees to promptly notify Renaissance of any actual or suspected unauthorized access to or use of the Products, after which Renaissance may then implement a Service Suspension.
 - iv. **Authorized Users.** Customer may permit its Authorized Users to access and use the Products in the same manner and for the same purposes as Customer, as set forth in these Terms of Service. Customer shall be responsible and liable for all access to and use of the Products by any Authorized User and any other access to the Products permitted or enabled by Customer or an Authorized User.
 - v. **Suspension.** Notwithstanding anything to the contrary in these Terms of Service, Renaissance may suspend access and use for any portion or all of the Products by a Customer or Authorized User if Renaissance determines in good faith that: (A) Customer or an Authorized User's access to or use of the Products and systems disrupts or poses a risk to the security or integrity of any of Renaissance's Products or systems, or any of its customers or vendors; (B) Customer or an Authorized User are accessing or using the Products or systems for fraudulent or illegal activities; (C) any vendor or supplier of Renaissance has suspended or terminated Renaissance's access to or use of any third-party product or service necessary to the Products; or (D) Customer has not timely paid any Fees (any such suspension described in subclause (A), (B), (C), or (D) a "Service Suspension"). Renaissance shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Products following any Service Suspension, which shall be in Renaissance's sole discretion. Renaissance shall use reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Renaissance will have no liability for any damages, liabilities, losses, or any other consequences of a Service Suspension.
 - vi. **Customer Hardware, Other Software and Services.** Renaissance does not bear any responsibility or liability for any Third-Party Services and does not guarantee that any Third-Party Services will operate correctly or that they are compatible or interoperable with the Products.
3. **Services.** Renaissance shall provide the Services identified in the Quote and any Statement of Work agreed to by the parties in writing. All Services identified in the Quote or any applicable Statement of Work shall be governed by these Terms of Service, including, without limitation, Exhibit B.

4. **Payment Obligations.**

- a. **Fees.** Customer shall pay Renaissance all amounts listed in the Quote ("Fees") within 30 days of invoice. Customer may not withhold or setoff any amounts due under the Agreement. Renaissance may charge interest from the time payment was due until the time paid at the higher rate of (A) 1% per month compounded monthly, or (B) the highest rate allowed by law in Customer's state. Customer agrees that any of Renaissance's Affiliates may issue invoices for amounts owed under the Agreement. Amounts paid for Products and Services are not refundable, regardless of the extent they are utilized.
- b. **FastBridge True-up.** FastBridge subscriptions are based on per student, per school year fees. The initial fee to activate a subscription is based on the estimate by Customer of the number of unique students that will have score data entered. Renaissance will run reconciliation reports in or about May of each Subscription Period and invoice Customer for the actual number of unique students in excess of the estimate reflected in the Quote.

5. **Term; Termination; Effect of Termination.**

- a. **Term.** The term of the Agreement starts on the earlier of (i) the date that the Customer signs the Quote or (ii) the first date of the Subscription Period and continues until the end of the last Subscription Period listed in the Quote (the "Term"), except as set forth in a further written agreement of the parties.
- b. **Termination.**
 - i. Either party may terminate the Agreement upon written notice if the other party does not cure a material breach within 30 days of written notice of the breach from the other party describing the breach and stating the intent to terminate.
 - ii. Renaissance may terminate Customer's access to the Products and the Agreement if Customer fails to pay any amount due within 10 business days of written late notice from Renaissance.
- c. **Effect of Expiration or Termination.** Upon expiration or termination of the Agreement:
 - i. all rights and licenses to use and access the Products granted to Customer under the Agreement immediately terminate, and Customer shall cease all access to, and use of, the Products provided to Customer under the Agreement, except that (A) Customer may continue to access the Products for the limited purpose of retrieving Customer Data, during the period set forth in the Data Protection Addendum, and (B) Customer and Authorized Users may continue to access and use the free version of any Premium Hybrid Products that Customer had purchased, provided that these Terms of Service shall govern Customer's continuing access and use of the free version of any Premium Hybrid Products;
 - ii. Customer shall return or destroy, at Renaissance's sole discretion, all Confidential Information of Renaissance. Customer shall also be responsible for retrieving Customer Data from the Products, as described in the Data Protection Addendum.
 - iii. each party shall cease the use of the other party's Intellectual Property Rights; and
 - iv. Customer shall pay Renaissance all amounts due under the Agreement upon the earlier of their due dates or 30 days after the effective date of termination.
- d. **Survival.** Notwithstanding anything to the contrary in the Agreement, all accrued payment obligations under the Agreement, any remedies for breach of the Agreement, Sections 5(c), and 6-11, and any provisions that are required by law to survive, shall survive expiration or termination of the Agreement. Further, the Data Protection Addendum and the applicable provisions of these Terms of Service shall survive expiration or termination of the Agreement to the extent that the Data Protection Addendum provides Customer limited access to the Products for the purpose of retrieving Customer Data.

6. **Intellectual Property.** Notwithstanding the limited license granted under these Terms of Service,

- a. **No Transfer of Rights.** As between Renaissance and Customer, Renaissance owns all Intellectual Property Rights in or embodied by the Products. Except for the license set forth in Section 2 above, neither Customer nor its Authorized Users will obtain, pursuant to or by virtue of these Terms of Service or their use or access to the Products or the Services, any Intellectual Property Rights in the Products or the Services.
- b. **Customer License to Renaissance.** Customer grants to Renaissance and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of the Products.

7. **Confidentiality.** Recipient may use Confidential Information provided to it by or on behalf of the other party (the "Disclosed Information") only as necessary to perform its obligations or exercise its rights pursuant to this Agreement. Recipient may not disclose the Disclosed Information to any other person or entity except its Affiliate, employee, director, shareholder, member, agent or contractor (each a "Recipient Representative") for purposes of performing Recipient's obligations or exercising Recipient's rights under this Agreement, shall require that each of its Recipient Representatives comply with all obligations of Recipient under this Section 7, and will be liable for any breach of this Section 7 by its Recipient Representative. Recipient shall treat the Disclosed Information with the same level of care that it holds its own Confidential Information. In addition to disclosure to Recipient Representatives as set forth above, Recipient may disclose Disclosed Information to the extent compelled by law, provided Recipient gives the other party prompt prior written notice of the compelled disclosure to the extent legally permitted to permit the other party to seek a protective order, and if disclosed to a government agency seek confidentiality protection if available under applicable laws and regulations. Recipient acquires no licenses or other rights to the Disclosed Information except as otherwise set forth in the

Agreement. Notwithstanding anything to the contrary above, Customer PII is governed by the Data Protection Addendum and not this Section 7.

8. **Data.**

- a. Customer PII. Renaissance shall comply with its privacy and security obligations for Customer PII as set forth in the Data Protection Addendum.
- b. Data Ownership and License. As between Renaissance and Customer, Customer owns the Customer Data. Customer grants Renaissance a non-exclusive, royalty-free, worldwide license to use the Customer Data throughout the Term to perform under the Agreement and as further described in the Data Protection Addendum. As between Renaissance and Customer, Renaissance owns the Renaissance Data. Renaissance Data is not subject to the use or disclosure restrictions of this Agreement that apply to Customer Data.
- c. Prohibited Data. Customer acknowledges and agrees that the Products are intended for academic, educational and assessment purposes. Customer shall not provide to Renaissance any non-academic or non-educational related data such as social security numbers, protected health information, driver's license information, passport or visa numbers, credit card or other financial account numbers, and Renaissance has no obligation to monitor for entry of such data.

9. **Indemnification.**

- a. Renaissance Indemnification. Renaissance shall defend and indemnify Customer and its directors, officers, shareholders, members, employees, agents and representatives against any third-party Claim (including reasonable attorneys' fees) alleging that Customer's use of the Products or Services infringes Intellectual Property Rights, except that Renaissance is not responsible for any third-party Claim arising from: (i) modification of Products or Services by, or directed by, Customer, an Authorized User, or a Person who gained access to the Products or Services through the act or omission of Customer or an Authorized User; (ii) any Third-Party Service; or (iii) Customer's use of the Products or Services in violation of or for purposes not contemplated by the Agreement. If Renaissance has reason to believe that any of its Products or Services may infringe a third party's Intellectual Property Rights, Renaissance may, at its sole expense and option: (i) negotiate a license for Customer's continued access to and use of the Products or Services; (ii) replace or modify the Products or Services with non-infringing Products; or (iii) terminate Customer's access to the Products or Services. The indemnity provided in this section shall be Customer's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
- b. Customer Indemnification. Customer shall defend and indemnify Renaissance, its Affiliates, and the directors, officers, shareholders, members employees, agents and representatives of each of the foregoing, against all Claims (including reasonable attorneys' fees) brought against or incurred by Renaissance: (i) alleging that the combination of a Third-Party Service or configuration provided by Customer when used with the Products, infringes or misappropriates a third party's Intellectual Property Rights, or arising from (ii) Customer's use of the Products in an unlawful manner or in violation of the Agreement, (iii) Customer's use of a Third-Party Service (iv) any breach of Customer's obligations under the Agreement; or (v) the negligence or intentional misconduct of Customer or its Authorized Users, employees contractors, agents or representatives.
- c. Indemnification Procedure. As a condition of the defense and indemnification obligations under Section 9.a or 9.b (as applicable), each party agrees to: (i) promptly notify the other in writing of any third-party Claim for which a party seeks defense or indemnification under these Terms of Service; (ii) provide the defending or indemnifying party sole control of the defense of the Claim; (iii) cooperate at the defending or indemnifying party's expense with reasonable requests in support of the defense Claim; and (iv) refrain from agreeing to or acknowledging liability for the Claim.

10. **Warranties and Liabilities.**

- a. WARRANTIES. RENAISSANCE PROVIDES THE PRODUCTS AND SERVICES "AS IS". RENAISSANCE MAKES NO WARRANTY OR OTHER PROMISE THAT THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT POSSIBLE DEFECTS WILL BE CORRECTED. RENAISSANCE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEED OUTCOME, RESULT OR SUCCESS, OR NON-INFRINGEMENT OR TITLE, OR ANY WARRANTY OR PROMISE ARISING FROM COURSE OF DEALING, USAGE OR PERFORMANCE.
- b. CONSEQUENTIAL, SPECIAL AND SIMILAR DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY EXCEPT AS TO DAMAGES INDEMNIFIED UNDER SECTION 9, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- c. OTHER LIMITS. RENAISSANCE'S LIABILITY UNDER THESE TERMS OF SERVICE: (I) WILL BE LIMITED TO DIRECT DAMAGES, AND DOES NOT INCLUDE ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES; AND (II) WILL NOT EXCEED THE LESSER OF (A) THE FEES, OR (B) \$100,000 AND (C) WITH RESPECT TO SERVICES OR DELIVERABLES, WILL

BE LIMITED TO CORRECTION OF SUCH SERVICES OR DELIVERABLES. IF CORRECTION IS IMPRACTICAL, RENAISSANCE WILL REFUND THE FEES RELATED TO NON-CORRECTABLE SERVICES OR DELIVERABLES ON A *PRO RATA* BASIS.

11. **Miscellaneous.**

- a. **Compliance with Applicable Laws.** Renaissance shall comply with the laws governing it as a provider of the Products and Services. Customer shall comply with the laws governing it as an educational organization or entity or its usage of the Products and Services.
- b. **Entire Agreement.** The Agreement, notwithstanding anything to the contrary in any purchase order, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral. Any amendments or other changes to the Agreement must be made in writing and signed by both parties.
- c. **Severability.** If a provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth in these Terms of Service. Both parties agree to substitute a valid provision most closely approximating the intent of the severed provision.
- d. **Waiver.** No waiver by a party of a right or obligation under the Agreement is binding unless it is stated in writing to the other party. Failure of a party to enforce a breach of an obligation of another party under the Agreement does not limit that party's right to enforce a subsequent or different breach of that obligation.
- e. **Dispute Resolution.** Before prosecuting a Claim, the party asserting the Claim must provide the other party written notice of the Claim and not file a Claim until 60 days after that notice is delivered. During those 60 days, the parties each shall make a good faith effort to resolve the dispute. This sub-Section does not apply to or limit either party's right to seek equitable relief, or Renaissance's right to suspend or terminate Customer's access to or use of the Products under these Terms of Service.
- f. **Limitation of Action.** Any Claim by Customer must be brought within two years after the cause of action arose or such shorter period of time as required by applicable law.
- g. **Governing Law.** For United States-based Customers, the Agreement and all disputes or Claims arising under them are governed and shall be decided under the laws of the state, commonwealth or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's or territory's choice of law rules. For Customers based outside of the United States, all disputes or Claims arising under the Agreement shall be governed and decided under the laws of the State of Wisconsin.
- h. **Notices.** Notices under the Agreement shall be in writing and shall be deemed effective when delivered to the addresses set forth in the Quote (i) in-person, (ii) via the USPS, certified or registered mail, (iii) via reputable courier, addressed to the addresses set forth in the Quote, or (iv) via e-mail, in the case of notice to Renaissance at legal@renaissance.com, and in the case of notice to Customer, to Renaissance's address of record for Customer.
- i. **Assignment.** The Agreement may be assigned only with the prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Renaissance reserves the right to assign the Agreement without restriction to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its or an Affiliate's assets. Upon valid transfer, the Agreement inures to the benefit of, and binds, the successors and assigns of the parties. Any assignment in violation of this Section 11(i) is invalid.
- j. **Relationship of the Parties.** The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation or make any representation or warranty on behalf of the other party. There are no third-party beneficiaries to the Agreement.
- k. **Anti-Corruption.** Customer represents that it has not received or been offered any bribe, kickback or payment, or any gift or thing of value from Renaissance or its employees or agents that violates any law or policy applicable to Customer. Both parties agree to comply with all anti-corruption laws applicable to it.
- l. **Duplicates.** The Agreement may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of the Agreement shall be treated as an original for all purposes.
- m. **Compliance with Export and Sanction Laws and Regulations.** The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. Renaissance and Customer each represent that it is not on any U.S. government denied-party list. Customer shall not permit Authorized User access to any Products or Services in violation of any U.S. export or sanction law or regulation.
- n. **Representations.** Each party represents and warrants that it is duly authorized to enter into the Agreement.
- o. **Equitable Rights.** Each party acknowledges that a breach or threatened breach of Section 6 (Intellectual Property) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy.
- p. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Renaissance); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii)

uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) will; not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of 90 calendar days, either party may elect to terminate the Agreement upon notice to the other party.

EXHIBIT A

Definitions

"Affiliate" of an entity means any entity controlling, controlled by or under common control with that entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity through the ownership of voting securities or other equity.

"Agreement" means these Terms of Service together with any Quote or Statement of Work agreed to by the parties to which these Terms of Service are attached or into which these Terms of Service are incorporated by reference, together with any amendments, modifications, or renewals of such Quote or Statement of Work agreed by the parties in writing.

"Authorized User" means Customer's faculty, staff, administrators, teachers, and students accounted for in the Quote and, if applicable, the parents or legal guardians of those students, in each case who are authorized by Customer to access and use the Products under the strictly limited rights granted to Customer pursuant to the Agreement.

"Claim" means any lawsuit, administrative proceeding, arbitration, or other legal claim for relief.

"Confidential Information" means all technical and non-technical information, including without limitation patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs and software source documents related to the current, future and proposed products and services of each of the parties, and includes without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and marketing plans and information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products, as well as all related Intellectual Property Rights. For the avoidance of doubt, Content includes all original expressions in any media, as well as any derivations of such original expressions.

"Customer" means the school, school district, educational institution or other organization that signed the Quote.

"Customer Data" means: (i) data provided by the Customer in connection with the Products; and (ii) data generated by Authorized Users' use of the Products that is associated with an individual person. The categories of data collected by Products are described in the Categories of Data Collected by Product available at [www.renaissance.com](#). For the avoidance of doubt, Customer Data does not include Deidentified Data or system performance, transactional, or other similar statistics or analytics.

"Data Protection Addendum" means Exhibit D to these Terms of Service and applies to PII based on the location of the applicable individual as set forth in the Data Protection Addendum. Renaissance reserves the right to update Exhibit D in its sole discretion.

"Deidentified Data" means Customer Data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with the Products or Services, as well as all related Intellectual Property Rights.

"Intellectual Property Rights" means patents, patent rights, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations of patents; registered and unregistered trademarks and service marks, trademark and service mark rights, trade names, and domain names; registered and unregistered copyrights; trade secrets and inventions, whether patentable or unpatentable; all other intellectual, industrial, or proprietary rights as now existing or that come into existence; and pending applications for and registrations of any of the foregoing; whether arising under the laws of the United States or laws of any other state, country, or jurisdiction in the world.

"Person" means a person, entity or organization.

"Personally Identifiable Information or PII" is defined in the Data Protection Addendum.

"Premium Hybrid Products" means the paid and free versions of the educational online software products (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) listed on Exhibit C, access to which is being provided to Customer under the Agreement. Renaissance reserves the right to update Exhibit C in its sole discretion.

"Products" means the Premium Hybrid Products and other educational online software products identified in the Quote (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) distributed by Renaissance or one of its Affiliates.

"Quote" means that certain document identified as a sales quote, provided by Renaissance to Customer and accepted by Customer, setting forth certain Products or Services being obtained by Customer from Renaissance for a specified Subscription Period, as well as such other business terms to which the parties agree to be bound, and which expressly incorporates these Terms of Services.

"Recipient" means a party or its Affiliate that receives Confidential Information of the other party.

"Renaissance" means Renaissance Learning, Inc., a Wisconsin corporation.

"Renaissance Data" means the Deidentified Data and the performance, system and operational data created by Renaissance.

"Services" means those professional services identified in the Quote and any other professional, technical or support services that Renaissance provides to Customer as set forth in a Quote or Statement of Work.

"Service Suspension" means the term as described in Section 2(b)(v).

"Subscription Period" means the time during which Customer's Authorized User are authorized under the Agreement to access the Products. The Subscription Period starts and ends on the dates proscribed in the Quote, unless the Agreement is terminated early by either party; then, the Subscription Period ends on the date of termination.

"Term" means the term as described in Section 5(a).

"Terms of Service" means this Terms of Service and License document and all of the exhibits to it, each of which is incorporated and made part of the Terms of Service.

"Third-Party Services" means hardware, software, content, data or services not provided by Renaissance.

"Valid Login Information" means usernames and passwords or other credentials that Customers or Authorized Users use to access the Products.

EXHIBIT B

Additional Terms and Conditions - Services

Customer agrees to the following for any Services ("Training") made available to it either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including, without limitation, a computer, broadband Internet connection and two-way sound for each of Customer's participants.
- b. To participate in a pre-planning meeting with Renaissance (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing Renaissance to tailor the Training content to the specific needs of the participants. Renaissance will focus the Training on learning outcomes agreed to during the pre-planning meeting. Renaissance will also strive to adapt the Training to meet needs raised at the Training.
- c. To absorb actual out-of-pocket travel expenses incurred due to Customer's last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750.
- d. To use any Services within the Subscription Period. Otherwise, Customer risks losing those services, in Renaissance's discretion.
- e. To Renaissance's using third parties to assist with the Services (Renaissance will be responsible for ensuring their integrity and compliance with the Agreement, as well as their compensation and expenses).
- f. To refrain, without Renaissance's written consent, from recording the Training and from copying or sharing any materials or Content.

Exhibit C
Premium Hybrid Products

Freckle

Lalilo

Exhibit D

Data Protection Addendum

Found at <https://doc.renlearn.com/KMNet/R62068.pdf>

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Dr. Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support & Safety

Informational
 Action

AGENDA ITEM: AGREEMENT WITH KEENAN & ASSOCIATES FOR SCHOOL SAFETY TRAININGS

BACKGROUND INFORMATION:

The District would like to provide all staff with school comprehensive safety training through Keenan & Associates:

- Module 1: All staff will participate in August (\$3,482.00)
- Module 2: Will be administered at each site throughout the school year (\$3,482.00 per session/site).

RECOMMENDATION:

Approve the agreement with Keenan & Associates to provide all staff with school comprehensive safety trainings during the 2023-24 school year at a cost not to exceed \$34,820.00 from the General fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 3: School Culture and Student Engagement- Ensure that all students are educated in positive academic environments that are safe, welcoming, and drug-free.

Action 3.4: Review and revise safety plans for district and site needs, as well as to remain compliant with state and county regulations.

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2023-24 Budget?

Requisition #

Yes No

Yes No

NOT TO EXCEED

\$34,820.00

General Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** (“Agreement”) is made and entered into by and between **San Ysidro Unified School District** (“Client”) and **Keenan & Associates** (“Keenan”), as of **May 10, 2023** (“Effective Date”).

RECITALS

- A. Client maintains a liability insurance program (“Insurer”) to protect itself against claims and losses arising out of its day-to-day operations;
- B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.
- C. Client desires Keenan to perform certain loss control services as a complement to its Insurance program; and
- D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

AGREEMENT

The parties agree as follows:

1. **TERM**

The term of this Agreement is from the **Effective Date** through **May 9, 2024** (“Termination Date”).

2. **KEENAN’S RESPONSIBILITIES AND SCOPE OF SERVICES**

- A. Client elects and Keenan shall provide the loss control services (“Services”) described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.
- B. The Services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client’s risk of loss. Keenan does not represent that the Services will identify every potential risk or hazard inherent in Client’s business activities or existing on Client’s premises. We are confident that Keenan’s loss control services will help Client to promote a safer environment, but Keenan does not represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.

- C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.
- D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans.
- F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.
- B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.
- C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.
- D. Keenan's Loss Control services are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or

secure standard inspection, maintenance and repair services for its facilities and equipment, including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- (1) **Workers' Compensation.** Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (2) **Bodily Injury, Death and Property Damage Liability Insurance.** General Liability Insurance (including motor vehicle operation) with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (3) **Professional Liability Insurance.** Professional Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (4) **Cyber Liability/Privacy Insurance.** Cyber Liability Insurance with a Two Million Dollar (\$2,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential

damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. In the event of any dispute arising out of or relating to this Agreement, such dispute shall be resolved by submission to binding arbitration before Judicial Arbitration & Mediation Services ("JAMS") or ADR Services, at the claimant's choice, in Los Angeles County, California, before a retired judge or justice. If the parties are unable to agree on a retired judge or justice, the selected arbitration service (JAMS or ADR Services) will select the arbitrator.
- B. In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- C. The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
 - iv. By the non-breaching party if a breach of this Agreement is not cured within sixty (60) days following receipt of written notice of the breach from the non-breaching party; and

- v. Upon sixty (60) days prior written notice to the other party of its intent not to renew this Agreement.
- B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all Services rendered through the date of termination.

10. **SOLICITATION OF EMPLOYEES**

During the Term, and for a period of twelve (12) months following any termination or expiration of the Agreement, neither party shall solicit the employment or engagement of any employee or agent of the other party that interacted directly with the soliciting party; provided, however, the foregoing provision shall not prevent either party from soliciting for employment or employing an employee who responds to general solicitations or advertisements in periodicals including newspapers and trade publications, so long as such solicitations or advertisements are not specifically directed at the employee(s) of the other party.

11. **PROPRIETARY INTERESTS**

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

- A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.
- B. Keenan and/or its affiliate may provide services for other entities that also provide services to and/or contract with Client's insurance program (e.g., insurers and reinsurers and/or other coverage providers) and to the extent that such services are provided, Keenan will be separately compensated for those services.

- C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

14. CONFIDENTIALITY

- A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term “Confidential Information” includes, without limitation, i) any information or data about a party’s business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Client’s employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party’s Confidential Information except as is necessary for the performance of the Services.
- B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party’s Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.
- C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. GENERAL

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan’s obligation to perform the Services and Client’s responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.

- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
Attn: Legal Department
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501

[Signature Page Follows]

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

<u>San Ysidro Unified School District</u>		<u>Keenan & Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Marilyn Adrianzen	<u>By:</u>	Eric Preston
<u>Title:</u>	CBO	<u>Title:</u>	Sr. Vice President
<u>Address:</u>	4350 Otay Mesa Road	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200
	San Ysidro, CA 92173		Torrance, CA 90501
<u>Telephone:</u>	(619) 428-4476	<u>Telephone:</u>	(310) 212-0363, ext. 2726
<u>Email:</u>	marilyn.adrianzen@ sysdschools.org	<u>Email:</u>	kdimonte@keenan.com
<u>Attention:</u>	Marilyn Adrianzen	<u>Attention:</u>	Kathy DiMonte

EXHIBIT A

Keenan's Services*

Keenan's IMReady will provide Surviving an Active Assailant ("SAA") training to the San Ysidro Unified School District as outlined below, on dates and times to be determined by the Client and Keenan.

Surviving an Active Assailant ("SAA")

The IMReady SAA training empowers your staff with knowledge and tactics that increase their odds of surviving a CMC incident. The training program is comprised of two modules:

Module 1: The overview session, which focuses on the fundamental core concepts of SAA. Concepts covered in SAA training include, but are not limited to the following:

- Run-Hide-Fight
- Developing a Survivor's Mindset
- Recognizing Red Flag Indicators
- Improvised Device Recognition
- Visual Weapons Screening
- Barricade Techniques

Module 2: This workshop builds on the concepts covered in Module 1 and provides an opportunity to exercise techniques in controlled, hands-on scenarios. This Module 2 workshop can be provided concurrently with Module 1 or separated into two separate sessions, depending on staff needs.

SAA instructors are former law enforcement officers and California POST (AICC) instructors. SAA sessions are live and interactive training presented to attendees in their work environment by a subject matter expert.

Attendees gain a basic understanding and awareness of CMC incidents and the knowledge, willpower, and tactics necessary to increase their odds of surviving a CMC incident.

*The goal of Keenan's loss control services is to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of injury, and (iii) provide recommendations and/or suggestions to help mitigate the risks identified. While we are confident that Keenan's loss control services will help you to create a safer environment, we do not suggest that we will be able to identify all risk exposures or that following our recommendations will eliminate all risk of injury or result in improved loss experience.

EXHIBIT B

FEE SUMMARY

Keenan's fee to provide the San Ysidro Unified School District with the above-outlined SAA training session to include an Active Assailant Training Mod I (virtual), and SAA Mod II, is as follows, not to exceed **\$34,820.00**:

Surviving An Active Assailant Incident-Mod 1 (virtual) per session: \$3,482.00

- approximately 1.5 hours per session
- up to two (2) sessions on the same day
- no limitation on the number of attendees per session

Surviving An Active Assailant Incident-Mod II per session: \$3,482.00

- approximately 2.5 hours per session
- up to two (2) sessions on the same day (one morning/one afternoon)
- up to nine (9) in-person training days
- maximum of 40 attendees per session

An invoice will be generated and sent upon completion.

Fee includes:

- ◆ Professional Time
- ◆ Preparation and Scheduling
- ◆ Travel Time
- ◆ Consultation

Payment for Services shall be due upon receipt of Keenan's invoice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late. Interest on any late payment shall accrue, as of the date of Keenan's original invoice, at the rate of 1½ percent per month, or the maximum interest rate permitted by applicable law, whichever is lower. Keenan has the right to suspend performance of its Services if any balance remains unpaid for more than sixty (60) days from the date of the invoice.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Jose Iniguez, Assistant Superintendent of
Admin. Leadership, School Support &
Safety

Informational
 Action

AGENDA ITEM: CHANGE ORDER NO. 1 TO THE CHAMBERS INC. DBA ROOF
CONSTRUCTION AGREEMENT

BACKGROUND INFORMATION:

On November 10, 2022, Chambers Inc. dba, as Roof Construction was awarded Bid No. 22/23-001 for Roofing Projects. During the replacement of the roof on the main District office building, Roof Construction discovered and addressed issues not included in the original scope of work, including replacing existing roof drain covers, fasteners and clearing drain lines.

The original contract was \$1,809,915.00 and this change order will bring it to \$1,813,489 (a difference of \$3,574.00 or 0.197%).

RECOMMENDATION:

Approve/Ratify Change Order No. 1 to the agreement with Chambers Inc. dba Roof Construction to include additional services and materials to complete the roofing project at the District Office Building. The cost implication for this Change Order is \$3,574.00 from the General Obligation Bonds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Goal 7.0 – Provide sufficient, safe, well-maintained, and visually appealing facilities that create an environment for improving student achievement.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

\$3,574.00

(Amount)

General Obligation Bonds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



1563 Sterling Court
 Escondido, CA 92029
 760-738-1050 Fax 760-738-1054

TO: San Ysidro School District
4350 Otay Mesa Rd.
San Diego, CA 92154

Date:	3/28/23	Internal Job #	22-093
Attn:	<u>San Ysidro School District</u>		
RE:	<u>22/23 - 001 SYSD Roofing Project</u>		

Description:

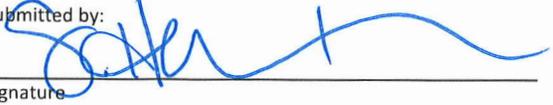
This work includes replacing existing damaged drain ring and drain dome. This work also includes hydro jetting two drains that were clogged prior to start of work. These drains could not be snaked.

Material Cost

UNIT	MATERIAL	UNIT PRICE	TOTAL UNITS	SUB TOTAL	TAX	TOTAL UNITS
EA	Smith Drain Ring	\$ 90.00	x 5	= \$ 450.00	\$ 34.88	\$ 484.88
EA	Smith Drain Dome	\$ 60.00	x 5	= \$ 300.00	\$ 23.25	\$ 323.25
EA	Freight	\$ 150.00	x 1	= \$ 150.00		\$ 150.00
EA	Hydro Jetting	\$ 756.00	x 1	= \$ 756.00		\$ 756.00
				\$ 1,656.00	\$ 58.13	\$ 1,714.13
						\$ 1,714.13

Labor Cost

Description	ROOFING CLASSIFICATION	MAN DAY RATE	MAN DAYS	SUB TOTAL
Roofer	FM	\$ 497.25	1	\$ 497.25
Roofer	JM	\$ 473.32	2	\$ 946.64
				\$ 1,443.89
				\$ 1,443.89
				Total T&M \$ 3,158.02
				GL Ins \$ 68.61
				Bond 1% \$ 31.58
				10% OHP \$ 315.80
				TOTAL TIME & MATERIAL BILLING \$ 3,574.00

Submitted by: 

Sunny Harrington, Estimating
 Name & Title

Date: 3/28/2023

Accepted by: I Recommend that SYSD Accept this C.O.:



Thomas Silva; Tom Silva Consulting. Owner
 Name & Title

Date: 5/1/2023

SYSD Board approved/ratified 05-30-23

 Marilyn Adrianzen, CBO

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

AGENDA ITEM: AGREEMENT WITH DOMINO’S PIZZA

BACKGROUND INFORMATION:

To increase participation and department resources, the Child Nutrition Department recommends Domino’s Pizza as a regular supplier for ready to serve pizza. The vendor will continue servicing our schools for school year 2023-24 with an estimated cost of \$37,000.00 (\$10.00 each pizza) which will be funded through Child Nutrition’s Fund 13. The pizza will meet all the USDA National School Lunch Program requirements

RECOMMENDATION:

Approve the agreement with Domino’s Pizza to provide delivery of ready to serve pizza to all school sites on an “as needed” basis. Cost implications are estimated at \$37,000.00 for 2023-24 school year and will be paid from the Child Nutrition funds.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2023-2024 Budget?

Yes No

Requisition #

\$37,000.00
(Amount)

Child Nutrition Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

PIZZA PURCHASING

The San Ysidro School District (District) and Domino's Pizza (Vendor) located at: **Main Office – 6029 Bristol Parkway, Suite 200, Culver City, CA 90230** agree to the following terms and conditions for the purchase, delivery and marketing of ready-to-eat whole cheese and pepperoni pizzas at the price of \$10.00 per Pizza.

- Pizzas will be delivered as whole Pizzas cut into 8 equal slices
- Whole Pizzas must meet USDA National School Lunch Program requirements which are
 - Crust must be whole-grain rich (at least 50% whole grains and the remaining grains in the product must be enriched.)
 - Each individual slice shall contain 2 oz. of creditable Meat/Meat Alternate and defined by the NSLP
 - Each individual slice shall contain 2 servings of Grains as defined by the NSLP
 - No added artificial trans-fat.
- Pizzas are to be delivered with designated dates and times set by the District's Child Nutrition Program for each site (Exhibit A). Delivery shall be made no later than the designated time. Orders that arrive later than the designated time may be refused at no charge to the District. Vendor's driver shall deliver to the cafeteria or other designated area.
- Produce must be delivered to the kitchen sites at a minimum temperature of 135 degrees Fahrenheit.
- Federal regulations require that to the extent possible only domestic products to be purchased consistent with the "Buy American" provisions of Public Law P.L. 105-336 under the Richard B. Russell National School Lunch Act. This policy will allow for an exemption when an acceptable product is not available domestically, in which case other countries of origin may be considered for purchase. Upon request, Vendor shall provide certification of the origin of food products.
- Vendor shall maintain an "A" rating on their current health permit issued by the San Diego County Department of Environmental Health.
- Vendor shall provide a signed and dated Product Formulation Sheet on company letterhead listing the following information: product name, product code, portion size, total weight and type of creditable meat/meat alternate ingredients; the total weight and variety of alternative protein products (if applicable), the total weight and type of creditable grain ingredients. If submitting alternative protein products as part of the meat/meat alternate component the following information must also be submitted to meet the requirements of 7 CFR Part 210, 220, 225 and 226, documentation that non-protein components have been removed, the Protein Corrected Amino Acid score is greater than .80 and the hydration ratio is greater than 18% when fully hydrated.
- Labels must list the presence of ingredients which contain protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts of soybeans.
- Vendor shall provide a complete nutrient analysis of each of the products offered. The following nutrient information shall be required: weight (gm), calories (Kcal), protein (gm), carbohydrate (gm), fat (gm), saturated fat (gm), trans fat (gm), cholesterol (mg), sodium (mg), fiber (gm), dietary fiber (gm), sugars (gm) vitamin A (IU), vitamin C (mg), calcium (mg) and iron (mg).

TERM: July 1, 2023 through June 30, 2024 on an “as needed” basis. Either District or Vendor can terminate this agreement with a 30-day written notice.

PAYMENT - Vendor shall submit to District an itemized invoice which indicates work completed by Vendor. 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 Vendor within 30-days of receipt of an acceptable invoice from Vendor.

DISTRICT SCHOOL SITES – Exhibit A

SAFETY - Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Vendor 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.

INDEMNIFICATION - To the fullest extent permitted by law, Vendor shall defend (with counsel of District’s choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor its officials, officers, employees, subcontractors, Vendor or agents in connection with the performance of the Vendor Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Vendor obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor, the District, its officials, officers, employees, agents, or volunteers.

INSURANCE – Vendor shall comply with the following insurance provisions:

(1) Time for Compliance. Vendor 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, Vendor shall not allow any employee to commence work until it has provided evidence satisfactory to the District.

(2) Minimum Requirements and Limits. Vendor 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 Vendor, its agents, representatives, and employees. Such insurance shall survive after this agreement as permitted by law.

Minimum Scope of Insurance - Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000 the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. Workers' Compensation (Employer's Insurance if applicable): 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.

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

4. Additional Insured Status – Endorsement: The San Ysidro School District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy and Professional Liability (Errors & Omissions) with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. The additional insured coverage must be provided in the form of an Additional Insured Endorsement to the Vendor's/SubVendor's/ Subcontractors' insurance. If Blanket Endorsement, it must include policy number and insured's name.

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.

ENTIRE AGREEMENT - This Agreement represents the entire understanding of District and Vendor 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.

WARRANTY OF AUTHORITY - Each of the parties signing this Agreement warrants to the other that he or she has the full authority to enter into agreement on behalf of the Party for which his or her signature is made.//

Domino's Pizza

San Ysidro School District

Name:
Title:

Marilyn Adrianzen
Chief Business Official

Date:

Date:

Tel.#

Board Approved:

Email:

EXHIBIT A

SAN YSIDRO SCHOOL DISTRICT SCHOOL SITES

LA MIRADA ELEMENTARY
222 Avenida de la Madrid
San Ysidro, CA 92173
(619) 428-4424

OCEAN VIEW HILLS SCHOOL
4919 Del Sol Blvd.
San Diego, CA 92154
(619) 661-0457

SMYTHE ELEMENTARY
1880 Smythe Avenue
San Ysidro, CA 92173
(619) 428-4447

SUNSET ELEMENTARY
3825 Sunset Lane
San Ysidro, CA 92173
(619) 428-1148

WILLOW ELEMENTARY SCHOOL
226 Willow Road
San Ysidro, CA 92173
(619) 428-2231

SAN YSIDRO MIDDLE SCHOOL
4345 Otay Mesa Road
San Ysidro, Ca 92173
(619) 428-5551

VISTA DEL MAR MIDDLE SCHOOL
4885 Del Sol Blvd.
San Diego, CA 92154
(619) 661-6753

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: PURCHASE OF TECHNOLOGY EQUIPMENT FROM BLUUM USA INC.
VIA THE NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM

BACKGROUND INFORMATION:

The District currently has older SMART Technologies brand interactive white boards in classrooms throughout the District. All of the District's current SMART Boards are end of life and need to be replaced over time with newer LCD technology.

Bluum, formally known as Troxell Communications Inc., is a technology vendor who specializes in sales of educational technologies such as LED touch screens. The District requested pricing for 36 SMART Boards for Vista Del Mar and 1 for the District Office. The request included mobile carts stands, Lumio software, document cameras and extended warranties. Three vendors responded to our request as listed below.

The District recommends purchasing this equipment through Bluum who was awarded a bid through the North County Educational Purchasing Consortium Bid No. 2022-2023 with a contract period of 01-01-2023 to 12-31-2023. The District is an associate member of this Consortium.

	BLUUM	BDJ Tech	Golden Star Technology (GST)
VISTA DEL MAR	\$219,443.16	\$224,164.80	\$254,416.83
BOARD ROOM	\$7,085.71	\$7,097.85	\$8,778.04
Total	\$226,528.87	\$231,262.65	\$263,194.87

RECOMMENDATION:

Approve the purchase of SMART Technology equipment from Bluum USA Inc. through the North County Educational Purchasing Consortium Bid No. 2022-2023 at a cost of \$226,528.87. Cost implications will be paid from the General Obligations Bond fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

\$226,528.87

(Amount)

G.O. Bond Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No



Quote

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
 4675 E. Cotton Center Blvd
 Suite 155
 Phoenix AZ 85040
 www.bluum.com

#265865

04/04/2023

Bill To
 141060 San Ysidro School District
 4350 OTAY MESA RD
 SAN YSIDRO CA 92173

Ship To
 San Ysidro School District
 4350 Otay Mesa Rd
 San Ysidro CA 92173

Memo:
 NCEPC AV Bid 2022-2023

Expires	Sales Rep	Contract	Terms
07/03/2023	839 Manuel Martinez		Net 30

Qty	Item	MFG	Price	Ext. Price
32	SBID-MX286-V3 SMART Board MX086-V3 interactive display Includes: Wall Mount, SMART iQ, purpose-designed K-12 Android based experience, SMART Ink, desktop annotation software and SMART Notebook basic version, interactive lesson software. NOTE: Lumio software must be purchased separately if desired.	SMART	\$4,032.22	\$129,031.04
32	EOW2-SBID-86 2 Year SMART Assure warranty extension with RM for SMART Board 86" interactive displays	SMART	\$345.56	\$11,057.92
32	LUM-SW-5 Lumio by SMART - 5 year subscription	SMART	\$127.78	\$4,088.96
4	SBID-MX275-V4 SMART Board MX075-V4 interactive display with iQ	SMART	\$2,998.88	\$11,995.52
4	EOW2-SBID-75 2 Year SMART Assure warranty extension with RM for SMART Board 75" interactive displays	SMART	\$265.56	\$1,062.24
4	LUM-SW-5 Lumio by SMART - 5 year subscription	SMART	\$127.78	\$511.12
36	FS-SBID-200 SMART HD mobile stand for Interactive Display Panels	SMART	\$438.89	\$15,800.04
16	SDC-650 SMART Document Camera 650	SMART	\$594.44	\$9,511.04
36	Subcontractor Installation Integrated Technologies Group - Unpacking of 36 Panels and Mobile Stands. Assembly of Mobile Stands. Mount Panels on Mobile Stands. Removal of packaging and boxes offsite.	Bluum	\$400.00	\$14,400.00

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**



265865



Quote

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

#265865

04/04/2023

Subtotal	\$197,457.88
Tax Total (7.75%)	\$13,545.28
Shipping Cost	\$8,440.00
Total	\$219,443.16

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.



265865



Quote

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
 4675 E. Cotton Center Blvd
 Suite 155
 Phoenix AZ 85040
 www.bluum.com

#266047

04/04/2023

Bill To
 141060 San Ysidro School District
 4350 OTAY MESA RD
 SAN YSIDRO CA 92173

Ship To
 San Ysidro School District
 4350 Otay Mesa Rd
 San Ysidro CA 92173

Memo:
 NCEPC AV Bid 2022-2023

Expires	Sales Rep	Contract	Terms
07/03/2023	839 Manuel Martinez		Net 30

Qty	Item	MFG	Price	Ext. Price
1	SBID-MX286-V3 SMART Board MX086-V3 interactive display Includes: Wall Mount, SMART iQ, purpose-designed K-12 Android based experience, SMART Ink, desktop annotation software and SMART Notebook basic version, interactive lesson software. NOTE: Lumio software must be purchased separately if desired.	SMART	\$4,032.22	\$4,032.22
1	EOW2-SBID-86 2 Year SMART Assure warranty extension with RM for SMART Board 86" interactive displays	SMART	\$345.56	\$345.56
1	LUM-SW-5 Lumio by SMART - 5 year subscription	SMART	\$127.78	\$127.78
1	FS-SBID-200 SMART HD mobile stand for Interactive Display Panels	SMART	\$438.89	\$438.89
1	SDC-650 SMART Document Camera 650	SMART	\$594.44	\$594.44
1	Subcontractor Installation Integrated Technologies Group - Unpacking of 36 Panels and Mobile Stands. Assembly of Mobile Stands. Mount Panels on Mobile Stands. Removal of packaging and boxes offsite.	Bluum	\$400.00	\$400.00

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	\$5,938.89
Tax Total (7.75%)	\$446.82
Shipping Cost	\$700.00
Total	\$7,085.71



266047



Quote

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

#266047

04/04/2023

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions

If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.

Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.

Returns require an authorization number and must be made within 30 days.

Custom orders and "Consumables", such as projector lamps, may not be returned.

Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.

Restocking fees varying depending on the product line, expect a minimum charge of 25%.



266047

SOUTH COUNTY SELPA Equity, Disproportionality, and Design (ED&D) Team

SERVICE AGREEMENT BETWEEN SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS AND SAN YSIDRO SCHOOL DISTRICT

This Agreement is made and entered into by the San Ysidro School District, hereinafter referred to as **DISTRICT**, and San Diego County Superintendent of Schools, South County SELPA, hereinafter referred to as **SELPA**.

PURPOSE & SCOPE

SELPA has provided technical assistance as a part of the Statewide Systems of Support, over the past 5 years through the Equity, Disproportionality, and Design (ED&D) project. The proposed partnership provides continued support for DISTRICT in creating a coherent system of high-quality teaching and learning focusing on equitable outcomes for students. As a trusted partner, SELPA will provide technical assistance support in the following areas: Multi-Tiered System of Supports (MTSS) support to include academics, Data Literacy, Supplemental Differentiated Assistance (DA) and Compliance and Improvement Monitoring (CIM).

SELPA will assist DISTRICT to design and develop strategic directions, plans, and systems that improve student achievement, engagement, and outcomes through professional learning, consultation, technical assistance, coaching, and support.

II. DISTRICT RESPONSIBILITIES UNDER THIS AGREEMENT

DISTRICT shall undertake the following activities:

- Participate in regularly scheduled meetings to coordinate and monitor progress and determine next steps toward building and strengthening district systems that support equitable outcomes for students.
- Ensure designated DISTRICT staff participate in professional development learning, coaching sessions, technical assistance and/or learning walk-throughs as appropriate.
- Identify and commit staff to participate in the co-planning of professional learning to build leadership capacity and support.
- Communicate district focus and ongoing progress with district stakeholders.
- Utilize iTAAP dashboard for the purposes of data literacy.

III. SELPA RESPONSIBILITIES UNDER THIS AGREEMENT

SELPA agrees to undertake the following activities:

- Support coordination and planning to improve student achievement, engagement, and outcomes through professional learning and support.
- Collaborate with district leadership as a thought partner, including consultation and support. Support will be mutually determined, but may include professional learning sessions, technical assistance, coaching, and/or program/site walk throughs.
- Provide follow-up embedded coaching support for site principals in service of professional learning application, aligned with district instructional focus and site/district goals.
- Provide access and onboarding support of data literacy tools, such as iTAAP and EDDS to support real-time monitoring of Dashboard and CIM Indicators.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. Agreement Terms and Conditions

- A. The Term of Agreement shall be for the 2023-2024 school year, ending June 30, 2024.
- B. DISTRICT agrees to pay SELPA the following amount:
 - 1. Dates of Service, July 1 – June 30, 2024
 - 2. Amount: Refer to Appendix A
- C. The amount due for services provided to DISTRICT under the terms of this agreement will be billed to the DISTRICT from SELPA.
- D. Fees contracted shall include:
 - i. Bimonthly meetings
 - ii. Consultation
 - iii. Collaborative thought partnering with district leadership and designated staff, for professional learning.
 - iv. Coaching with district leadership and designated staff (see attached)
 - v. Site Visits as applicable (PBIS)
 - vi. Access to data literacy tools (iTAAP, EDDS)
 - vii. Technical Assistance (TA)

2. Cancellation of Agreement

- A. This Agreement may be cancelled prior to June 30, 2024, upon mutual written agreement between DISTRICT and SELPA. In the event of cancellation of this Agreement, payment of fees for services provided will be immediately due and payable to SELPA.
- B. This is a joint venture. The parties understand that each of the parties and its employees, agents, officers, and associates are an independent contractor and not an employee, agent, officer, or associate of the other party. Funds will be used for administrative costs. Neither party will provide fringe benefits, including health insurance, holidays, paid vacation, workers compensation or any other employee benefit, for the benefit of the other party or its employees, agents, officers, and associates.
- C. Each party hereby agrees to indemnify, defend and hold the other party, including its officers, agents and employees, harmless from any claim, demand, loss, claim, or damage (including attorney fees) to the indemnified party, or to other persons or property arising out of this Agreement, or the services to be performed hereunder, to the extent that the claim, demand, loss, claim or damage is caused by the indemnifying party's breach of any obligation contained in this Agreement or the

intentional or negligent act of the indemnifying party or its officers, agents, and/or employees. This indemnity shall survive termination of this Agreement.

TOBACCO-FREE FACILITY

SELPA is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of SELPA property.

GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the San Diego County Superintendent of Schools or designee, the Assistant Superintendent of Business Services.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

[SIGNATURE PAGE FOLLOWS]

**SELPA AND SAN YSIDRO SCHOOL DISTRICT
CONTACT INFORMATION**

Russell Y. Coronado
Executive Director
South County SELPA
680 L. Ste. E
Chula Vista, CA 91911
Phone: 619-470-5252
Manager Email: rcoronado@sdcoe.net

Russell Little
Asst. Supt., Education Lead & Pupil Services
San Ysidro School District
4350 Otay Mesa Road
San Ysidro, CA 92173
(619) 428-4476 x3027
russell.little@syzdschools.org

V. EFFECTIVE DATE AND SIGNATURE

This Agreement shall be in force from July 1, 2023 to June 30, 2024. **SELPA and DISTRICT** indicate agreement to this Agreement by their signatures.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

San Diego County Superintendent of Schools

San Ysidro School District

Signature

Michael Simonson

Deputy Superintendent of Business Services

Name/Title

District Administrator's Signature

Marilyn Adrianzen, Chief Business Official

Name/Title

Date

Date

Board approved: 05-30-23



Appendix A

Initial Proposed Project Scope

Client: San Ysidro School District (Draft Proposal)

Scope of Services

July 2023-June 2024

1. Provide six (6) hours of pre-planning consultation with identified members of the DISTRICT Leadership Team to include empathy interviews with staff.
2. Provide four (4), full-day (6 hours) (total 24 hours, can be broken up into different time blocks), in-person and/or virtual professional development sessions focused on Inclusive Practices through a Multi- Tiered Systems of Supports (MTSS) model with additional details to be determined.
3. Provide eight (8), two hour, coaching sessions in-person/virtual format. One coaching session will be scheduled for each month of the contract.
4. Provide four (4), one hour, pre-workshop check-in meetings, in-person/virtual format.
5. Provide six (6) hours of in-person/virtual professional development to school support staff (paraprofessionals, etc.)

Deliverables

- 30 hours of content training (In-person/virtual)
- 16 hours of coaching (in-person/virtual)
- 10 hours of consultation with team (in-person/virtual)
- 30 hours of site visit feedback/coaching
- 60 hours of ED&D Team planning
- Total = 146 hours

Tasks and Timeline (2023-2024)

These time estimates are based on general training times. South County SELPA will work with DISTRICT to select days and flexible training times that accommodate school.

Example:

Component	Estimated Time	Service Type
Pre Planning Focus	6 hours	Consultation
ED&D Team Planning	60 hours	Planning
Pre-Workshop check-in	1.0 hour	Consultation

Day 1 Session	6.0 hours	Training
Coaching session	2.0 hour	Coaching
Coaching Session	2.0 hour	Coaching
Pre-Workshop check-in	1.0 hour	Consultation
Day 2 Session	6.0 hours	Training
Coaching session	2.0 hour	Coaching
Coaching Session	2.0 hour	Coaching
Pre-Workshop check-in	1.0 hour	Consultation
Day 3 Session	6.0 hours	Training
Coaching Session	2.0 hour	Coaching
Coaching session	2.0 hour	Coaching
Pre-Workshop check-in	1.0 hour	Consultation
Day 4 Session	6.0 hours	Training
Coaching Session	2.0 hour	Coaching
Coaching Session	2.0 hour	Coaching
Support Staff PD	6.0 hours	Training
3 Learning walks on campus	6.0 hours (2 hours each) per site = 30 hours (5 sites)	Consultation/Feedback Coaching

	Total Hours	Total Days	Fees
Deliverables	146	18	\$42,200
		ITAAP*	\$ 7,800
		TOTAL AMOUNT:	\$50,000

**One time onboarding fee included \$7,800.*

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Special Education Department
Oscar Madera, Director

Informational
 Action

AGENDA ITEM: SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH STEPPING STONES GROUP FOR 2022-2023 SCHOOL YEAR (AMENDMENT)

BACKGROUND INFORMATION:

Children who are identified as having language-processing disorder may benefit from language therapy. Therapy can be provided to help improve children who have word finding difficulty, language processing disorder or delay, phonological awareness deficits, verbal problem-solving weaknesses, listening comprehension difficulty and such.

On October 20, 2022, the Governing Board approved the contract with Stepping Stones Group to provide speech services to students with special needs during 2022-2023 school year. The contract has been amended to reflect a new service rate:

- Change in cost: Due to a shortage of speech services, the district is requesting to increase the rate per hour of speech therapist to \$100.00/hr to encourage more therapists to work and stay with the district. All other terms and conditions from the original agreement dated October 20, 2022 remain the same.

RECOMMENDATION:

Approve/Ratify the amendment to the 2022-23 San Diego County Nonpublic Master Contract with Stepping Stones Group to increase the speech services hourly rate to \$100.00. Cost implications will be paid from the Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal #1

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2022-2023 Budget?

Yes No

Requisition #

TBD
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No

2022-2023
Nonpublic
Master Contract

Appendix B: Agencies

REVISED

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

Index of Provisions

Contract Section	Page Number
SECTION 1: EDUCATIONAL PROGRAM	
1.1 Admission/Enrollment Procedure	1
1.2 Supplies and Equipment	1
1.3 Calendar	1
1.4 Parent Visits/Communication	1
a. Visits	1
b. Communication	1
1.5 Ownership	2
1.6 Staff Absences	2
SECTION 2: ATTENDANCE	2
SECTION 3: SAFETY	
3.1 Safe and Appropriate Environment	2
SECTION 4: FINANCIAL	
4.1 Full-Time Equivalency Basis	3
4.2 Rate Schedule for Contract Year	3
SECTION 5: APPROVALS	
SIGNATURE PAGE	6

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

NONPUBLIC MASTER CONTRACT
Appendix B: Agencies

SECTION 1: EDUCATIONAL PROGRAM

1.1 ADMISSION/ENROLLMENT PROCEDURES

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP, and facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, the CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of enrollment of the pupil in accordance with Section 24 (Notices) of this contract within ten (10) working days of receipt of the referral.

1.2 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment required for the general program provided by the CONTRACTOR. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR'S general program, the LEA shall provide them unless otherwise specified in the Individual Services Agreement. The LEA shall provide the low incidence equipment assigned to the pupil through the IEP/IFSP unless the CONTRACTOR specifically agrees in the Individual Services Agreement to provide the low incidence equipment. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA and supplies and/or equipment purchased and/or provided by the CONTRACTOR remain the property of the CONTRACTOR, if not specifically reimbursed by the LEA for that specific supply or equipment. If the CONTRACTOR provides DIS and/or related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

1.3 CALENDAR

The CONTRACTOR shall only provide designated instruction and services during the period of the pupil's regular or extended school year program, or both, at the location designated by the IEP, unless otherwise specified by the pupil's IEP/IFSP. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR'S official calendar. Make-up sessions may be scheduled for other days of school vacations.

1.4 PARENT VISITS/COMMUNICATION

- a. The CONTRACTOR shall provide for reasonable parental visits to all of the agency facilities including, but not limited to, the instructional setting attended by pupils and recreational activity areas. The CONTRACTOR shall notify case manager or other authorized LEA representative of all planned parental visits, and provide opportunity for case manager or other LEA representative to attend visit. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.
- b. All communication between the CONTRACTOR and Parent regarding programmatic decisions must include case manager or other authorized IEP team member, unless authorized by LEA representative or case manager, regarding program recommendations.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

1.5 OWNERSHIP

All activity plans, token systems, reinforce systems or inventories, visual schedules, data, drills, progress reports, quarterly reports, behavior intervention plans, behavior support plans, behavior graphs, pupil assessment results, and program materials created specifically for individual pupils by the CONTRACTOR under this Master Contract shall be the joint property of the CONTRACTOR and LEA.

1.6 STAFF ABSENCES

When a provider is absent, CONTRACTOR shall provide appropriate coverage in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request. As appropriate, the CONTRACTOR and the LEA may make arrangements for make-up sessions, usually within thirty (30) days, at a mutually convenient time and location if appropriate staff is not available to provide coverage for staff absences.

The CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual pupil's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

SECTION 2: ATTENDANCE

The CONTRACTOR shall keep original records of services provided to each pupil in a register, report or record with the pupil's absences clearly indicated. The CONTRACTOR shall file the signed copies of such service logs with monthly invoices to the LEA within thirty (30) days of the close of the school month. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 24 (Notices) of the Nonpublic Master Contract. The CONTRACTOR is responsible for verifying accuracy of the service logs and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. A unit of service for payment purposes is one session as specified in the pupil's IEP/IFSP.

If a CONTRACTOR attempts to provide services for five (5) consecutive days or sessions, and the pupil is not available for the service, the CONTRACTOR may suspend the Individual Services Agreement and notify the LEA of the need to convene a meeting of the IEP/IFSP team to attempt to resolve the problem. If a pupil's absences exceed more than ten (10) unreimbursed days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 24 (Notices) of this contract. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the pupil.

SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

If nonpublic agency services are not provided on a school site, the CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. The CONTRACTOR shall comply with applicable law with respect to the structural specifications of the facilities in which it provides services. The CONTRACTOR shall comply with all applicable local, county, and/or state ordinances and statutes relating to fire, health, sanitation and building safety. If services are provided at a school site, the CONTRACTOR shall participate in the regularly scheduled fire, earthquake, and disaster drills as appropriate.

When the IEP specifies that NPA services are to be provided in the pupil's home, the parent/guardian or another adult caregiver designated by the parent shall be present in the home while the services are delivered.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 4: FINANCIAL

4.1 FULL-TIME EQUIVALENCY BASIS

Notwithstanding the requirements of Section 3.1 (Individual Services Agreement) of the Master Contract, when the CONTRACTOR provides services on a full-time equivalency basis (as opposed to a per pupil basis), the LEA shall maintain a list or lists of individual pupils that CONTRACTOR serves on this basis.

4.2 RATE SCHEDULE FOR CONTRACT YEAR

CONTRACTOR: The Stepping Stones Group LLC

CONTRACTOR NPA ID NUMBER: 9900045

Education service(s) offered by the CONTRACTOR, and the charges for such service(s) during the term of this contract, shall be as follows:

<u>RELATED SERVICES</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u>100.00</u>	<u>hr</u>
<u>Language and Speech (415) - Licensed SLP-A</u>	<u>63.86</u>	<u>hr</u>
<u>Language and Speech (415) – Speech Therapy Aide</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u>46.20</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u>58.10</u>	<u>hr</u>
<u>Health and Nursing: Specialized Physical Health Care CRN (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services LVN (436)</u>	<u>46.20</u>	<u>hr</u>
<u>Health and Nursing: Other Services RN (436)</u>	<u>58.10</u>	<u>hr</u>
<u>Health and Nursing: Other Services CRN (436)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services Health Aide/CNA (436)</u>	<u>30.25</u>	<u>hr</u>
<u>Assistive Technology Services – Credentialed (445)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services - Classified (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450) – Certified OT Assistant</u>	<u> </u>	<u> </u>
<u>Physical Therapy (460)</u>	<u> </u>	<u> </u>

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

Physical Therapy – Licensed PT Assistant (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)	85.61	hr
Psychological Services (530)		
Behavior Intervention Services (535) – BI Design		
Behavior Intervention Services (535) – BI Implementation	85.00	hr
Behavior Intervention Services (535) – BII (AIDE)		
Behavior Intervention Services (535) – BII (RBT)	60.00	hr
Behavior Intervention Services (535) – Supervision		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other Services (900) - Music Therapy		
Other Services (900) - Vision Therapy		
Other Service (900)		
Transportation – Emergency		
Bus Passes		

NOTES: the slp rate has been amended to increase to \$100 from the original rate of \$85.61.

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX B: AGENCIES
2022-2023

SECTION 5: APPROVALS

CONTRACTOR
Nonpublic Agency

Authorized Representative Signature

Richard Clark, Account Executive
(Type) Name and Title

DATE: _____

LEA
Local Educational Agency

Authorized Representative Signature

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

DATE: _____

LEA Board Approval

DATE: 04-12-23

Board approve/ratify: 05-16-23

Grant Award Notification

GRANTEE NAME AND ADDRESS Gina Potter, Superintendent San Ysidro Elementary 4350 Otay Mesa Road San Ysidro, CA 92173-1617	CDE GRANT NUMBER			
	FY	PCA	Vendor Number	Suffix
	2022	25568	68379	00
Attention Gina Potter, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Accounting Office, Grant Funds	Resource Code	Revenue Object Code	37	
Telephone (619) 428-4476	6331	8590	INDEX	

Name of Grant Program
 California Community Schools Partnership Program: Planning Grant, Cohort 2 0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$200,000	N/A	\$200,000	N/A	06/01/2023	06/30/2025

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
N/A	N/A	N/A	N/A

San Ysidro Elementary has been funded for the California Community Schools Partnership Program (CCSPP) Planning Grant.

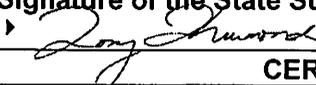
This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Lisa Reimers, Education Programs Consultant
 Career and College Transition Division
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Lisa Reimers	Job Title Education Programs Consultant
---	---

E-mail Address CCSPP@cde.ca.gov	Telephone 916-322-1762
---	----------------------------------

Signature of the State Superintendent of Public Instruction or Designee 	Date April 27, 2023
---	-------------------------------

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
---	--------------

E-mail Address	Telephone
-----------------------	------------------

Signature 	Date
---	-------------

Grant Award Notification (continued)

The following grant conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. No extensions of this grant will be allowed.
3. The grantee will support the planning of new community schools in accordance with the CCSPP application that was submitted by the grantee. The purpose of this program is to help build the capacity of local educational agencies (LEAs) to implement a community schools model at one or more school sites. The AO-400 is in accordance with the provisions of California *Education Code* (EC) sections 8900 through 8902 and the Community Schools Framework. These funds may not supplant current costs. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds, including (but not limited to) the EC.
4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.
5. Scheduled payments of grant funds will be as follows:
 - The first payment of 90 percent of the grant funds will be released upon completion and return of the AO-400. Please allow approximately five weeks for processing.
 - The final 10 percent (or portion thereof) of the entire grant budget may be withheld pending receipt and approval by the Community Schools Office (CSO) of the required End of Project Report that is due no later than June 30, 2024. The End of Project Report includes student and school data, including data obtained from a needs assessment and asset mapping, and a community schools implementation plan and sustainability plan.
6. General Assurances are hereby incorporated by reference. The CDE has agreed to accept the assurances currently provided in the LEA's Consolidated Application. The CDE will verify if the agency has submitted the required certifications and assurances.
7. The grantee agrees to submit all required deliverables no later than the due dates set forth in the Request for Applications. Late submissions will delay progress payments. All required reports must be approved by the CSO before progress payments will be made. Failure to submit the required deliverables by the established due dates may jeopardize LEA funding. Late or non-submission of the required deliverables may result in termination of the grant with the CDE and billing for any funds given to the LEA in advance. Failure to submit required deliverables may also jeopardize future eligibility for grant funding.
8. Under authority of the CDE, if the LEA is identified as noncompliant, special conditions may be imposed. The State Superintendent of Public Instruction may authorize the CDE to withhold partial or total funding. LEAs with sanctions will receive notification of special conditions. No payments will be released to LEAs with special conditions until the CDE receives written notification from the LEA agreeing to the special conditions.

If there are any questions regarding the CCSPP grant requirements, please email CCSPP@cde.ca.gov.

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD AGENDA

TO: Governing Board

BOARD MEETING DATE: May 30, 2023

VIA: Gina A. Potter, Ed.D.
Superintendent

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH VECTOR RESOURCES INC. FOR SERVER LICENSES

BACKGROUND INFORMATION:

Over time servers and data storage infrastructure age and need to be replaced to ensure they continue to operate efficiently, securely and with limited downtime. Currently the District’s servers and Storage Area Network (SAN) are almost seven years old, end of life and require a full replacement. The first step in this project is to upgrade the District’s servers to the latest Microsoft Windows Server 2022 operating system. The second step is to eventually purchase and replace the various hardware components at a later time.

This agreement with Vector is part of step one by purchasing the required operating system licenses from Microsoft. In addition, Vector will install the purchased licenses on our servers with professional services labor costs to be covered under our already existing management service contract.

Vector is “one of Southern California’s premier technology and managed IT services companies, designs, builds and maintains data, voice, and video networks.” The District currently has a managed services contract with Vector to support and assist with administering and securing the District’s data network and hardware.

Two vendors responded to our request for pricing as listed below.

	VectorUSA	SHI	CDWG
Microsoft Server 2022 Datacenter Licensing	\$26,999.99	\$27,159.20	Did Not Respond

RECOMMENDATION:

Approve the agreement with Vector Resources Inc. dba VectorUSA for Microsoft Windows Server 2022 Datacenter licenses at a cost of \$26,999.99 from the General Obligations Bond fund.

LCAP GOAL AND ACTION/SERVICE:

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2022-2023 Budget?

Requisition #

Yes No

Yes No

\$26,999.99

(Amount)

G.O. Bond Fund

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Sales Tax: Sales Tax shall be calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract..

Price Guarantee: Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 30 days unless otherwise specified. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal and / or change order.

Lead Time Disclaimer: Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance

Indemnification: The Parties agree to hold each other, their employees, officers, directors, affiliates, and agents harmless from and to defend and indemnify each other from and against any and all claims, actions, disputes, fines, penalties, liquidated damages, reasonable legal costs, or other loss or liability arising from the negligent acts or omissions of the Party, its employees, officers, directors, affiliates and agents under this Agreement. .

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Materials:	\$26,999.99
Labor:	
Tax:	
Job Total	\$26,999.99

Prepared For San Ysidro School District

Prepared By Kyle Messinger

Customer Signature _____

VectorUSA Signature _____

Printed Name Marilyn Adrianzen, CBO

Printed Name _____

Date _____

Date _____

Board approved: