

San Ysidro School District Governing Board

AGENDA

Thursday
February 10, 2022
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.

**Sunset School
Auditorium
3825 Sunset Lane
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, JANUARY 27, 2022
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, January 27, 2022, and conducted its business meeting at **Vista Del Mar Middle School - Auditorium, 4885 Del Sol Blvd, San Diego, CA 92154**. 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 R. Lopez Time: 5:00 p.m.
2. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice President
Mrs. Irene Lopez, Board Clerk - *Absent due to illness*
Mr. Humberto Gurmilan, Member
Mr. Antonio Martinez, Member

Moment of Silence for Ignacia Gonzalez

3. AGENDA

The Board approved the agenda with the following correction:

- 1) Consent Calendar Item 13E.7 - Amendment No. 2 to the Michael Baker International Agreement for Mitigation Compliance Services. Changed the amount from \$52,000.00 to \$54,500.00.

Motion: Gurmilan 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.

Board Vice President Pallasigue made a motion to recess to Closed Session, seconded by Board Member Martinez. The vote was 4-0.

5. GOVERNING BOARD – RECESSED to CLOSED SESSION at 5:03 p.m. in accordance with section 54954.5 regarding:

5.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Potter)

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:
No. of cases: 1

5.2 PURSUANT TO GOVERNMENT CODE §54957

Public Employee Employment
Title: Principal

5.3 GOVERNMENT CODE SECTION 54957 (Heath)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

5.4 GOVERNMENT CODE SECTION 54957.6 (Heath)

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: Glenn Heath, Sub Executive Director of Human Resources
Employee Organizations:

San Ysidro Education Association/CTA
California School Employees Association, Chapter 154

Unrepresented:

Administrators, Classified Management, Confidential/Supervisory

RECONVENED into OPEN SESSION at 6:20 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 R. Lopez Time: 6:20 p.m.

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

Board Members Present:

Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice President
Mrs. Irene Lopez, Board Clerk - *Absent due to illness*
Mr. Humberto Gurmilan, Member
Mr. Antonio Martinez, Member

8. FLAG SALUTE by Veronica Medina, Student & Family Services Manager

9. 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.

There were no public comments.

10. ITEMS FROM THE BOARD & SUPERINTENDENT

Board Member Martinez, Commented: 1) Thanked Principal Cevallos for hosting the board meeting. 2) Safety is the priority moving forward, especially for the students. 3) Would like a Music, Theater and Dance Program for our middle school students. 4) Wished everyone a Happy New Year!

Board Member Gurmilan, Commented: 1) Welcomed everyone and thanked Principal Cevallos and staff for hosting the board meeting. 2) His deepest condolences to the family and friends of Ignacia Gonzalez. 3) Board President Rudy Lopez was successful in requesting Little Libraries for our district from Supervisor Nora Vargas. We will have Little Libraries at all of our sites in the near future. 4) Thanked staff for working hard to keep our schools open and students safe. 5) Reminded everyone to get their free COVID testing kits in the mail through the federal online ordering portal.

Board Vice President Pallasigue, Commented: 1) Acknowledged the life of Ms. Gonzalez, Vista Del Mar Middle School colleague, and acknowledged Principal Cevallos and staff for hosting the board meeting during this difficult week. 2) Appreciates the care for students and staff at Vista Del Mar Middle School. 3) Appreciates district staff for being available for rapid COVID testing.

Board President Rudy Lopez, Commented: 1) Thanked Veronica Medina for coordinating the Military Families Program. Announced that Ocean View Hills School was named one of thirty-one schools in California in the Inaugural California Purple Star Schools for their excellence in providing support to military students and their families. 2) Thanked Dr. Farkas, his team and classified employees for the distribution of COVID tests. 3) Thanked staff for testing employees and students for a safe return to classes this month.

Superintendent Potter, Commented: 1) Wished everyone a Happy New Year! 2) Thanked staff for working hard to safely keep our schools open. 3) On behalf of the district, our deepest condolences to the family of Ignacia Gonzalez. 4) The State Superintendent of Public Instruction, Tony Thurmond, announced that Ocean View Hills School was one of thirty-one schools designated as a California Purple Star School. Thanked Veronica Medina for working hard to spotlight our Military Program.

11. CONFERENCE SESSION**Reports/Presentations**

11.1 Governor's 2022-23 Proposed Budget Overview - Presented by Chief Business Official, Marilyn Adrianzen

12. GENERAL ADMINISTRATION**12.1 MINUTES**

The Board approved the minutes of the Organizational Meeting of December 10, 2021.

Motion: Martinez Second: Pallasigue Vote: 4-0

12.2 RESOLUTION NO. 21/22-0022 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361 (Potter)

The Board approved Resolution No. 21/22-0022 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

Motion: Pallasigue Second: Martinez Vote: 4-0

- 12.3 AWARD RFP NO. 21/22-003 AND APPROVE THE LETTER OF INTENT WITH B.R. BUILDING RESOURCES COMPANY FOR THE CALSHAPE GRANT APPLICATIONS AND ENERGY PROGRAM IMPLEMENTATION SERVICES** (Adrianzen/Azevedo)
The Board awarded RFP No. 21-22-003 and approved the Letter of Intent with B.R. Building Resources to assist with the submission of the CalSHAPE grant applications and provide energy program implementation services.

Motion: Martinez Second: Gurmilan Vote: 4-0

- 12.4 RESOLUTION NO. 21/22-0023 CALSHAPE PROGRAM GRANT ACCEPTANCE AND AGREEMENT WITH CALIFORNIA ENERGY COMMISSION** (Adrianzen)
The Board adopted Resolution No. 21/22-0023 and approved the agreement with the California Energy Commission for the California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) Program grant award acceptance of \$464,742.00.

Motion: Martinez Second: Gurmilan Vote: 4-0

- 12.5 APPOINTMENT OF MEMBER TO THE CITIZENS BOND OVERSIGHT COMMITTEE** (Adrianzen)
The Board approved the appointment of Mr. Kenneth Johnson to the Citizens' Bond Oversight Committee to serve from January 2022 - 2024 representing the Community Member at Large group.

Motion: Gurmilan Second: R. Lopez Vote: 4-0

- 12.6 LONG TERM MANAGEMENT PLAN FOR THE VISTA DEL MAR VERNAL POOL AND ENDOWMENT TO THE CITY OF SAN DIEGO** (Adrianzen/Azevedo)
The Board approved the Long Term Management Plan for the Vista Del Mar Vernal Pool and approved the payment of the endowment to the City of San Diego in the amount of \$365,115.58.

Motion: Gurmilan Second: Martinez Vote: 4-0

- 12.7 REVISED ORGANIZATIONAL CHART** (Heath)
The Board approved the revised Organizational Chart.

Motion: Pallasigue Second: R. Lopez Vote: 4-0

- 12.8 TEMPORARY DISTRICT-WIDE EXECUTIVE LEADERSHIP SUPPORT OFFER OF EMPLOYMENT WITH ERNEST ANASTOS** (Potter)
The Board approved the agreement with Ernest Anastos to provide Temporary District-wide Executive Leadership Support Services on an "as needed" basis commencing on January 28, 2022 and ending on June 30, 2022 in an amount not to exceed \$30,000.00 from the General fund.

Motion: Pallasigue Second: Gurmilan Vote: 4-0

- 12.9 AMENDMENT TO THE TEMPORARY CERTIFICATED MANAGEMENT CONTRACT WITH GLENN HEATH** (Potter)
The Board approved the Amendment to the Temporary Certificated Management Contract with Glenn Heath to extend the term of his contract to March 31, 2022.

Motion: Pallasigue Second: Gurmilan Vote: 4-0

12.10 REVISED TEMPORARY SUBSTITUTE CLASSIFIED SALARY RATES FOR CERTAIN POSITIONS ONLY FOR THE 2021-2022 SCHOOL YEAR (Heath)

The Board approved the revised Temporary Substitute Classified Salary Rates for Certain Positions only for the 2021-2022 School Year.

Motion: Martinez Second: Pallasigue Vote: 4-0

13. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Item 13C.4 for discussion and to be voted on separately.

Motion: Martinez Second: Pallasigue Vote: 4-0

13A. PERSONNEL – CLASSIFIED

EMPLOYMENT (Heath)

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

- 13A.1** Administrative Clerk I
- 13A.2** Campus Aide
- 13A.3** Child Nutrition Specialist
- 13A.4** Instructional Aide
- 13A.5** Substitute Campus Aide
- 13A.6** Substitute Clerks
- 13A.7** Substitute Custodian
- 13A.8** Substitute Instructional Aide

RESIGNATION (Heath)

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

- 13A.9** Administrative Clerk I
- 13A.10** Campus Aide
- 13A.11** Licensed Vocational Nurse

LEAVE OF ABSENCE (Heath)

The Board declined the leave of absence without pay for:

- 13A.12** Instructional Aide Special Education

13B. PERSONNEL – CERTIFICATED

RECRUITMENT (Heath)

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

- 13B.1** Temporary Resource Specialist

EMPLOYMENT (Heath)

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

- 13B.2** Temporary Classroom Teacher K-6
- 13B.3** Temporary Special Day Class Teacher
- 13B.4** Substitute Permit Teacher
- 13B.5** Substitute Teacher

13C. PERSONNEL – MANAGEMENT

APPROVE REVISED JOB DESCRIPTIONS (Heath)

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

- 13C.1** Coordinator of Pupil Services
- 13C.2** Coordinator of Student Services
- 13C.3** Director of Educational Services

EMPLOYMENT (Heath)

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

- 13C.4** Principal- *Pulled for discussion and to be voted on separately.*

Motion: Martinez Second: Pallasigue Vote: 4-0

RESIGNATION (Heath)

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

- 13C.5** Coordinator of Full Service Community Schools

13D. CURRICULUM & INSTRUCTION

- 13D.1 APPROVAL OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC) FOR 2021-2022 (González)**

The Board approved the publication of the School Accountability Report Cards for our seven schools for the 2021-22 school year.

- 13D.2 TITLE I, PART A PARENT AND FAMILY ENGAGEMENT DISTRICT POLICY FOR THE 2021-2022 SCHOOL YEAR (González)**

The Board approved the Title I, Part A Parent and Family Engagement Policy for the 2021-2022 school year.

- 13D.3 TITLE I, PART A PARENT AND FAMILY ENGAGEMENT POLICY FOR ALL SCHOOLS FOR THE 2021-2022 SCHOOL YEAR (González/School Principals)**

The Board approved the Title I, Part A Parent and Family Engagement Policy for the 2021-2022 school year for all school sites.

- 13D.4 EXTENDED SCHOOL YEAR 2022 WAIVER (González/Madera)**

The Board approved the Waiver for Extended School Year 2022 to reduce the number of instructional days to 15 extended hour days provided to special education students.

- 13D.5 FIELD TRIP TO CHICANO PARK FOR STUDENTS FROM SAN YSIDRO MIDDLE SCHOOL (González/Bojorquez)**

The Board approved the field trip to Chicano Park for students from San Ysidro Middle School to visit the murals and assist painting a mural on February 12, 2022 with the cost of \$358.00 for transportation services to be paid from the McKinney-Vento Fund.

- 13D.6 PROFESSIONAL DEVELOPMENTS - JANUARY (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 November 30, 2021 through January 18, 2022. 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 December 1, 2021 through December 31, 2021 for a total expenditure of \$868,660.61. 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 \$775.00 to help support and enrich our educational programs.

13E.5 SECOND QUARTERLY COMPLAINT REPORT FOR WILLIAM'S SETTLEMENT RELATED ISSUES FOR SCHOOL YEAR 2021-22 (Adrianzen)

The Board accepted the Report of William's Settlement related complaints for the second quarter from October 1, 2021 to December 31, 2021 of the 2021-22 school year for submission to the San Diego County Office of Education.

13E.6 SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT WITH SOUND THERAPIES, INC. (Gonzalez/Madera)

The Board approved/ratified the San Diego County Nonpublic Master Contract with Sound Therapies, Inc. for school year 2021-2022 at hourly rates ranging from \$61.00 to \$80.72 from the Special Education Fund.

13E.7 AMENDMENT NO. 2 TO THE MICHAEL BAKER INTERNATIONAL AGREEMENT FOR MITIGATION COMPLIANCE SERVICES (Adrianzen/Farkas/Azevedo)

The Board approved/ratified Amendment No. 2 to the agreement with Michael Baker International to provide Mitigation Compliance Services for the District's offsite and onsite preserves, perpetual management phase of the mitigation sites. The new not-to-exceed contract amount is \$52,000.00 from the Routine Restricted Maintenance fund.

13E.8 CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) CONTRACT – AMENDMENT NO. 2 (Gonzalez/Reed)

The Board approved/ratified Amendment No. 2 to the California State Department of Education Contract CSPP-1468 increasing the funding for the Preschool & Child Development Programs to \$1,570,079.00 for fiscal year 2021-2022.

**13E.9 MEMBERSHIP TO THE CALIFORNIA PUBLIC RELATIONS ASSOCIATION (CalSPRA)
2021-2022 (Potter)**

The Board approved/ratified the membership of Francisco Mata, Coordinator of Public Relations and Community Services, to the California Public Relations Association for 2021-2022 at an estimated cost of \$150.00 from the General fund.

Board Member Gurmilan made a motion to adjourn, seconded by Board Member Martinez. The vote was 4-0.

14. ADJOURNMENT Time: 6:48 p.m.

Respectfully Submitted,

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

**PLEASE NOTE THAT THE CORPORATION'S MEETING TOOK PLACE FOLLOWING THE
REGULAR BOARD MEETING. THANK YOU**

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
WEDNESDAY, JANUARY 19, 2022

5:00 p.m.

Via Zoom Teleconference

Pursuant to AB361 and Resolution No. 21/22-0021, this Special Meeting of the San Ysidro School District Board was held by teleconference. Trustees of San Ysidro School District Board and the public participated in this meeting via teleconference. The Public may view this meeting by accessing the following link <https://www.youtube.com/channel/UCGyF01068pwbhe-B5xnyl-A/videos>. Public comment may be submitted by email to publiccomment@syzdschools.org on or before Wednesday, January 19, 2022 at 5:00 p.m. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/WvoeNnQXMjEHzaPX6> on or before Wednesday, January 19, 2022 at 5:00 p.m. 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). To listen to this meeting in Spanish, please call 1 (347) 378-8840 and enter the access code 793 318 029#.

MINUTES

1. CALL TO ORDER Who: President R. Lopez Time: 5:01 p.m.

Board President Rudy Lopez announced that this Governing Board meeting is conducted pursuant to AB361 and Resolution No. 21/22-0021.

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

Board Members Present:

Mr. Rudy Lopez, Board President

Mrs. Rosaleah Pallasigue, Board Vice-President

Mrs. Irene Lopez, Board Clerk

Mr. Humberto Gurmilan, Member

Mr. Antonio Martinez, Member

3. FLAG SALUTE by Rudy Lopez, Board President

4. AGENDA

The Board approved the agenda.

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

All votes during this meeting were completed by roll call.

5. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

Persons who want to comment on topics not included on the agenda or comment on agenda items were invited to submit comments via email to the following email address publiccomment@syzdschools.org on or before Wednesday, January 19, 2022 at 5:00 pm. Please limit comments to 300 words or less. Public wanting to address the Governing Board telephonically may submit the Public Comment Request Form: <https://forms.gle/WvoeNnQXMjEHzaPX6> on or before Wednesday, January 19, 2022 at 5:00 p.m. All comments submitted will be read aloud during the meeting. Please note, all email correspondence relating to this meeting will become part of the Board minutes. If your comment is related to a specific Agenda item, please identify the Agenda item in the subject of your email.

There were no public comments.

6. CONFERENCE SESSION

Reports/Presentations

6.1 COVID Surge Staffing Shortage Mitigation Plan Presentation - Cabinet Members

7. GENERAL ADMINISTRATION

7.1 REVISED SUBSTITUTE TEACHER SALARY SCHEDULE (Adrianzen)

The Board approved the revised Substitute Teacher Salary Schedule for the 2021-2022 school year, effective January 20, 2022 until the end of the 2021-2022 school year. *(Due to the COVID-19 pandemic related shortage of Substitute Teachers, the Substitute Teacher salary will be temporarily revised to a daily rate of \$285 and long-term (after the 11th day) daily rate of \$295. The temporary Substitute Teacher salary will take effect January 20, 2022 until the end of the 2021-2022 school year. Regular Substitute Teacher rates will return for the 2022-2023 school year)*

Motion: Martinez Second: Pallasigue Vote: 5-0

Board Member Martinez made a motion to adjourn, seconded by Board Clerk Irene Lopez. The vote was 5-0.

8. ADJOURNMENT

Time: 5:53 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

SPECIAL MEETING OF THE GOVERNING BOARD
THURSDAY, JANUARY 27, 2022

The Special Board Meeting began upon completion of the San Ysidro Schools Public Financing Corporation which was scheduled to begin at the conclusion of the regular Governing Board meeting or as soon thereafter as practicable.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Special Meeting of the Governing Board was held on Thursday, January 27, 2022 and conducted its business meeting at the **Vista Del Mar Middle School - 4885 Del Sol Blvd, San Diego, CA 92154.**

MINUTES

1. **CALL TO ORDER** Who: President R. Lopez Time: 7:05 p.m.

2. **ROLL CALL** by Gina A. Potter, Ed.D., Superintendent & Secretary to the Board
Board Members Present:
Mr. Rudy Lopez, Board President
Mrs. Rosaleah Pallasigue, Board Vice-President
Mrs. Irene Lopez, Board Clerk - *Absent due to illness*
Mr. Humberto Gurmilan, Member
Mr. Antonio Martinez, Member

3. AGENDA

The Board approved the agenda.

Motion: Martinez Second: Gurmilan Vote: 4-0

4. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

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

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

There were no public comments.

5. GENERAL ADMINISTRATION

5.1 BOARD GOVERNANCE WORKSHOP

The Board reviewed the following topics:

- GO Bond Construction Program Update
- Business Services Update
- Educational Services Update
- COVID Instructional Program & Safety Update

Board Member Martinez made a motion to adjourn, seconded by Board Vice President Pallasigue. The vote was 4-0.

6. ADJOURNMENT Time: 8:39 p.m.

Respectfully Submitted,

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

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board
VIA: Gina A. Potter, Ed.D.
Superintendent

BOARD MEETING DATE: February 10, 2022
FROM: Administration
Gina A. Potter, Ed.D., Superintendent
 Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0024 - CONTINUING GOVERNING BOARD AUTHORITY TO HOLD VIRTUAL MEETINGS PURSUANT TO AB 361

BACKGROUND INFORMATION:

Executive Order N-29-20 expired Sept. 30, 2021. Legislative bodies will be required to hold public meetings in full compliance with the Brown Act, particularly Brown Act teleconferencing requirements that have been waived throughout the pandemic.

With the enactment of AB 361 signed on Sept. 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Effective October 1, 2021, in order for a legislative body to consider the option of meeting remotely and waiving the traditional teleconference requirements found in the Brown Act, the legislative body must first determine whether an active state of emergency exists that makes meeting in-person unsafe. If a state of emergency of this nature exists, then the legislative body may hold a remote meeting if any of the following circumstances are true:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is holding a meeting to determine, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- Any meeting thereafter the legislative body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

In order for a legislative body to continue holding meetings remotely, after October 1, 2021, the state of emergency must remain active, or state or local officials continue to impose or recommend measures to promote social distancing. Furthermore, the legislative body must meet no later than 30 days following its first remote meeting held pursuant to AB 361, and no later than every 30 days thereafter, to reconsider the circumstances of the emergency and confirm, by majority vote, that either of the following circumstances exist:

- The state of emergency continues to directly impact the ability of members to meet safely in person; or
- State or local officials continue to impose or recommend social distancing measures.

A legislative body is required to place an item on their meeting agenda once every 30 days to make findings and vote on the circumstances of the emergency and/or other state or local health and safety measures to continue waiving the traditional Brown Act teleconferencing requirements.

The legislature’s intent behind passing AB 361, as described in the bill itself, is “to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.”

AB 361 will expire January 1, 2024.

The following Resolutions have been approved Continuing Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 :

October 21, 2021 - Resolution No. 21/22-0017	November 18, 2021 - Resolution 21/22-0018	December 10, 2021 - Resolution No. 21/22-0021	January 27, 2022 - Regular Board Meeting - Resolution No. 2/22-0022
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Resolution No. 21/22-0024 extends and continues giving the Governing Board Authority to Hold Virtual Meetings Pursuant to AB 361 as it is required to be board approved on a monthly basis.

RECOMMENDATION:

Approve Resolution No. 21/22-0024 - Continuing Governing Board Authority to hold Virtual Meetings Pursuant to AB 361.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2021-2022 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**

RESOLUTION NO. 21/22-0024

**Resolution Continuing Governing Board Authority to
Hold Virtual Meetings Pursuant to AB 361**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the coronavirus (COVID-19); and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act pertaining to teleconferenced meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 which indicated that Executive Order N-29-20's authorization for holding virtual meetings would expire on September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(e)(1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 amends the Brown Act (Government Code section 54953) to add the following provision:

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

THEREFORE, BE IT RESOLVED that the Governing Board of San Ysidro School District finds that the Governor's March 4, 2020 declaration of a state of emergency due to the COVID-19 pandemic remains active.

RESOLUTION NO. 21/22-0024

BE IT FURTHER RESOLVED, the Governing Board of San Ysidro School District finds that due to the state of emergency, meeting in person at Board meetings any and at all district committees that conduct meetings pursuant to the Brown Act, would present imminent risks to the health or safety of attendees and/or the state of emergency continues to directly impact the ability of the members to meet safely in person due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and desire to protect the health of immuno-compromised trustee(s), staff and the public.

PASSED AND ADOPTED by the following vote of the Governing Board of the San Ysidro School District, County of San Diego, State of California on February 10, 2022.

AYES:

NOES:

ABSENT:

ABSTENTIONS:

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

Board President, Rudy Lopez

Board Vice-President, Rosaleah Pallasigue

Board Clerk, Irene Lopez

Member, Humberto Gurmilan

Member, Antonio Martinez

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Administration
Gina A. Potter, Ed.D.,
Superintendent

Informational
 Action

AGENDA ITEM: 2022 CSBA DELEGATE ASSEMBLY ELECTION

BACKGROUND INFORMATION:

The San Ysidro School District is a member of the California School Boards Association (CSBA). CSBA is a nonprofit education association representing elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, and administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than 6 million school-age children.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors, Executive Committee, and Delegates ensure that the association reflects the interests of the school districts and county offices of education throughout the state.

Annually, CSBA in accordance with its Bylaws, begins the process of developing the membership of its Delegate Assembly. These Delegate Assembly elections must be made by Governing Boards within their geographic sub regions or areas. Region 17 San Diego County has **9 vacancies**. Attached you will find material regarding elections of representatives from Region 17 to the 2022 CSBA Delegate Assembly. Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024.

RECOMMENDATION:

Election of the following representatives to the 2022 CSBA Delegate Assembly (9 vacancies):
Marco Amaral (South Bay Union SD), Maria Betancourt-Castaneda (National SD)*,
Eleanor Evans (Oceanside USD)*, Michelle Gates (National SD), Humberto Gurmilan (San Ysidro SD)*,
Claudine Jone (Carlsbad USD)*, Julie Kelly (Vista USD), Rocina Lizarraga (National SD),
Gee Wah Mok (Del Mar Union SD)*, Tamara Otero (Cajon Valley Union SD)*,
Marla Strich (Encinitas Union ESD)*, and Lucy Ugarte (Chula Vista ESD).

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2021-2022 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

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box. **A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.**

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of seats: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

- Marco Amaral (South Bay Union SD)
- Maria Betancourt-Castaneda (National SD)*
- Eleanor Evans (Oceanside USD)*
- Michelle Gates (National SD)
- Humberto Gurmilan (San Ysidro SD)*
- Claudine Jones (Carlsbad USD)*
- Julie Kelly (Vista USD)
- Rocina Lizarraga (National SD)

(Continued on page two)

See reverse side for list of all current Delegates in your Region.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
REGION 17
(San Diego County)

Number of seats: 9 (Vote for no more than 9 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

Gee Wah Mok (Del Mar Union SD)*

Tamara Otero (Cajon Valley Union SD)*

Marla Strich (Encinitas Union ESD)*

Lucy Ugarte (Chula Vista ESD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 17 – 23 Delegates (17 elected/6 appointed)◆

Director: Debra Schade (Solana Beach ESD)

Below is a list of all elected or appointed Delegates from this Region.

County: San Diego

- Richard Barrera, (San Diego USD)◆, appointed term expires 2023
- Sabrina Bazzo (San Diego USD)◆, appointed term expires 2023
- Maria Betancourt-Castaneda (National SD), term expires 2022
- Kate Bishop (Chula Vista ESD), term expires 2023
- Leslie Bunker (Chula Vista ESD), term expires 2023
- Eleanor Evans (Oceanside USD), term expires 2022
- Humberto Gurmilan (San Ysidro SD), term expires 2022
- Andrew Hayes (Lakeside Union SD), term expires 2023
- Claudine Jones (Carlsbad USD), term expires 2022
- Melissa Krogh (Warner USD), term expires 2023
- Michael McQuary (San Diego USD)◆, appointed term expires 2022
- Gee Wah Mok (Del Mar Union SD), term expires 2022
- Tamara Otero (Cajon Valley Union SD), term expires 2022
- Darshana Patel (Poway USD)◆, appointed term expires 2023
- Dawn Perfect (Ramona USD), term expires 2023
- Barbara Ryan (Santee SD), term expires 2023
- Elva Salinas (Grossmont Union HSD), term expires 2022
- Nicholas Segura (Sweetwater Union HSD)◆, appointed term expires 2022
- Arturo Solis (Sweetwater Union HSD)◆, appointed term expires 2023
- Marla Strich (Encinitas Union ESD), term expires 2022
- Cipriano Vargas, (Vista USD), term expires 2022
- Katrina Young (San Dieguito Union HSD), term expires 2023

County Delegate:

- Guadalupe Gonzalez (San Diego COE), term expires 2023

County

San Diego



REQUIRES BOARD ACTION

Due: Tues. March 15—return ballot in enclosed envelope

January 31, 2022

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Dr. Susan Heredia, CSBA President
Re: 2022 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Tues. March 15**

Enclosed is the ballot material for election to CSBA’s Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2022.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2022 – March 31, 2024. The next meeting of the Delegate Assembly takes place on Saturday, May 21 and Sunday, May 22, 2022. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked “copy” of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)’ required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state “see résumé.” Do not re-type this form. It is the candidate’s responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Marco Amaral Date: 1/7/2022

Name: Marco Amaral CSBA Region & subregion #: 17
District or COE: South Bay Union School District Years on board: 3
Profession: Special Education Teacher Contact Number (Cell Home Bus.): 619-410-1477
Primary E-mail: mamaral@sbusd.org
Are you an incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I'm a Student, Community Member, Special Education Teacher, Organizer, and the South Bay Union School Board President, in that order. As a hopeful delegate, I would bring with me experience that is rooted in grassroots organizing, coalition building, and direct action. As a school board member, I have learned a lot over the past 3 years on the importance of advocating via institutional processes, but I have never forgotten what exactly got me to this position in the first place. In fact, over the past 3 years, I have been able to construct a type of education advocacy that combines both grassroots organizing and institutional procedures. In short, that's what I bring to the Delegate Assembly, a fired-up advocacy that is backed up by, what I consider, the most fundamental aspect of change-making, community. Ultimately, as an educator and elected official, I have always had the words of Lucio Cabañas as a leading framework: "The role of an educator is to be community, create community, and to be with community."

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently my board President and have presided as Vice-President as well. As you know, on a board you need a majority of votes to get anything done, nothing is done unilaterally, so the following are things that I personally am proud to be a part of during my 3 years on the South Bay Union Board of Trustees.

- We were the first K-8 district in San Diego County, and the 2nd statewide, to pass an Ethnic Studies Policy and to include it in our LCAP.
- We were the first K-8 district in San Diego County to recognize Indigenous People's Day.
- We have modernized our electrical grid in our efforts to combat Global Warming, we are solar-powered.
- We have successfully opened a modern, beautiful, 21st century preschool. VIP Village.
- When making cuts, our board has prioritized making them as furthest from the classroom as possible.
- We have extended our Dual-Language Programs and are continuing to do so.
- We hired a new Superintendent that meets the educational needs of our population of students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- STRS/PERS Reform. CSBA needs to continue its advocacy in this area.
- Special Education Funding. CSBA needs to not just advocate at the state level, but national level for more SpEd funding.
- Our educators need to be justly compensated for the professional they are. In the richest state in the country, it is negligible to pay paraprofessionals and teachers the salaries they currently have. This needs to change.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.
Signature: Maria Betancourt-Castañeda Date: January 7, 2022

Name: Maria Betancourt-Castañeda CSBA Region & subregion #: 17
District or COE: National School District Years on board: Seven
Profession: Parent/Self Employed Contact Number (Cell Home Bus.): 619-714-8191
Primary E-mail: mbcastaneda@nsd.us
Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2021

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Currently serving as a Delegate and as Board President of my District's Governing Board, I believe my role is to empower and advocate for the students, staff, and parents that I serve. Finishing my second term on the National School District Board, I feel honored to continue supporting the community where I also grew up. I am hard working, organized, reflective, and reliable; and believe that these are strong skills needed to be an effective Delegate. My reputation is one who will provide a voice for all stakeholders, and one who is not afraid to ask difficult questions. I am proud of the growth that we have achieved at the local level since I have been on the Board and I would love to continue serving as a Delegate for Region 17.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently serving as Board President for the second time in my tenure as a Trustee for the National School District. I have also served as Board Clerk in both 2017 and 2021. These roles have provided me valuable leadership experience and opportunity to positively impact the students of our District. Serving as a Delegate for Region 17, this past year has provided me the opportunity to expand this impact to students within the greater community. I would characterize my involvement as an active Board member at meetings, visible out at our school sites, and connected with the community. I am a CSBA Master's in Governance graduate, and regularly participate in CSBA workshops, Legislative Action Days, as well as the annual conference. In addition, I am an involved member of the National Association for Latino Elected Officials, and stay well connected with our local legislators. Most recently, I joined the local Lion's Club to have an even greater impact on the community.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Navigating COVID-19, running schools with staff shortages, and keeping everyone safe are by far the biggest challenges facing Governing Boards today. Quarantines in particular, threaten school funding due to loss of ADA. This is compounded with a steady loss of enrollment that most districts in California are experiencing. Add to that, Special education and pension cost increases and you have a perfect storm. CSBA can continue to support local Boards with these challenges by suggesting resolutions and policies, expanding the Pacer program, facilitating Legislative Action Days, and supporting improved Delegate communication throughout each region. This past year I was appointed to the Delegate Assembly, but only had the opportunity to serve a partial term. If elected, I am committed to continue learning to better serve Region 17.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Eleanor Juanita Evans* Date: December 14, 2021

Name: <u>Eleanor Juanita Evans</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>Oceanside Unified School District</u>	Years on board: <u>5</u>
Profession: <u>Trustee/School Board</u> Contact Number (<input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>760-580-7208</u>	
Primary E-mail: <u>eleanor.evans@oside.us</u>	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, year you became Delegate: <u>2018</u>

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Please see attached.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Please see attached.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Please see attached.

Why are you interested in becoming a Delegate? Please describe the skills and experience you would bring to the Delegate Assembly

I am a passionate champion of high-quality public education for all. My experiences as a K-12 educator, administrator, race/human relations facilitator, curriculum writer, adjunct professor of education and of economics have honed my skills of interpersonal relations, problem-solving, fiscal responsibilities. I am a person of integrity, competence, insight, dedication, and effectiveness. I am an organizer; team player and team leader; collaborator and communicator. I bring a different lens to help promote positive community engagement, maintain governance standards, promote the effectiveness of CSBA.

Please describe your activities and involvement on your local board, community, and/or CSBA

OCEANSIDE UNIFIED SCHOOL DISTRICT: Developer-Dual Language Immersion Committee, Ethnic Studies Committee; Resolution; liaison: Gear-Up College Program, Career Tech Education; distribute free food. COMMUNITY: NAACP; LGBTQ+ Resource Center; North County African American Women's Association; Boys and Girls Club; California Commission on Professional Competence-Teacher Credentialing; Leon L. Williams San Diego County Human Relations Commission; San Diego Taxpayers Association. SAN DIEGO CSBA: Equity Chair.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

FINANCE, COMMUNITY ENGAGEMENT, COMMUNICATION, IMPROVING SCHOLARS' ACHIEVEMENTS. The pandemic has accentuated our economic diversity, lack of access to broadband, internet, and electronics, lack of resources/materials for social emotional learning and PPE materials, lack of civility. CSBA must become a forceful, loud, stronger voice. Districts/LEAs need to believe and feel that they are not functioning in a vacuum but have the support and scaffolding of colleague districts.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An original, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Michelle L. Gates

Date: 1/7/2022

Name: Michelle L. Gates

CSBA Region & subregion #: 17

District or COE: National School District

Years on board: 1

Profession: Teacher

Contact Number (Cell Home Bus.): 619.757.8153

Primary E-mail: michellelynnel1970@gmail.com

Are you an incumbent Delegate? Yes No

If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

CSBA has a vital voice to the legislature on behalf of students and their families. Being a strong, informed, and united body is necessary to work for our districts and their communal needs. As a teacher and union exec board member, I am informed from the "inside" as to how policy is impacting classrooms and students. As a social justice advocate desiring increased accountability and growth in our schools, I push for both my work and board districts to increase awareness and intentionality. As a board

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been part of:

- District Budgeting Task Force (local board)
- MLE training (local/CSBA)
- Meetings with teachers + classified unions (local)
- Spoken before city council (community)
- Food distribution (community)

member I push for the best for our students in all areas - academics, mental health, growth, + safety.

13.3

Page 10 of 20

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The increasing loss of students, coupled with income based on ADA, is negatively impacting many districts. We have become truancy police with no teeth - therefore leaving every school at the financial mercy of the year's enrollment + attendance. This is resulting in regular lay offs, low morale in staff (panic as well, to be honest), and fewer people looking to be educators. What can CSBA do to solidify schools, helping each site to retain students and staff? How do we encourage reasonable housing prices to retain working families? How do we demand more investment in direct student impact? Cohesively, with a single, rational voice, we need to ~~legislate~~ push for legislation that works

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.
 Signature: Humberto Gurmilan  Date: 1-6-22

Name: Humberto Gurmilan CSBA Region & subregion #: 17
 District or COE: San Diego Years on board: 3
 Profession: Legislative Aide Contact Number (Cell Home Bus.): (619) 250-2291
 Primary E-mail: humberto.gurmilan@syzdschools.org
 Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2020

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I still firmly believe that South San Diego needs to have good representation at the CSBA Delegate Assembly. For the past two years, I have had the honor of representing the San Ysidro School District as a delegate and would like to continue doing so for the next two years. The relationships with other trustees from Region 17 and the experience I’ve garnered in the past 3 years as a member of our board have allowed me to have a keen understanding of the needs and priorities that our students have.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have had the honor of representing the district for the past three years and in this time I have immersed myself in my role by actively participating in district events, engaging consistently with stakeholders and preparing myself through professional development in the form of Masters In Governance course, CSBA AEC and other resources.

I served as the President of the board during the start of the global pandemic and during the transition to remote learning. I have served as a delegate for CSBA for the past two years and continue to be an active participant in my community by directing the Gurmilan Foundation and now serve as Press Secretary for San Diego County Supervisor Nora Vargas.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenges we face today continue to be those of the last few years, but now they have been exacerbated by the pandemic. Fair funding, pension costs and special education impact on our general fund continue to be a challenge. We now also have social emotional issues in students that we did not have prior to the health crisis and it will be interesting to see how academics continue to be impacted by what we are facing today. It is my goal to elevate these issues at CSBA level and to collaborate with not only the region’s representatives, but those from other areas of the state. Only through intense collaboration and communication can we address and overcome some of these challenges. Engagement and full participation from all delegates will be key in this effort.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Claudine Jones Date: 12/01/21

Name: Claudine Jones CSBA Region & subregion #: 17
 District or COE: Carlsbad Unified School District Years on board: 7 years, 3 mos
 Profession: Boardmember Contact Number (Cell Home Bus.): 760-579-1822
 Primary E-mail: cjones@carlsbadusd.net
 Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 2014

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have served on CSBA Region 17's executive board since 2014 as a legislative representative, board secretary and most recently as board treasurer. I have collaborated on many important local, regional, state and federal issues with SDCSBA. I've worked hard fighting for the scholars in my district and Region 17. With your vote, I would like to continue working with the Delegate Assembly representing the scholars, staff, teachers and families in San Diego County. I am a graduate of CSBA's Masters in Governance. I am a CASBO-certified chief business official and am a candidate for my Masters in Professional Accounting with an expected graduation of November 2022.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I currently serve as Board President on the Carlsbad Unified School District Board of Education. I am the board representative on the district's audit committee, legislative representative for the California Association of Suburban School Districts and School Services of California, and I serve on the ad hoc subcommittee on sustainability. Additionally, I've served as a Golden Bell site validator for 4 years for CSBA. I am also currently serving as the treasures of the San Diego County School Boards Association, and I'm the legislative representative for the Carlsbad High School PTSA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the biggest challenges that boards will face will be a continued divisive political climate, statewide declining enrollment, an unprecedented influx of one-time funding to combat the ever-shifting pandemic response, recruiting and hiring staff, and the impacts of climate change. Thankfully, CSBA has been a port in the storm for many boardmembers and districts. The consistent communication and support have been very welcome through an extremely challenging time for school board members. I expect that CSBA will continue to vigorously advocate for full and fair funding to allow districts to continue some of the meaningful programs and important positions that have been created during the pandemic. I am also certain that CSBA will continue to evolve its programmatic offerings to respond to the evolving needs of its members.

Delegate Assembly Biographical Sketch Form for 2022 Election



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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Julie Kelly* Date: Jan. 6 2022

Name: Julie Kelly CSBA Region & subregion #: 17
District or COE: Vista Unified Sch. District Years on board: 1
Profession: PR + Marketing Contact Number (Cell Home Bus.): (760) 672-2527
Primary E-mail: Juliekelly@vistausd.org
Are you an incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a fairly new board member, I have appreciated the trainings, information, and support of CSBA, so I'm interested in aligning more closely with the organization. As a marketing and public relations professional my skill set includes being able to discern and disseminate key points, to communicate effectively, and listen with focus. My perspective as a parent and past PTA leader also contribute.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am active with numerous district committees, including: Sup. Council for Equity and Anti Racism, Magnet Steering Committee, STEM Collaborative, and our Guiding Coalition, a group that is reimagining our vision, mission and values. I am also a volunteer puppy raiser for Canine Companions for Independence.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I see two challenges facing boards: deep political divides within ourselves, our communities, and our nation that have caused us to lose our common beliefs and that have made schools and classrooms battleground sites AND chronic underfunding combined with the strains of managing and recovering from the pandemic. CSBA can be a needed advocating presence to draw out consensus + solutions

JULIE KELLY

(760) 672-2527 * JulieLynnKelly@gmail.com

SUMMARY OF QUALIFICATIONS

Business owner with twenty-five years' experience in leadership, marketing, sales, writing, recruiting and project management. Strong working knowledge of, and passion for, the bicycle and outdoor industries. Particularly skilled in analysis, organization, problem solving, and communicating.

PROFESSIONAL EXPERIENCE

Leadership & Project Management

- Elected to serve as Trustee for school district of 20,000 students
- Founded a profitable business with solid year-over-year growth and numerous repeat clients
- Led planning and execution of all Bicycle Retailer & Industry News Dealer Tours since 2012
- Conducted market analysis interviews with bike dealers, cyclists, internal employees, and sales reps
- Hired and trained staff of nine to review broker applications for national wholesale mortgage lender
- Created complex monthly report analyzing company risk and department's productivity
- Served as President, Treasurer, Secretary, and Board Member for numerous PTA Units
- Managed product sampling events in twenty markets for major consumer products company
- Planned and executed advertising, promotions, and public relations strategies for restaurant franchise
- Developed and executed successful plan for representing company at consumer trade show

Writing & Editing

- Created informative press releases and advised on communications strategy for bike industry clients
- Communicated ideas through effective catalog copy, newsletter articles, blog posts, and emails
- Drafted and published posts for social media outlets on behalf of clients, speaking in their voices
- Won grants for art programs at local school by writing successful proposals as a PTA volunteer
- Wrote content for sales force training presentations, condensing complex information into key points
- Summarized complex procedures in company manual and maintained ongoing updates
- Created original content for client websites, by gathering pertinent information and summarizing it
- Secured major grants from individuals, corporations, and foundations for non-profit humanitarian agency

Sales

- Negotiated contracts and built strong book of clients for Marvelous Creative Solutions
- Effectively supported numerous outside sales representatives, enabling their sales to increase
- Consistently earned monthly "jackpot" sales goals as Inside Sales Rep at Canari Cyclewear
- Surpassed quarterly sales benchmarks and actively recruited new clients for The Creative Group
- Negotiated recruiting placement fees and contracts with Fortune 500 clients including Kraft Foods and Xerox
- Successfully gained market share for startup nanny agency through networking and cold calling

WORK HISTORY

School Board Trustee	Vista Unified School District	2020 - present
Principal / Owner	Marvelous Creative Solutions	2011 - present
Board Volunteer (Various Roles)	California State PTA	2007 - 2020
Inside Sales Representative	Canari Cyclewear	2010 - 2011
Director	Crunch Care	2007 - 2009
Supervisor	American Mortgage Network	2001 - 2007
Account Manager / Recruiter	The Creative Group	1999 - 2001
Grant Writer	AmeriCares Foundation	1997 - 1999
Marketing Manager	Bruegger's Bagels	1996 - 1997
Account Executive	Clarion Marketing & Communications	1993 - 1996

EDUCATION

Bachelor of Arts: College of Liberal Arts and Sciences, **The University of Connecticut** - Storrs, CT
Completed co-operative education work assignments in Marketing at IBM and General Electric
Studied abroad in Volgograd, USSR as one of six Samantha Smith Delegates

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Date: 12/17/21

Name: Tamara Otero CSBA Region & subregion #: 17
 District or COE: Cajon Valley Union School District Years on board: 11
 Profession: Business Owner Contact Number (Cell Home Bus.): 619-244-8138
 Primary E-mail: oterot@cajonvalley.net

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 6

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have spent the last several years in service to the San Diego County region of school board members as a delegate. I have been the President, Vice President, and currently the Secretary of SDCSBA. I have organized the Honoring Our Own event and bring first hand knowledge of that event to the region. I am an organizer, a leader, and a problem solver. The last several years I have helped to develop topics relevant to ALL districts for our regional meetings through a polling system of our delegates. I stay informed of state and local issues and share resources with the entire region.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been elected President to my local Board for the last four consecutive years. I was the previous Vice President of CSBA and have sat on multiple committees at CSBA. I have attended Leg Action Day, and advocated in Washington DC on behalf of education. I was most recently involved in our district's advocating on behalf of our students left in Afghanistan, and have spoken multiple times on Family and Community Engagement. I have been a presenter at AEC many years. I am recognized in my community as an advocate for education.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges facing governing boards today is the slow leaking loss of local control. When the LCAP funding process was first created it was the intent of the state to give back local control to the school district. Slowly the encroaching mandates both in budget and in policy have left governing boards with less control. I think that through CSBA this can again be addressed at the state level and control can be given back to the governance of local boards.

Tamara Otero
Governing Board President, Cajon Valley Union School District



Tamara Otero has spent the last 25 years in the service of children through education. She is the current President of the Cajon Valley Union School District's Governing Board. She was the Vice President of California School Boards Association 2019, and is Secretary of San Diego County School Boards Association. She was named School Board Member of the year for San Diego and Imperial Counties in 2017. She has hosted hundreds visiting dignitaries to the Cajon Valley Union School District, and is an organizer of the TEDxKids@ElCajon.

Tamara has also been a featured presenter at CSBA AEC, the National Council on Digital Convergence, Learnit conference, California Engagement Initiative, and Digital Promise. Tamara Otero is a strong passionate advocate for public education and all students. She believes in relevant learning and family and community engagement, and is a successful leader in the changes necessary to support those initiatives. Tamara is an articulate public speaker and welcomes the opportunity to present and share ideas about education.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: 

Date: January 7th, 2022

Name: Rocira Lizarraga CSBA Region & subregion #: _____
 District or COE: National School District Years on board: 1
 Profession: Community Organizer Contact Number (Cell Home Bus.): (619) 755 9390 / 619-929 1933
 Primary E-mail: rlizarraga@nsd.us

Are you an Incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am always willing to learn and expand experiences to share to my community, also to be able to make better decisions and implement new ideas of things done. When it comes to justice and social equity, a very knowledgeable person can stand up among others and raise up to the better of the people you serve.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I always observe, analyze, study, research and think the best outcomes on a topic to discuss before make an action step. My dedication to students with different learning abilities has become one of priorities now, specially parent engagement of those students that struggle the most. I've being close to teachers, educators, and specialist to find ways to help students.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

- We as people representatives have to be able to find a balance in life, we are brothers, sisters, mothers, daughters, caregivers wives, husbands that play many more different roles and might create a level of stress and family dynamics. Taking a step back and take time of personal care and mindful resting is always recommendable to have a clear mindset on decision making for the better.

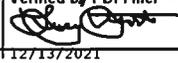
Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: December 13, 2021

Name: Lucy Ugarte CSBA Region & subregion #: 17
 District or COE: Chula Vista Elementary--San Diego County Years on board: 1
 Profession: Teacher Contact Number (Cell Home Bus.): (619)395-2578
 Primary E-mail: Lucy.Ugarte@cvesd.org

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a delegate, because I want to further serve my community. In the last year (my first year as a board member) I have served as clerk, acting vice president and currently president. It is important that a variety of voices are heard and represented. I bring the perspective of teacher, parent, union leader, community member and activist, as well as board trustee. I have over twenty years of experience representing students, teachers, and my community. I know firsthand the challenges of not only Distance Learning, but the return and the practicality of putting policies into place that affect students and staff.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am involved in my community as a board trustee (president), teacher, union organizer, community member, and parent. I have advocated for students, teachers, parents and the community for over 20 years. I am actively involved in community and civic groups and listen to concerns from across our city and am actively involved in community service through various organizations. I participate in decision making and the implementation of programs within my community. As a board member, I have served on the appointment committee to fill the board vacancy earlier this year and am also part of the policy committee.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards is the backlash from citizens who are either concerned about vaccine and mask mandates or misinformed with regard to CRT being taught in the schools. Board members are also faced with ensuring that staff and students have access to supports for emotional needs and educational progress. In addition, recruitment of personnel to meet the needs of students, as staffing has been difficult this school year. It is important that governing boards ensure that all stakeholders are supported, as well as making sure that schools are places where each individual feels safe, valued, and welcome.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: *Gee Wah Mok* Date: 1/3/2022

Name: <u>Gee Wah Mok</u>	CSBA Region & subregion #: <u>17</u>
District or COE: <u>Del Mar Union School District</u>	Years on board: <u>3</u>
Profession: <u>Attorney/Parent</u>	Contact Number (<input type="checkbox"/> Cell <input type="checkbox"/> Home <input checked="" type="checkbox"/> Bus.): <u>(858) 755-9301</u>
Primary E-mail: <u>gmok@dmusd.org</u>	
Are you an incumbent Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, year you became Delegate: <u>2021</u>

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing as a Delegate because I want to support CSBA in helping local school districts provide the highest quality education possible to their students. An attorney by trade, I am an effective advocate that understands how to solve problems collaboratively and thoughtfully. I am respectful and work well with others. I enjoy listening to all perspectives which I believe leads to more informed decision-making.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am heading into my third year on my school board and serve as its Clerk. I came to the board after helping lead our community's efforts in passing a facilities bond measure, which is funding the construction of two schools. I am also an active volunteer in my son's classroom. I regularly attend CSBA workshops and have participated in the Masters in Governance series. I spoke on a panel at this year's Annual Education Conference regarding the Asian American student experience and strongly believe in the inclusion of students of all backgrounds and experiences.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Aside from navigating the continuing difficulties brought about by the pandemic, it has also been challenging for boards to manage the current political climate where regular topics of discussion have become sensitive and can easily lead to disruption and hostility from the public. CSBA was helpful by advocating with officials, providing a webinar and other resources. As many of these issues remain contentious, school boards will need continued supportive advocacy and it is useful to hear about other boards' experiences and how they have handled their situations. CSBA can help foster communication and by providing members opportunities for additional learning and interaction.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Marla Strich Date: January 3, 2022

Name: Marla Strich CSBA Region & subregion #: 17

District or COE: Encinitas Union ESD Years on board: 23

Profession: Sales Contact Number (Cell Home Bus.): (760) 519-7882

Primary E-mail: Marla.Strich@eusd.net

Are you an incumbent Delegate? Yes No If yes, year you became Delegate: 5 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It continues to be an honor to serve as a CSBA delegate, helping to formulate policy for the association, as well as assisting school boards throughout California in their vital work. I am a passionate advocate for public education, having traveled numerous times to Sacramento with CSBA, and to Washington, DC with NSBA to advocate on behalf of public education. I am a "big picture" thinker, and make decisions within that context in order to ensure that our actions benefit the greatest number of students. I am an articulate speaker, and have experience in dealing with the media. I have been privileged to participate on CSBA's Nominating Committee, ensuring that the association has the best possible leadership as it moves into the future.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served on the EUSD Board for 23 years. During my tenure I have been Board President five times and am beginning my sixth tenure leading my board. As noted above, I have attended legislative advocacy sessions as part of both CSBA and NSBA. I am a continuous learner, having completed the Masters in Governance program, and look forward to continuing my learning with participation in webinars, the Annual Education Conference, and other opportunities such as the CSBA/ACSA Coast to Coast advocacy conference in Washington, D.C. I have consistently attended CSBA's AEC, as well as numerous NSBA Conferences, and have presented at both. I have also attended both of CSBA's Leadership Conferences. I have a long history of leadership in my community, serving as EUSD's school bond campaign co-chair, school site council chair, PTA Legislative Vice President, and San Dieguito Academy High School Foundation President. I am serving in a leadership capacity for FIRST Robotics, serving as Tournament Director for SDAHS's Robotics team.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

We must continue to defend and promote public education as the keystone of a democratic society. This is particularly important as we emerge from the pandemic. We must ensure that public education is fully and fairly funded in California, so we can provide the world class, forward-looking education that our children deserve. We need to meet the needs of the whole child, including social emotional and mental health needs. Our advocacy efforts and educational efforts are critical in making this happen.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Human Resources
Glenn Heath, Executive Director

Informational
 Action

AGENDA ITEM: RESOLUTION NO. 21/22-0025

BACKGROUND INFORMATION:

California Education Code section 44954(b) provides that the Governing Board of the San Ysidro School District may release a substitute and/or temporary certificated employee if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year.

This resolution identifies temporary certificated employees intended for release pursuant to Education Code section 44954(b). These individual employees will be noticed of the decision to release and non-reelect for the 2022-2023 school year.

RECOMMENDATION:

Adopt Resolution No. 21/22-0025 authorizing the District to notice individual, temporary employees of the district's intent to release at the close of the 2021-2022 school year.

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 2021-2022 Budget?	Requisition #
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
N/A	--	
(Amount)	(Name of funding source and/or location)	
Recommended for: <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Denial		Certification Requested <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 21/22-0025
RELEASE OF TEMPORARY CERTIFICATED EMPLOYEES**

WHEREAS, Sections 44909, 44917, 44918, 44919, 44920, 44921, and 44986 of the Education Code permit the Governing Board to classify certain certificated employees as “temporary;” and,

WHEREAS, the Governing Board has, in fact, employed temporary certificated employees pursuant to Sections 44909, 44917, 44918, 44919, 44920, 44921, and/or 44986 of the Education Code; and,

WHEREAS, time served as a temporary certificated employee is not credited toward the attainment of permanent status unless the temporary certificated employee serves more than seventy-five percent (75%) of school days and is subsequently appointed to a vacant probationary position; and,

WHEREAS, there is no relative seniority between temporary certificated employees; and,

WHEREAS, Section 44954 of the Education Code permits the Governing Board to release temporary certificated employees from employment, with limited restrictions; and,

WHEREAS, with respect to probationary and permanent certificated employees, Sections 44949 and 44955 of the Education Code require action by the Governing Board in order to reduce or eliminate services and permit the layoff of certificated employees; and,

WHEREAS, temporary certificated employees are not entitled to the due process rights contained in Sections 44949 and 44955; and,

WHEREAS, the Superintendent of the San Ysidro School District has recommended to the Governing Board that particular kinds of services be reduced or eliminated no later than the end of the 2021-22 school year; and,

WHEREAS, the Governing Board has determined that a reduction or elimination of particular kinds of services is needed no later than the last contracted day of the 2021-2022 school year, and,

WHEREAS, the Superintendent has indicated that the reduction in particular kinds of services is related to the loss or potential loss of revenue limit funding and of certain categorical or specially-funded programs, the possibility of probationary and permanent employees returning from leaves of absence, and other considerations that relate directly to the justifications for employment of temporary certificated employees; and,

WHEREAS, temporary certificated employees must be released from their temporary assignments in order to effectuate this reduction in particular kinds of services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the San Ysidro School District:

1. That all of the foregoing recitals are true and correct.
2. That the employees listed below shall be released from their temporary positions no later than the last contracted day of the 2021-22 school year.

ID# of Employees being released

ID#	ID#	ID#	ID#
615706	641323	622871	643426
637786	284224	637942	299945
611267	625462	216529	621416
529766	541422	641378	641315
627583	623897	627920	641459
279978	544462	486567	623996
641911	641321		

3. That the Superintendent or his designated representative will send appropriate notices to all temporary certificated employees listed above notifying them that the Governing Board has determined to release them from employment pursuant to Section 44954 of the Education Code.

ADOPTED by the Governing Board of San Ysidro School District this 10th day of February, 2022.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SAN YSIDRO SCHOOL DISTRICT GOVERNING BOARD:

President

Clerk

Member

Member

Member

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Human Resources
Glenn Heath, Executive Director

Informational
 Action

AGENDA ITEM: REVISED TEMPORARY CERTIFICATED MANAGEMENT
CONTRACT/OFFER OF EMPLOYMENT FOR DISTRICTWIDE
ADMINISTRATIVE SUPPORT

BACKGROUND INFORMATION:

The Board of Trustees hereby offers Manuela Colom an extended employment in the management position, Districtwide Administrative Support, effective February 7, 2022, to support the district. The term of this Contract will expire on March 31, 2022.

RECOMMENDATION:

Approve/Ratify the extended offer of employment for Manuela Colom as Districtwide Administrative Support, effective February 7, 2022.

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 2021-2022 Budget?

Yes No

Requisition #

\$651.56/day
(Amount)

General
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

AMENDMENT
TO THE
TEMPORARY CERTIFICATED MANAGEMENT CONTRACT
With
MANUELA COLOM

The Temporary Certificated Management Contract between the San Ysidro School District and Manuela Colom (“Employee”) executed on September 13, 2021 is hereby amended as follows:

1. Effective February 7, 2022, Employee’s position will be Districtwide Administrative Support.
2. Pursuant to Executive Order N-3-22 that was issued on January 11, 2022, the STRS income limitations set forth in paragraph 5 of the contract are suspended through March 31, 2022.
3. The term of this Contract will expire on March 31, 2022.
4. All other terms and conditions of the Contract will remain in full force and effect.

Gina Potter, Superintendent

Date

Manuela Colom

Date

CURRICULUM & INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Educational Leadership, Pupil Services &
Safety
David Farkas, Ed.D., Asst. Superintendent

Informational
 Action

AGENDA ITEM: **COMPREHENSIVE SCHOOL SITE SAFETY PLANS**

BACKGROUND INFORMATION:

Education Code Sections 32280-32289 establishes that each school district is responsible for the overall development of all comprehensive school safety plans for its schools operating kindergarten or any of grades 1 to 12. A safety plan has also been submitted for the Child Development Center (CDC). Each school, including the CDC, shall review, update, and adopt its comprehensive school safety plan by March 1st of each school year.

In order to ensure compliance with the article, each school, including the CDC shall forward its comprehensive school safety plan to the District for approval.

Comprehensive School Safety Plans – Under Separate Cover

RECOMMENDATION:

Approve the Comprehensive School Site Safety Plans for all schools for the 2021-22 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 #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 2021-2022 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

Superintendent's Office Certification:

LEARNING Without Tears®

Prepared For
San Ysidro Elementary

Quote Number: **Q-21276**

Quote Date: 1/13/2022

Valid Through: 2/12/2022

Ship To	Bill To
Shipping Name: San Ysidro Elementary Shipping Address: 4350 Otay Mesa Rd San Ysidro, California 92173 U.S.A.	Billing Name: San Ysidro Elementary Billing Address: 4350 Otay Mesa Rd (if different) San Ysidro, California 92173 US

Primary Contact	Digital Products Administrator
Name: Araceli Felix Title: Administrator Phone: 619 428-4476 x 3002 Email: araceli.felix@sysdschools.org	Name: Araceli Felix Title: Administrator Phone: 619 428-4476 x 3002 Email: araceli.felix@sysdschools.org

Sales Contact	PO Number:
Name: Marguerite Pollard Phone: (916) 799-8703 Email: marguerite.pollard@lwtears.com	

Special Instructions
CA State Taxes as of 1/31/22; subject to change based on tax rate at time of the order. Sales tax is charged on product & shipping/handling.

Ordering Options:
1. Order online at LWTears.com
2. Please submit your authorized Purchase Order with this Quote via online upload, email or mail: Online Upload: http://www.LWTears.com/support/submit-purchase-order eMail: mailto:emailorders@LWTears.com Mail: Learning Without Tears 806 W. Diamond Ave. Suite 230 Gaithersburg, MD 20878
3. To pay by credit card, please call Customer Care at 888.983.8409 and press extension 1. If possible, please have your quote number handy as a reference. Thank you for choosing Learning Without Tears to support you!

LEARNING Without Tears®

Product Code	ISBN	Description	Grades	List Price	Quantity	Total
GSSBSET-KIT	9781950578306	Get everything you need for Pre-K success all in one kit! This kit includes everything from the Readiness & Writing Kit, every literacy and math manipulative, 20 My Book and I Know My Numbers each, 20 My First Book Set (includes My First School Book and My First Lowercase Book to introduce students to writing lowercase letters), 20 licenses of Get Set for School Student Learning Apps, and an annual license for PreKITT: The Pre-K Interactive Teaching Tool. Kit also includes 36 trade books from the Get Set for School Read-Aloud Library. Manipulatives and multisensory tools include: Wood Pieces Set for Capital Letters (6) Mat for Wood Pieces (5) Slate Chalkboard (5) Laminated Capital Letter Cards for Wood Pieces (1) Roll-A-Dough Letters# (5) Stamp and See Screen# (5) FLIP Crayons# (1) Pre-K Name Plates (1) Pre-K Color Wall Cards (1) Magnetic Lowercase & Blackboard Set (2) Word Time# Sound Around Box# Line It Up# A-B-C Touch & Flip# Cards Mat Man Book Set 4 Squares More Squares# Tag Bags# 1-2-3 Touch & Flip# Cards Mix & Make Shapes# Mat Man# Hands Magic C Bunny Little Sponge Cubes Little Chalk Bits Get Set for School Pre-K Teacher's Guide Set	PreK	\$2,599.00	4	\$10,396.00
BSET-20	9781950578122	My First Book Set Student Edition	PreK	\$14.50	7	\$101.50
GSSAPPS		GSS Student Apps	PreK	\$6.00	7	\$42.00
IKMN	9781934825211	I Know My Numbers - Individual	PreK	\$6.95	7	\$48.65
IMBK	9781934825259	My Book (Individual Set)	PreK	\$3.95	7	\$27.65
Subtotal						\$10,615.80
Estimated Shipping and Handling Within US:10% of subtotal (\$6.50 minimum); AK, HI, APO/FPO:15% of subtotal (\$7.50 minimum); Outside US: 15% of subtotal (\$20.00 minimum)						\$1,057.38
Estimated Sales Tax (if not tax exempt) Estimated Tax may differ from the amount of sales tax ultimately charged to you based on statutory rates in effect at the time of your order's shipment. If you are a tax-exempt entity, please send your tax-exempt certificate with your order.						\$901.42
TOTAL (USD)						\$12,574.60

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Educational Services,
Cynthia Gonzalez, Executive Director

Informational
 Action

AGENDA ITEM: PROFESSIONAL DEVELOPMENTS – FEBRUARY

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 February 10, 2022, Board meeting:

- 2022 National School Social Work Conference
- Accelerating Learning for ELLs
- Brief Intervention Training
- CABE Conference 2022
- CABE Spring Virtual Mini-Conference
- California School Nurses Organization (CSNO) 72nd Annual Conference
- Child Labor Trafficking Training
- CSEA 25th Annual Paraeducator Conference
- Grading for Equity Book Study
- May Revision Workshop

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: 2, 17, 18 and 20 & Goal 2: English Language and Academic Language Development – Actions: 3, 5 and 9

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-2022 Budget?

Yes No

Requisition #

APPROXIMATE COST

\$18,243.00

(Amount)

General, E.L.O., Title I PD, Special Ed. Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Professional Development Backup Information – February 10, 2022

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Karina Victorino	2022 National School Social Work Conference	Chicago, IL	April 6-9, 2022	\$2,400.00	Title I PD Fund
Uriel Roldan Hernandez, Raenicia Haworth	Accelerating Learning for ELLs	Online	February 2, 2022	\$208.00	Title I PD Fund
Karina Victorino, Brianna Minton, Jedzida Herron	Brief Intervention Training	Online	February 23-24, 2022	\$375.00	Special Education Fund
Demetrius Collins + DELAC Parents TBD	CABE Conference 2022	Online	March 29 – April 2, 2022	\$5,000.00	Title III Fund
DELAC Parents TBD	CABE Spring Mini-Conference	Online	March 5, 2022	\$500.00	Title III Fund
Anita Gillchrest	California School Nurses Organization (CSNO) 72 nd Annual Conference	Monterey, CA	February 17-20, 2022	\$1,730.00	General Fund
Brianna Minton, Karina Victorino	Child Labor Trafficking Training	Online	March 8, 2022	\$0	No Cost
Fernanda Rios, Luis Beltran, Victoria Boone, Martha Castaneda, Olivia Garcia, Lidia Gaytan Angel, Melissa Sanchez	CSEA 25 th Annual Paraeducator Conference	Online	March 8-10, 2022	\$2,250.00 (Fees & compensation)	E.L.O. Fund
Cynthia Gonzalez, Irene Herrera-Cevallos, Adriana Aguilar, Luis Ramos, Josefina Villegas	Grading for Equity Book Study	Online	February 8, 15 & 22, 2022 March 1, 8 & 15, 2022	\$1,000.00	Title I PD Fund
Marilyn Adrianzen, Amber Elliott, Other TBD	May Revision Workshop	Online	May 20, 2022	\$4,780.00	General Fund

BUSINESS

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official 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 #7 (January 14, 2022 through February 3, 2022):
 ▪ General Fund: 0000008211-0000008227, 0000008229-0000008239, 0000008241-0000008262, 0000008266-0000008279, 0000008281-0000008285,
 ▪ Child Development Fund ▪ 0000008240, 0000008263-0000008265, 0000008280 ▪ Child Nutrition Fund 0000008228.

RECOMMENDATION:

Approve/Ratify the following purchase orders incurred by the District during the period January 14, 2022 through February 3, 2022. 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):

<input type="checkbox"/> Renewal <input type="checkbox"/> New <input type="checkbox"/> Amendment <input checked="" type="checkbox"/> Ratify <input type="checkbox"/> Other		
Financial Implications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are funds for this item available in the 2020-2021 Budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Requisition # <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
\$645,375.93 <small>(Amount)</small>	As listed above <small>(Name of funding source and/or location)</small>	

Recommended for: Approval Denial Certification Requested Yes No

Purchase Order Report (01/14/22 - 02/03/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
1/14/2022	000008211	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300000	024	\$ 511.22
1/18/2022	000008212	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 434.20
1/18/2022	000008213	000146	LAKESHORE	INSTRUCTIONAL MATERIAL	0100	0000000	4300000	024	\$ 413.51
1/18/2022	000008214	004678	AMAZON.COM, INC.	OFFICE MATERIALS	0100	0000000	4300011	025	\$ 539.71
1/18/2022	000008215	0000000772	ACADEMIC SUPPLIER	OFFICE MATERIAL	0100	0000000	4300011	071	\$ 350.19
1/19/2022	000008216	0000000831	YESCO SIGNS LLC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 500.00
1/21/2022	000008217	001161	HOME DEPOT	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 3,500.00
1/21/2022	000008218	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	5640000	4300001	054	\$ 159.85
1/21/2022	000008218	004678	AMAZON.COM, INC.	INSTRUCTIONAL MATERIAL	0100	6500200	4300001	054	\$ 24.77
1/21/2022	000008219	001161	HOME DEPOT	CUSTODIAL SUPPLIES	0100	0000000	4300020	069	\$ 779.29
1/21/2022	000008220	001093	KONE INC	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 575.34
1/21/2022	000008221	004678	AMAZON.COM, INC.	CUSTODIAL EQUIPMENT	0100	0000000	4400000	069	\$ 1,806.97
1/21/2022	000008221	004678	AMAZON.COM, INC.	CUSTODIAL EQUIPMENT	0100	8150000	4300007	070	\$ 31.24
1/21/2022	000008222	0000000842	PRESIDIO NETWORKED SOLUTIONS GROUP LLC	CONTRACTED SERVICES	0100	0000000	5800010	067	\$ 9,320.00
1/24/2022	000008223	0000000762	EMCOR SERVICES MESA ENERGY	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 886.66
1/25/2022	000008224	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 1,100.77
1/25/2022	000008225	001480	SCHOOL NURSE SUPPLY, INC.	MEDICAL SUPPLIES	0100	0000000	4300010	024	\$ 1,866.17
1/26/2022	000008226	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	3213000	4200000	012	\$ 826.37
1/26/2022	000008227	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	\$ 8,000.00
1/26/2022	000008229	002580	COOLE SCHOOL	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	\$ 2,788.54
1/26/2022	000008230	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	025	\$ 430.25
1/26/2022	000008231	004087	RGC GENERAL EMGINEERING INC	CONTRACTED SERVICES	0100	8150000	5600005	068	\$ 14,925.00
1/26/2022	000008232	000762	SOUTH BAY FENCE, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 2,575.00
1/26/2022	000008233	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	063	\$ 3,364.00
1/26/2022	000008233	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800002	071	\$ 754.00
1/26/2022	000008233	004309	BEST BEST & KRIEGER LLP	LEGAL FEES	0100	0000000	5800200	062	\$ 9,425.00
1/26/2022	000008234	004678	AMAZON.COM, INC.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	024	\$ 280.21
1/27/2022	000008235	0000000338	MAXIM HEALTHCARE SERVICES, INC	PROFESSIONAL SERVICES	0100	3213000	5800010	080	\$ 60,000.00
1/27/2022	000008236	0000000653	CSEA	REGISTRATION FEES	0100	7426000	5200003	061	\$ 1,393.00
1/27/2022	000008237	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 800.00
1/27/2022	000008237	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600007	070	\$ 1,150.00
1/27/2022	000008238	004628	FOLLETT SCHOOL SOLUTIONS,INC	INSTRUCTIONAL SUPPLIES	0100	3212000	4300006	010	\$ 59,254.03
1/27/2022	000008239	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300011	016	\$ 1,137.52
1/27/2022	000008241	004265	CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	\$ 2,494.83
1/28/2022	000008242	000786	P&R PAPER SUPPLY COMPANY, INC.	OFFICE SUPPLIES	0100	0000000	4300011	025	\$ 155.89
1/28/2022	000008243	004601	SIR SPEEDY PRINTING 02890	OFFICE SUPPLIES	0100	0000000	4300001	018	\$ 193.96
1/28/2022	000008244	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 1,540.83
1/31/2022	000008245	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 954.93
1/31/2022	000008246	004087	RGC GENERAL EMGINEERING INC	CONTRACTED SERVICES	0100	8150000	5600005	068	\$ 3,668.50
1/31/2022	000008247	0000000255	KELLY SPICERS STORES	PUBLICATION SUPPLIES	0100	0000000	4300050	073	\$ 784.85
1/31/2022	000008248	004634	J&B MATERIALS	MAINTENANCE SUPPLIES	0100	8150000	5600005	070	\$ 1,349.58
1/31/2022	000008249	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	0000000	4300001	016	\$ 2,594.30
1/31/2022	000008250	004822	CALIFORNIA FINANCIAL SERVICES	PROFESSIONAL SERVICES	0100	9625000	5800000	071	\$ 117,964.88
1/31/2022	000008251	0000000068	P.I.P.S.	PROFESSIONAL SERVICES	0100	0000000	5800000	071	\$ 67,474.00
1/31/2022	000008252	0000000574	ACCO ENGINEERED SYSTEMS, INC.	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 705.00
1/31/2022	000008253	0000000709	SDSU RESEARCH FOUNDATION/NCUST	PROFESSIONAL SERVICES	0100	3010003	5800010	061	\$ 105,000.00
2/1/2022	000008254	000535	SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	0100	0300300	4300001	054	\$ 387.92
2/1/2022	000008255	001238	GOPHER SPORT	INSTRUCTIONAL SUPPLIES	0100	0300300	4300001	054	\$ 134.42

Purchase Order Report (01/14/22 - 02/03/22)

PO Date	PO No.	Supplier	Supplier	PO Ref	Fund	Resource	Object	Site	Total by Account
2/1/2022	000008256	000000760	CAL PACIFIC TRUCK CENTER ,LLC	CONTRACTED SERVICES	0100	0982000	5600005	074	\$ 2,185.49
2/1/2022	000008257	000437	CURRICULUM ASSOC. INC.	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	\$ 13,239.46
2/1/2022	000008258	000809	OFFICE DEPOT	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 555.62
2/1/2022	000008259	001012	CDW GOVERNMENT LLC	LIBRARY SUPPLIES	0100	3213000	4300000	020	\$ 10,775.00
2/1/2022	000008260	003377	SOUTHWEST SCHOOL & OFFICE	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 2,478.97
2/1/2022	000008261	000044	QUILL CORP.	INSTRUCTIONAL SUPPLIES	0100	0000000	4300001	012	\$ 240.83
2/2/2022	000008262	0000000498	ALLIED TIME USA, INC.	OFFICE SUPPLIES	0100	0000000	4300011	071	\$ 414.00
2/2/2022	000008266	004185	B&H PHOTO,VIDEO	TECHNOLOGY EQUIPMENT	0100	0000000	4400000	067	\$ 1,978.28
2/2/2022	000008267	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4300002	067	\$ 386.05
2/2/2022	000008267	004678	AMAZON.COM, INC.	TECHNOLOGY SUPPLIES	0100	0000000	4400000	067	\$ 449.32
2/2/2022	000008268	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300002	067	\$ 2,298.79
2/2/2022	000008269	0000000393	NAUMANN HOBBS MATERIAL	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 800.00
2/2/2022	000008270	004918	BrainPOP LLC	INSTRUCTIONAL MATERIAL	0100	0000000	4300001	016	\$ 3,250.00
2/2/2022	000008271	0000000077	AZTEC CONTAINER	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 1,616.24
2/2/2022	000008272	004045	EDUPOINT EDUCATIONAL SYSTEMS	CONTRACTED SERVICES	0100	0000000	5800006	067	\$ 6,524.00
2/3/2022	000008273	0000000031	WILLIAM H. SADLIER, INC	INSTRUCTIONAL SUPPLIES	0100	3010000	4300001	018	\$ 4,774.60
2/3/2022	000008274	0000000390	DANNIS WOLIVER KELLEY	LEGAL FEES	0100	0000000	5800150	054	\$ 16,035.00
2/3/2022	000008275	000809	OFFICE DEPOT	OFFICE SUPPLIES	0100	0000000	4300001	022	\$ 1,516.69
2/3/2022	000008276	004678	AMAZON.COM, INC.	OFFICE SUPPLIES	0100	0000000	4300001	022	\$ 119.48
2/3/2022	000008277	003649	SAN DIEGO COUNTY VECTOR	CONTRACTED SERVICES	0100	8150000	5600005	070	\$ 117.18
2/3/2022	000008278	001755	WILLIAM V. MAC GILL & CO.	MEDICAL SUPPLIES	0100	3213000	4300010	016	\$ 2,433.39
2/3/2022	000008279	001643	ATKINSON, ANDELSON, LOYA, RUUD	REGISTRATION FEES	0100	6500000	5200003	054	\$ 358.00
2/3/2022	000008281	0000000779	TRAFERA, LLC	INSTRUCTIONAL MATERIAL	0100	3213000	4300000	061	\$ 53,076.57
2/3/2022	000008282	001012	CDW GOVERNMENT LLC	TECHNOLOGY SUPPLIES	0100	3213000	4300000	061	\$ 7,003.75
2/3/2022	000008283	001158	ASCD	REGISTRATION FEES	0100	3010000	5200001	025	\$ 118.00
2/3/2022	000008284	000588	SCHOOL SERVICES OF CALIFORNIA	REGISTRATION FEES	0100	0000000	5200003	071	\$ 2,500.00
2/3/2022	000008285	003311	SAN DIEGO COUNTY SUPERINTENDEN	REGISTRATION FEES	0100	5640000	5200003	054	\$ 375.00
Total for 0100									\$ 630,926.41
1/27/2022	000008240	002094	LAMINATOR.COM	OFFICE EQUIPMENT	1200	6105000	4300001	076	\$ 4,503.89
2/2/2022	000008263	003192	WALMART	INSTRUCTIONAL MATERIAL	1200	6105000	4300001	076	\$ 1,000.00
2/2/2022	000008264	000778	SAFEWAY INC. -VONS DIVISION	REFRESHMENTS	1200	6105000	4300015	076	\$ 1,000.00
2/2/2022	000008265	001161	HOME DEPOT	CUSTODIAL SUPPLIES	1200	6105000	4300020	076	\$ 1,000.00
2/3/2022	000008280	0000000841	LAURA FISH THERAPY MFT, INC.	CONTRACTED SERVICES	1200	5059000	5800010	076	\$ 6,800.00
Total for 1200									\$ 14,303.89
1/26/2022	000008228	000809	OFFICE DEPOT	OFFICE SUPPLIES	1300	5310000	4300011	085	\$ 145.63
Total for 1300									\$ 145.63
Grand Total									\$ 645,375.93

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Business Services
Marilyn Adrianzen, Chief Business Official

Informational
 Action

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 January 1, 2022 through January 31, 2022 with checks #14-851586 through #14-860728 for a total expenditure of \$1,377,793.68 from the following sources:

General Fund - \$1,309,561.30
Child Developer Fund- \$7,652.29
Child Nutrition Fund- \$60,580.09

RECOMMENDATION:

Approve/Ratify the expenditures incurred by the District during the period of January 1, 2022 through January 31, 2022 for a total expenditure of \$1,377,793.68. 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 2021-2022 Budget?

Requisition #

Yes No

Yes No

\$1,377,793.68

(Amount)

Various (see above)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Expenditure Report
1/1/22-1/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14851586	MAXIM HEALTHCARE SERVICES, INC	1/3/2022	12080.66	0100	PROFESSIONAL SERVICES
14851587	PANERA BREAD COMPANY	1/3/2022	476.81	0100	REFRESHMENTS
14851588	TRAFERA, LLC	1/3/2022	15413.22	0100	TECHNOLOGY SUPPLIES
14851589	INTERNATIONAL INSTITUTE FOR	1/3/2022	692.08	0100	INSTRUCTIONAL SUPPLIES
14851590	CITY TREASURER	1/3/2022	24969.81	0100	UTILITIES
14851591	SAM & ROSE STEIN EDUCATION	1/3/2022	12158.50	0100	PROFESSIONAL SERVICES
14851592	PARADIGM HEALTHCARE SERVICES	1/3/2022	500.00	0100	PROFESSIONAL SERVICES
14851593	PITNEYBOWES	1/3/2022	20.00	0100	OFFICE SUPPLIES
14851594	YMCA OF SAN DIEGO COUNTY	1/3/2022	82293.91	0100	PROFESSIONAL SERVICES
14851595	SMART & FINAL	1/3/2022	123.61	0100	OFFICE REFRESHMENTS
14851596	WALMART	1/3/2022	228.14	0100	INSTRUCTIONAL SUPPLIES
14851598	BATTERY SYSTEMS	1/3/2022	437.92	0100	GROUPS SUPPLIES
14851599	IMAGINE LEARNING INC	1/3/2022	46500.00	0100	CONTRACTED SERVICES
14851600	B&H PHOTO,VIDEO	1/3/2022	635.02	0100	OFFICE SUPPLIES
14851601	AMAZON.COM, INC.	1/3/2022	14759.31	0100	INSTRUCTIONAL MATERIALS
14852590	VERONICA AGUAYO	1/6/2022	79.86	0100	REIMBURSEMENT
14852591	ATLAS ENVIRONMENTAL SEVICES, INC.	1/6/2022	18130.00	0100	CONTRACTED SERVICES
14852592	RUSSELL LITTLE	1/6/2022	50.56	0100	REIMBURSEMENT
14852593	RUDY LOPEZ	1/6/2022	45.00	0100	REIMBURSEMENT
14852595	GEM INDUSTRIAL ELECTRIC, INC	1/6/2022	299392.50	0100	CONTRACTED SERVICES
14852596	FLASHLIGHT LEARNING, LLC	1/6/2022	13500.00	0100	CONTRACTED SERVICES
14852597	MARIA ENCISO	1/6/2022	100.00	0100	REIMBURSEMENT
14852598	SAN DIEGO GAS & ELECTRIC	1/6/2022	71341.05	0100	UTILITIES
14852599	MARTHA MURILLO	1/6/2022	60.21	0100	REIMBURSEMENT
14852600	GALLAGHER BENEFIT SERVICES, INC	1/6/2022	453.90	0100	PROFESSIONAL SERVICES
14852601	UNITED PLUMBING HEATING AIR	1/6/2022	16498.00	0100	CONTRACTED SERVICES
14852602	SYLVIA LUGO	1/6/2022	15.15	0100	REIMBURSEMENT
14852603	THE COLLEGE BOARD	1/6/2022	2659.41	0100	INSTRUCTIONAL SUPPLIES
14853904	BMR HEALTH SERVICES, INC	1/10/2022	13056.72	0100	PROFESSIONAL SERVICES
14853905	MRC SMART TECHNOLOGY SOLUTIONS	1/10/2022	8946.82	0100	MAINTENANCE AGREEMENT
14853906	PIONEER HEALTHCARE SERVICES LLC	1/10/2022	8115.12	0100	PROFESSIONAL SERVICES
14853907	CAPITOL ADVISORS GROUP, LLC	1/10/2022	2000.00	0100	PROFESSIONAL SERVICES
14853908	ANIXTER INC.	1/10/2022	25.17	0100	MAINTENANCE SUPPLIES

Expenditure Report
1/1/22-1/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14853909	EL POLLO GRILL INC	1/10/2022	1007.03	0100	REFRESHMENTS
14853910	A & I REPROGRAPHICS	1/10/2022	3497.30	0100	OFFICE SUPPLIES
14853912	EDTHEORY LLC	1/10/2022	25252.50	0100	PROFESSIONAL SERVICES
14853913	ELEVATED CLASSROOMS LLC	1/10/2022	675.00	0100	PROFESSIONAL SERVICES
14853914	THE SPEECH PATHOLOGY GROUP, INC	1/10/2022	10240.00	0100	PROFESSIONAL SERVICES
14853915	BEAR COMMUNICATIONS, INC.	1/10/2022	2428.95	0100	OFFICE MATERIAL
14853916	LAKESHORE	1/10/2022	924.33	0100	INSTRUCTIONAL SUPPLIES
14853917	HAWTHORNE MACHINERY	1/10/2022	468.39	0100	CONTRACTED SERVICES
14853919	KONE INC	1/10/2022	9023.68	0100	CONTRACTED SERVICES
14853920	REPUBLIC SERVICES	1/10/2022	17659.20	0100	UTILITIES
14853921	CALIFORNIA DEPT. OF JUSTICE	1/10/2022	735.00	0100	CONTRACTED SERVICES
14853922	ASELTINE SCHOOL	1/10/2022	3872.06	0100	PROFESSIONAL SRVICES
14853923	CALIFORNIA ELECTRIC SUPPLY	1/10/2022	4475.62	0100	MAINTENANCE SUPPLIES
14853924	PROFESSIONAL TUTORS OF AMERICA	1/10/2022	320.00	0100	PROFESSIONAL SERVICES
14853925	ABA EDUCATION FOUNDATION	1/10/2022	2256.75	0100	PROFESSIONAL SERVICES
14853926	STOTZ EQUIPMENT	1/10/2022	2012.18	0100	GROUPS SUPPLIES
14855035	ILLUMINATE EDUCATION INC.	1/13/2022	15652.25	0100	CONTRACTED SERVICES
14855037	SCHOOL HEALTH CORPORATION	1/13/2022	1397.54	0100	CONTRACTED SERVICES
14855038	NEXT DAY PRINTED TEES	1/13/2022	2594.24	0100	OFFICE MATERIALS
14855039	SCHOOL SERVICES OF CALIFORNIA	1/13/2022	390.00	0100	REGISTRATION FEES
14855040	FIREHAWK	1/13/2022	3646.60	0100	CONTRACTED SERVICES
14855041	BEST BEST & KRIEGER LLP	1/13/2022	15428.00	0100	LEGAL SERVICES
14855042	FLYERS ENERGY	1/13/2022	4455.91	0100	CONTRACTED SERVICES
14855043	XEROX CORPORATION	1/13/2022	4481.59	0100	MAINTENACE AGREEMENT
14856179	CAL PACIFIC TRUCK CENTER ,LLC	1/18/2022	6491.16	0100	CONTRACTED SERVICES
14856180	THE STEPPING STONE GROUP	1/18/2022	9686.40	0100	PROFESSIONAL SERVICES
14856181	JACKSON AND BLANC	1/18/2022	18050.00	0100	CONTRACTED SERVICES
14856182	REFRIGERATION SUPPLIES	1/18/2022	335.94	0100	MAINTENANCE SUPPLIES
14856183	OFFICE DEPOT	1/18/2022	116.71	0100	OFFICE SUPPLIES
14856184	WILDA'S WRITING WORKSHOP	1/18/2022	10000.00	0100	PROFESSIONAL SERVICES
14856185	CDW GOVERNMENT LLC	1/18/2022	10992.00	0100	CONTRACTED SERVICES
14857201	ALLIANCE ENGINEERING OF CALIFORNIA, INC	1/20/2022	2163.20	0100	PROFESSIONAL SERVICES
14857203	AGRI-TURF DISTRIBUTING, LLC	1/20/2022	847.24	0100	GROUPS SUPPLIES

Expenditure Report
1/1/22-1/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14857204	DAILY JOURNAL CORPORATION	1/20/2022	28.90	0100	CONTRACTED SERVICES
14857205	DFS FLOORING LP	1/20/2022	10341.39	0100	CONTRACTED SERVICES
14857206	TOM SILVA CONSULTING	1/20/2022	2025.00	0100	PROFESSIONAL SERVICES
14857208	THE SPEECH PATHOLOGY GROUP, INC	1/20/2022	8320.00	0100	PROFESSIONAL SERVICES
14857209	SPRINT	1/20/2022	4137.22	0100	CONTRACTED SERVICES
14857212	WIRELESS PRO'S	1/20/2022	25.01	0100	MAINTENANCE SUPPLIES
14857215	BEST BUY	1/20/2022	6649.04	0100	TECHNOLOGY SUPPLIES
14857218	AMAZON.COM, INC.	1/20/2022	9563.29	0100	OFFICE SUPPLIES
14858263	AVID CENTER	1/24/2022	1405.94	0100	INSTRUCTIONAL SUPPLIES
14858264	KEENAN & ASSOCIATES	1/24/2022	720.24	0100	REIMBURSEMENT
14858265	KELLY SPICERS STORES	1/24/2022	1878.21	0100	PUBLICATION SUPPLIES
14858266	XEROX FINANCIAL SERVICES	1/24/2022	9274.25	0100	LEASE AGREEMENT
14858267	AARDVARK ANT & PEST CONTROL INC.	1/24/2022	1713.00	0100	CONTRACTED SERVICES
14858268	EWING IRRIGATION	1/24/2022	1509.29	0100	GROUND SUPPLIES
14858269	AT&T	1/24/2022	6961.51	0100	UTILITIES
14858270	WALMART	1/24/2022	38.36	0100	INSTRUCTIONAL SUPPLIES
14858271	DOVETAIL HOUSE PUBLISHING	1/24/2022	1368.32	0100	INSTRUCTIONAL SUPPLIES
14858272	MARTHA MURILLO	1/24/2022	81.87	0100	REIMBURSEMENT
14858273	TEAMTALK NETWORK	1/24/2022	397.80	0100	MAINTENANCE AGREEMENT
14858274	CALIFORNIA FINANCIAL SERVICES	1/24/2022	20000.00	0100	PROFESSIONAL SERVICES
14858275	SOUTH BAY COMMUNITY SERVICES	1/24/2022	16859.00	0100	PROFESSIONAL SERVICES
14859462	P.I.P.S.	1/27/2022	71370.25	0100	CONTRACTED SERVICES
14859463	KELLY SPICERS STORES	1/27/2022	3756.60	0100	INSTRUCTIONAL SUPPLIES
14859464	MAXIM HEALTHCARE SERVICES, INC	1/27/2022	13533.82	0100	PROFESSIONAL SERVICES
14859465	WEX BANK	1/27/2022	2174.27	0100	OPERATIONAL SERVICES
14859466	EMCOR SERVICES MESA ENERGY	1/27/2022	886.66	0100	CONTRACTED SERVICES
14859467	GUITAR CENTER, INC	1/27/2022	7921.78	0100	TECHNOLOGY EQUIPMENT
14859468	HEINEMANN	1/27/2022	5786.99	0100	INSTRUCTIONAL SUPPLIES
14859469	SAN DIEGO GAS & ELECTRIC	1/27/2022	71704.09	0100	UTILITIES
14859470	WALMART	1/27/2022	1.87	0100	REFRESHMENTS
14859471	PEARSON	1/27/2022	155.91	0100	INSTRUCTIONAL SUPPLIES
14859472	FUN AND FUNCTION, LLC	1/27/2022	42.99	0100	INSTRUCTIONAL SUPPLIES
14860699	CORODATA RECORDS MANAGEMENT, INC.	1/31/2022	136.99	0100	CONTRACTED SERVICES

Expenditure Report
1/1/22-1/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14860700	RICK QUINTANA	1/31/2022	38.85	0100	REIMBURSEMENT
14860701	VECTOR USA	1/31/2022	4318.68	0100	CONTRACTED SERVICES
14860702	DENISE VILLEZCAS	1/31/2022	49.85	0100	REIMBURSEMENT
14860703	XEROX FINANCIAL SERVICES	1/31/2022	9274.25	0100	LEASE AGREEMENT
14860704	MAXIM HEALTHCARE SERVICES, INC	1/31/2022	5396.00	0100	PROFESSIONAL SERVICES
14860705	OSCAR MADERA	1/31/2022	296.53	0100	REIMBURSEMENT
14860706	VENTURA COUNTY OFFICE OF ED	1/31/2022	100.00	0100	REGISTRATION FEE
14860707	DAILY JOURNAL CORPORATION	1/31/2022	32.30	0100	CONTRACTED SERVICES
14860708	KARINA VICTORINO	1/31/2022	117.15	0100	REIMBURSEMENT
14860709	WALSH & ASSOCIATES, APC	1/31/2022	304.00	0100	LEGAL FEES
14860710	MYSTERY SCIENCE INC.	1/31/2022	1499.00	0100	INSTRUCTIONAL MATERIAL
14860711	FOUNDATION BUILDING MATERIALS LLC	1/31/2022	332.46	0100	MAINTENANCE SUPPLIES
14860712	CITY TREASURER	1/31/2022	11016.97	0100	UTILITIES
14860713	SAM & ROSE STEIN EDUCATION	1/31/2022	7865.26	0100	PROFESSIONAL SERVICES
14860714	PARADIGM HEALTHCARE SERVICES	1/31/2022	500.00	0100	PROFESSIONAL SERVICES
14860715	COURTNEY TIRE SERVICE	1/31/2022	239.08	0100	MAINTENANCE SUPPLIES
14860716	THE INSTITUTE FOR EFFECTIVE	1/31/2022	4852.60	0100	PROFESSIONAL SERVICES
14860717	HOME DEPOT	1/31/2022	1217.90	0100	MAINTENANCE SUPPLIES
14860718	CALIFORNIA DEPT. OF JUSTICE	1/31/2022	441.00	0100	CONTRACTED SERVICES
14860719	WILLY'S ELECTRONIC SUPPLY CO.	1/31/2022	138.88	0100	MAINTENANCE SUPPLIES
14860720	NAPA AUTO AND TRUCK PARTS	1/31/2022	123.75	0100	MAINTENANCE SUPPLIES
14860721	HARBOR FREIGHT TOOLS	1/31/2022	84.78	0100	MAINTENCE SUPPLIES
14860722	YMCA OF SAN DIEGO COUNTY	1/31/2022	78689.13	0100	PROFESSIONAL SERVICES
14860723	SMART & FINAL	1/31/2022	583.95	0100	OFFICE REFRESHMENTS
14860724	SOUTHWEST SCHOOL & OFFICE	1/31/2022	38455.98	0100	COVID SUPPLIES
14860725	MICHAEL BAKER INTERNATIONAL	1/31/2022	3923.52	0100	PROFESSIONAL SERVICES
14860726	OPTIMUM FLOORCARE	1/31/2022	248.45	0100	CONTRACTED SERVICES
14860727	SIR SPEEDY PRINTING 02890	1/31/2022	859.85	0100	OFFICE MATERIAL
14860728	SPARKLETTTS	1/31/2022	456.04	0100	CONTRACTED SERVICES
Total Fund 01			\$ 1,309,561.30		
14853918	OFFICE DEPOT	1/10/2022	823.70	1200	INSTRUCTIONAL SUPPLIES
14855036	WAXIE SANITARY SUPPLY	1/13/2022	6828.59	1200	CUSTODIAL SUPPLIES
Total Fund 12			\$ 7,652.29		

Expenditure Report
1/1/22-1/31/22

Warrant ID	Payee	Date	Warrant Amount	Fund	Description
14851597	BEST BUY	1/3/2022	1566.57	1300	CAFETERIA SUPPLIES
14852594	WEX BANK	1/6/2022	3051.39	1300	OPERATIONAL SERVICES
14857202	GOLD STAR FOODS	1/20/2022	30876.24	1300	CAFETERIA FOODS
14857210	HOLLANDIA DAIRY INC.	1/20/2022	17582.30	1300	CAFETERIA FOOD
14857211	P&R PAPER SUPPLY COMPANY, INC.	1/20/2022	3003.99	1300	CAFETERIA PAPER GOODS
14857213	LLOYD PEST CONTROL CO.	1/20/2022	232.00	1300	CONTRACTED SERVICES
14857214	CALIFORNIA DEPARTMENT OF	1/20/2022	185.25	1300	CONTRACTED SERVICES
14857216	ACE COOLING & FREEZING	1/20/2022	3275.75	1300	CONTRACTED SERVICES
14857217	AMERICAN PRODUCE DISTRIBUTORS	1/20/2022	806.60	1300	CAFETERIA FOOD
Total Fund 13			\$ 60,580.09		
Grand Total			\$ 1,377,793.68		

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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 Resolution No. 21/22-0006, 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 2021-22 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 2021-2022 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

February 10, 2022

	Vendor	Description	Estimated Amount	Funding Source	Administrator
1	Alliant International University Inc.	Provide university students with practicum or internship opportunities in the District. (Feb. 18, 2022 to Feb. 17, 2025)	N/A	N/A	Heath
2	Brain POP	Renewal of subscription for Smythe Elementary School (Term: Feb. 2022-23)	\$3,250.00	ESSER III	Gonzalez/Little
3	I Love A Clean San Diego	Guest Speaker to provide an environment educational presentation to 7th graders at Vista Del Mar Middle School. (02-09-22)	N/A	N/A	Gonzalez/Cevallos
4	Mano A Mano Foundation	To provide virtual Parent Educational Workshops for parents at Sunset and Willow Schools at a cost NTE \$4,000 per site. (Jan. - Jun. 2022)	Not to exceed \$8,000.00	Title I	Gonzalez/Burciaga/Rodriguez
5	Notable Inc.	Subscription to Kami online whiteboard software for a VLA classroom. (2021-22)	\$198.00	ESSER III	Farkas/Lewis
6	Southwestern College	Use of Facilities Agreement to offer parents continuing education classes. (Jan. 2022- June 2023)	N/A	N/A	Adrianzen/Mata

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Human Resources Informational
Glenn Heath, Executive Director Action

AGENDA ITEM: AGREEMENT WITH ALLIANT INTERNATIONAL UNIVERSITY, INC.

BACKGROUND INFORMATION:

The San Ysidro School District will enter into an agreement with the Alliant International University Inc., a California Benefit Corporation for the purpose of providing Practicum Students, Student Teachers, and Teacher Interns who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District.

Term: February 18, 2022 to February 17, 2025 (3 years)

RECOMMENDATION:

Approve the agreement with the Alliant International University for the purpose of providing students Practicum or Internship opportunities in the District.

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 2021-2022 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



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
San Ysidro School District

Alliant International University, Inc., a California Benefit Corporation (the “University”), and San Ysidro School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective February 18, 2022 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

Subject to the suspension of any requirements pursuant to Executive Order N-66-20 or other related Executive Orders.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
4. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students. Video, pictures, etc that include students will require parent permission for specific projects.
5. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
6. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis. The district will require all of this documentation too.
7. No Intern shall displace any fully credentialed employee in the District.
8. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
9. The District and the University, in partnership, must provide support for each Intern.
10. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
11. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
12. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
13. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.

14. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
15. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
16. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
17. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year. Alliant International University has included San Ysidro School District as an additional Insured on the Certification of Insurance.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information,

military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any

other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

**Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.**

Date

Address:

**10455 Pomerado Rd.
San Diego, CA 92131**

San Ysidro School District:

San Ysidro School District

Date

Address:

**4350 Otay Mesa Road
San Ysidro, CA 92173**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Smythe School
Russell Little, Principal

Informational
 Action

AGENDA ITEM: RENEWAL OF SUBSCRIPTION AGREEMENT WITH BRAIN POP
FOR SMYTHE ELEMENTARY

BACKGROUND INFORMATION:

Brain POP offers unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across Smythe’s curriculum, SEL-themed topics, and embedded creative and computational projects on Brain POP and Brain POP Jr. Brain POP offers an array of resources and tools to meet every student’s interest and needs while developing their critical, computational, and creative thinking skills across the curriculum.

The Brain POP subscription was purchased last school year and the Principal at Smythe Elementary School is requesting approval to renew it for one more year (February 2022 to February 2023).

RECOMMENDATION:

Approve the renewal of the subscription agreement with Brain POP for Smythe Elementary at the total cost of \$3,250.00.00 from the ESSER III Fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement, Action #16
Goal 4: Social Emotional Learning and Well-being, Action #4

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

Yes No

Yes No

\$3,250.00

(Amount)

ESSER III Fund - Smythe

(Name of funding source and/or location)

Recommended for: Approval Denial

Certification Requested Yes No



Ref 7592

Quote

Date	Quote #
11/15/2021	US5191953138R

Payment Status
Open

Bill To Attention

Accounts Payable
Smythe Elementary School
1880 Smythe Avenue
San Ysidro CA 92173
United States

Username	E-mail
smytheelementarysc...	russell.little@sysdschools.org

Item	Type	Qty	Description	Rate	Amount
School Combo 24/7	Renewal	1	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr.	3,250.00	3,250.00
Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com , as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.				Total	\$3,250.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: Russell Little Authorized Signature: Russell Little
 Title: Principal Date: 11/27/2022

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
 Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com



BrainPOP LLC
 71 W 23rd St.
 17th Floor
 New York NY 10010
 United States
 www.brainpop.com

Invoice

Date	Invoice #
01/27/2022	US292624

Payment Status
Open

Bill To
Accounts Payable Smythe Elementary School 1880 Smythe Avenue San Ysidro CA 92173 United States

Ship To
Smythe Elementary School 1880 Smythe Avenue San Ysidro CA 92173 United States

Terms	Date of Rece...	PO #	User Name	E-mail
Due Upon Receipt	01/27/2022		smytheelementarysc...	russell.little@sysdschools.org
Item	Quantity	Description	Unit Price	Amount
School Combo 24/7	1	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr.	3,250.00	3,250.00
Remit payment to below address within 30 days. Please note the new remittance address. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this invoice, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.			Total Amount Due	3,250.00 \$3,250.00

Please detach and enclose with payment.

BrainPOP LLC

Customer Smythe Element...

Invoice # US292624

Amount Due \$3,250.00

Amount Paid _____

US Customers Remit To

BrainPOP LLC
 PO BOX 28119
 New York, NY 10087-8119

Last updated on June 15, 2020

Welcome to BrainPOP®!

The use of any of the BrainPOP and its affiliates (“BrainPOP”) owned and operated websites and/or mobile applications (Collectively referred to as “Services”), whether accessed via computer, mobile device or otherwise, is subject to these terms and conditions (“Terms of Use”). Your use of the Services constitutes your agreement to the Terms of Use, so please read them carefully. Additional terms and conditions may apply to some services offered on this Website if we post such terms within such services or if we signed a separate agreement with you for such services. Please contact legal@brainpop.com if you have any questions about these Terms of Use.

MINORS: SOME PORTIONS OF THE SERVICES ARE NOT INTENDED FOR MINORS, INCLUDING BRAINPOP EDUCATORS, THE ABOUT BRAINPOP PAGE AND THE STORE. ALSO, REGISTERING AN ACCOUNT REQUIRES SUPERVISION OF A PARENT OR LEGAL GUARDIAN IF YOU ARE A MINOR.

EDUCATORS: IF YOU ARE AN EDUCATOR, WHETHER IN A PUBLIC OR PRIVATE SCHOOL OR EDUCATIONAL ORGANIZATION, THEN, YOU ARE REPRESENTING AND WARRANTING TO US THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS OF USE ON BEHALF OF YOUR ORGANIZATION AND YOUR STUDENTS.

The services are operated by BrainPOP LLC and its related companies (“we,” “us”). If you have any questions concerning our Services or the respective operator(s), you may contact us at the following address:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: legal@brainpop.com

CHANGES TO OUR SERVICES

In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services and suspend, discontinue, delete, modify, or remove any content or functionality offered in the Services from time to time. In addition, in the future, we may charge users for certain content or functionality which may be presently available for free.

PRIVACY POLICY

Please review our [privacy policy](#) (“Privacy Policy”), which is incorporated into, and considered part of, these Terms of Use. The Privacy Policy explains our privacy practices for the Services. By visiting our Services, you also consent to our Privacy Policy, so please read them carefully.

OWNERSHIP

Subject to the provisions of these Terms of Use, the Services and all of its subdomains, contents, links, software (whether downloadable or non-downloadable), interfaces, chat rooms, forums, mobile products, applications, services found on our websites, technology, user interfaces, profiles, widgets, messages, links, emails, graphics, images, video, code, sounds, music, games, videos, User Content (as further explained and defined below), Applications (as defined below) all audio visual or other material appearing on or emanating to and/or from our Services, as well as the design and appearance of our Services and the accompanying information and documentation (collectively, “the Content”),

are owned by or licensed to us, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions. We reserve all rights to the Content.

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Any unauthorized use of the Services or violation of these Terms of Use and the Use License automatically terminates your permission to use the Services.

THE CONTENT; SUBMISSION OF USER CONTENT AND USE OF OUR SERVICES

CONTENT

We attempt to provide accurate descriptions of the Content. However, we do not warrant that product descriptions or other parts of the Content are accurate, complete, reliable, current, or error-free. If Content is materially misrepresented, your sole remedy is to cease use of that Content and to notify us of the purported error.

While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp portal. Users should keep in mind that once they leave BrainPOP and visit a third-party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at privacy@brainpop.com.

Adult-facing pages of our Services websites may also provide links to social plugins and third party sites that have separate privacy policies and procedures; by clicking through to them, you are subject to their rules and policies. The use of these social media plugins is optional and leads to user-generated content. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third-party sites.

We expressly disclaim any and all liability in connection with your use of any features or content provided by third parties. Any such use of third-party content is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

EMBEDDED CONTENT FROM OUR SERVICES

Our Services may provide you with an “Embedded Features” option that enables you to incorporate certain Content into your own personal, non-commercial websites for use in accessing the materials on our Services (“Embedding”). Your use of Embedding, is subject to these Terms of Use, in all respect, including, but not limited to limitations imposed by the Use License. You must provide a prominent link back to our Services on all pages containing the Embedded Features. Please note that all of the limitations and restrictions and all of the terms included in these Terms of Use apply to the use of this feature. We reserve the right to revoke the license to use the Embedded Features for any reason in our sole discretion and without providing you with explanations or clarifications. You agree to remove the Embedded Features from our Services immediately upon request from us.

USER CONTENT

Student Records:

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber. Each school or district has access to a user-friendly administrator dashboard that allows direct control over the Student Records at all times. The administrator(s) appointed by the school or district can create, update, review, modify, and delete individual accounts, and monitor logins within the individual accounts. We will solely use the Student Records for the purpose of providing and enhancing teacher and student use of the Services. For more information about Student Records, see our [Privacy Policy](#).

Other User Content:

Certain functionalities within adult-facing pages of our Services may allow you to submit, upload, post, or create (collectively “submit”) certain types of content (“User Content”). Except for Student Records as defined in our Privacy Policy, you acknowledge and agree that we do not guarantee any

confidentiality with respect to any User Content you submit. You shall retain all ownership rights to and shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to create and publish any User Content you submit. You may not upload or post any User Content on our Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may upload only User Content that you are permitted to upload by the owner or by law.

By submitting any User Content other than Student Records as defined in our Privacy Policy, you grant us a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, publish, reproduce, distribute, disseminate, copy, prepare derivative works of, and display, in whole or in part, the User Content, without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content, and you hereby waive any claim to the contrary. You acknowledge and agree that such User Content may be utilized by our users in various ways over which we do not have any control and you expressly release us from any claims with respect to any use of User Content by any third parties.

We do not endorse any User Content submitted to our Services and expressly disclaim any and all liability in connection with such User Content. We reserve the right to remove or modify any User Content in any manner, at any time and without prior notice. If you find any inappropriate Content on our Services, we encourage you to report such inappropriate content to: legal@brainpop.com.

USER CONTENT RESTRICTIONS

We strictly prohibit the use of our Services for offensive, illegal or harming purposes. You agree not to use our Services (i) to create, edit, post or share any content that is harmful, unlawful, obscene, libelous, racist, hateful, or criminal or that violates the privacy of others, or any other illegal, offensive or inappropriate content, or (ii) for purposes that are illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise objectionable, as determined in our sole and absolute discretion.

You further agree not to use our Services in a manner that (i) is unlawful, fraudulent, deceptive, or impersonates any person or entity; (ii) uses technology or other means to access unauthorized content or non-public spaces or reverse engineer any functionalities of our Services; (iii) uses any type of automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces; (iv) introduces or attempts to introduce viruses or any other harmful computer code or programs that interrupt, destroy or limit the functionality of our Services or related servers and networks; (v) attempts to gain unauthorized access to our Service's users' accounts; (vi) constitutes a criminal offense or otherwise encourages criminal conduct; (vii) gives rise to civil liability; (viii) violates these Terms of Use in any manner; (ix) fails to comply with the Terms of Use applicable to Third Party Content; or (x) uses our Services for creating, sharing and sending unsolicited commercial messages.

Display of User Content on our Services does not constitute our approval or endorsement thereof. We reserve the right to remove any content that we deem to be illegal, offensive or inappropriate, in our sole discretion, and we reserve the right to take action against the user submitting such User Content, including, but not limited to, suspending any or all use of our Services, in any way or manner, or terminating such user's account.

USER ACCOUNT

Certain content and functionalities of the Services require registration in order to be able to enjoy such content and functionalities. We reserve the right to decide which content and functionalities require registration or will require registration in the future. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you

agree to accept responsibility for all activities that occur under your account or password. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

If you provide any information that is untrue, inaccurate, or incomplete (including but not limited to falsely self-identifying), or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Services.

In the course of the registration process to certain features or products in our Services, you may be entitled to upload a profile picture to your account. The profile picture you upload may not contain nudity, obscenity, sexually explicit material or contain images of people which have not given you a prior written permission to use their image.

STUDENT ACCOUNTS

Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district.

If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

APPLICATIONS

Our Services may allow you to download certain applications to be used on mobile devices, such as smartphones or tablets ("Application" or "Applications"). The download and use of the Applications is governed by these Terms of Use and by any Terms of Use applicable to the Applications at the time you download onto your mobile device ("Mobile Terms of Use"). Any conflicts between these Terms of Use and the Mobile Terms of Use with respect to Applications shall be resolved in favor of the Mobile Terms of Use.

If you are downloading or accessing an Application via an application store operated by a third party (for example, App Store®), you acknowledge that such third party is not a party to and has not agreed to these Terms of Use or, otherwise, does not sponsor, endorse or have any affiliation with our Services. Your download of Applications through such third parties is subject to their respective terms of use (e.g. App Store® usage rules)

We may charge a fee for downloading the Applications that will be disclosed to you prior to you downloading the Applications. These fees are subject to change. In the event that we change the fees charged for the Applications, we will not provide any type of price protection, refunds or promotional pricing for any reason. Use of the Applications may be subject to standard messaging, data and other fees that may be charged by your mobile carrier. Your carrier may also prohibit or restrict the Applications and the Applications may be incompatible with your carrier or mobile device. If you have any questions concerning this, please contact your carrier to obtain further information.

Please note that our Applications are not available if your school is using a single sign on service.

COPYRIGHT POLICY AND COMPLAINTS

We respect the intellectual property of others. If you believe that any material on our Services infringes upon any copyright that you own or control, please send us a notification of such infringement containing the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing can be found on our Services;
4. Your address, telephone number, and email address;
5. A statement that you believe that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you at the bottom of your notification exactly as follows: **“I hereby declare, under penalty of perjury, that the above information is accurate and that I am the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner.”**

Send the notification to us as follows:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: legal@brainpop.com

In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of terminating accounts and/or pursuing other remedies, at our sole discretion, if we suspect that the account holder has infringed the intellectual property rights of BrainPOP or any third party.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICES INCLUDING THE CONTENT AND ALL INFORMATION, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE CONTENT, INFORMATION, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SERVICES, THE CONTENT, INFORMATION, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, SUPPLIERS OR THEIR RESPECTIVE MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING FROM THE USE OF THE SERVICES OR FROM THE CONTENT, INFORMATION, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OR RELIANCE OR INABILITY TO USE THE SERVICES OR ANY OF THE CONTENT, INFORMATION,

MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES, OR WHETHER THEY ARISE FROM THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF ANY SERVICES OR ANY CONTENT, INFORMATION, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES. IN NO EVENT SHALL OUR TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS EXCEED THE AMOUNT ACTUALLY PAID, IF ANY, TO US BY THE INJURED PARTY. IN ANY JURISDICTION THAT DOES NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR A TOTAL MAXIMUM AMOUNT, OUR LIABILITY OR LIABILITY OF ANY OF OUR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AFFILIATES, AGENTS, SUPPLIERS, CUSTOMERS OR LICENSEES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INDEMNITY

You agree to indemnify, hold us harmless and, at our option, defend us and our affiliates, and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services or our products or offerings, your violation of these Terms of Use, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

TERMINATION

You may stop using our Services at any time and at your sole discretion, with no need for justification and with no charge, and you may contact us and request to delete your account and/or disable your subscription. Note that the termination of an account or a subscription does not delete the information posted by you, and you may need to contact us directly to request editing, deletion or removal of such information. If your account is terminated, your rights to use our Services will cease immediately.

WAIVER

Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by the waiving party.

DISPUTES AND APPLICABLE LAW

You agree that the laws of the State of New York, without regard to principles of conflicts of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us. Any dispute relating to or arising from your use of the Services shall be solely adjudicated in the Supreme Court of the State of New York or in the U.S. Federal District Court located in New York County, New York, and you consent and submit to exclusive jurisdiction and venue in such courts and agree to accept service of process by electronic mail.

Without derogating from the above, any claim that you may have in connection with these Terms of Use must first, and before taking any other legal action, be submitted to us in the form of a complaint to legal@brainpop.com to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these terms arises, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction at any time.

CHANGES AND SEVERABILITY

You agree to check the Terms of Use periodically for new information and terms that govern your use of our Services. We reserve the right to make changes to our Services, our policies, and these Terms of Use at any time. Posting the modified Terms of Use on our Services will give effect to the revised terms. Your continued use of our Services indicates your acceptance of any revised terms. If you do not agree to the revised terms, stop using our Services immediately. If any of the terms or conditions in these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

COMMUNICATION WITH US

You agree to receive communications from us electronically regarding your account, these Terms of Use and the Services, and such communications sent from us shall be considered sufficient means of notice, whether applicable law requires written notice or not. You further agree that your electronic communications, except for communications regarding subscriptions, are not confidential.

[Please click on this link to view the previous version of our Terms of Use, in effect before June 15, 2020.](#)

Translations

These Terms of Use are also available in [Spanish](#), [French](#), and [Mandarin](#). Please note that the English version shall prevail in the case of any conflict between them.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Vista Del Mar Middle School
Irene Herrera-Cevallos, Principal

Informational
 Action

AGENDA ITEM: AGREEMENT WITH I LOVE A CLEAN SAN DIEGO

BACKGROUND INFORMATION:

Founded as the San Diego War Against Litter Committee (WALC) in 1954, I Love A Clean San Diego (ILACSD) has worked to improve the health and beauty of San Diego for over 67 years. The mission of ILACSD is to create zero waste lifestyles and zero litter through San Diego County.

The Principal at Vista Del Mar Middle School is requesting approval of a guest speaker agreement with I Love A Clean San Diego to have an educational presentation for a 7th grade class.

The presentation will increase the students' knowledge of local watersheds and promote behaviors that prevent storm water pollution, and as a result it will help students recognize everyday actions, they can take to keep their local watershed healthy. Some of the important concepts that will be addressed are: ▪ water cycle, ▪ food webs, ▪ latest update on Pacific Garbage Patch and ▪ prevention techniques to be implemented for types of pollution.

The presentation at Vista Del Mar is scheduled for February 9, 2022, free of cost.

RECOMMENDATION:

Approve/Ratify the guest speaker agreement with I Love A Clean San Diego to provide an environment educational presentation at Vista Del Mar Middle School at no cost to the District.

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 #8.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-2022 Budget?

Yes No

Requisition #

N/A

(Amount)

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SERVICE AGREEMENT FOR GUEST SPEAKER

I Love A Clean San Diego (SPEAKERS)
and San Ysidro School District (DISTRICT), mutually agree to the following:

1. Purpose:

Free Environmental Education presentation for Vista Del Mar Middle School students. This free presentation will increase the students' knowledge of local watersheds and promote behaviors that prevent storm water pollution and identify important concepts such as the water cycle, food webs, and the latest update on the Pacific Garbage Patch. Students will be given the chance to work in a small group to closely examine a particular pollutant in a jar and report their findings to the class. In conclusion of the program, Speaker will help the students recognize everyday actions they can take to keep their local watershed healthy.

This program is a great opportunity to start a discussion with students about the types of pollution entering San Diego's local environment, its effects, and prevention techniques they can implement themselves. In addition, community services is strongly encouraged as a solution to some of our pollution problems.

2. Scope of Services:

SPEAKER'S staff (Kit Medina and Ryan Medina) will present to 7th grade classes at Vista Del Mar Middle School on Wednesday, February 9, 2022. Presentation is approximately 1 hour in length and is geared toward middle school science classes.

3. Compensation:

Presentation/Services are offered at no cost to the DISTRICT.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

negligent



5. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

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.

I LOVE A CLEAN SAN DIEGO

Authorized Signer

Signature: Walter Decal Date: 2-4-2022
5797 Chesapeake Court, Suite 200, San Diego, CA 92123
(619) 794-0020

SAN YSIDRO SCHOOL DISTRICT

Signature: _____ Date: _____
Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476
Board approved: _____

SYSD CONTACT PERSONS:

Irene Herrera-Cevallos
Principal, VDM
(619) 428-4476 ext. 3999
irene.herrera-cevallos@sysdschools.org

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, **Guest Speaker/Presenter from I LOVE A CLEAN SAN DIEGO, its employees and/or Subconsultants/ Subcontractors may have contact with pupils.**

WD (Initial) As required under Education Code Section 45125.1, subdivision (a), Consultant shall require their employees, including the employees of any sub-consultant and/or subcontractor, who will provide services pursuant to this contract to ~~submit their fingerprints in a manner authorized by the Department of Justice in order to~~ conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

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

WD (Initial) Consultant 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).

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

WD (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.

WD (Initial) Consultant's individuals/employees and/or SubConsultants/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 Consultant's employees/individuals and/or Subconsultants/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 Consultant's and SubConsultant'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.

No fingerprinting has been completed, so any codes related, do not apply. *WD*

Company Name: I LOVE A CLEAN SAN DIEGO

Name/Title of Authorized Representative (Print): Natalie DeCarli, Interim Executive Director

Signature: *Natalie DeCarli*

Date: 2-4-2022

**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"), other than during the normal duty day, I, I Love A Clean San Diego (Print - Name of participant) the undersigned, agree to the following:

WD (initials) 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 District.

WD (initials) 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~~ presence of the Participant during or participation by the Participant in the use of the District Facilities. Participant 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. negligence WD

WD (initials) 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 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, 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.

WD (initials) 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 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.

WD (initials) 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:

Natalie DeCarli
Signature

2-4-2022
Date

Natalie DeCarli, I Love A Clean San Diego
Print Name

(619)704-2771
Phone

Organization: I Love A Clean San Diego

Note: Please include Business Card if available.

Participant's Address: 5797 Chesapeake Court, Suite 200, San Diego, CA 92123

Telephone/Mobile: (619) 704-2771

Event Description/Purpose: Environmental education presentation(s)

Date of Event: 2/9/2022 Time: From _____ To: _____

Location of Event: Vista Del Mar Middle School

**Please return completed forms to the Business Services Office at least one week before the event.
~ Thank you**

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Information Management Systems
Todd Lewis, Director

Informational
 Action

AGENDA ITEM: AGREEMENT WITH NOTABLE, INC.

BACKGROUND INFORMATION:

To assist with online learning teacher Kimberly Brunetto has requested Kami licensing to use with her VLA class. Kami is a web-based tool that allows teachers and students to draw freely with digital pens and annotate text with a selection of colors, shapes, and text sizes on PDF document and a web based whiteboard. Kami also provides users “with the essential tools to create an engaging and collaborative learning environment.”

Item	Quantity	Price Each
Kami Teacher Plan - 12 months (Kami Teacher License and up to 150 students)	2	\$99.00
Total Price		\$198.00

RECOMMENDATION:

Approve the agreement with Notable Inc. to provide Kami online whiteboard software a 1-year subscription at a cost of \$198.00 from the ESSER III fund.

LCAP GOAL AND ACTION/SERVICE (please indicate):

Renewal New Amendment Ratify Other

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

Yes No

Yes No

\$198.00
(Amount)

ESSER III Funds
(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

Notable, Inc

QUOTE

QUOTE-220948

Bill To

San Ysidro School District
Todd Lewis, Technology Director
4350 Otay Mesa Road, San Ysidro
California 92173, United States

Quote Issued Date : October 21, 2021

Quote Expiry Date : February 27, 2022

Quote Requested By

Todd Lewis , Technology Director
todd.lewis@syzdschools.org
4350 Otay Mesa Road, San Ysidro
California 92173, United States

School Year : SY 2021-2022

Kami Contact Person : Marie Silver

#	Item & Description	Quantity	Price	Amount
1	Kami Teacher Plan - 12 months Kami License for Teachers (and up to 150 of their students) for 12 months from receipt of PO	2.00 users	99.00	198.00
			Sub Total	198.00
			Total	\$198.00

Notes

All amounts in United States Dollar

To **accept** this QUOTE and receive your license, please enter your order with your license activation preferences here: <https://kami.app/form/po-form>

For US customers, W-9 form is available upon request.

We accept payment by Bank Wire/ACH transfer, Credit Card, or Check (USA customers only) - details will be provided on your invoice. Credit card transactions incur a 3% transaction fee in addition to the 'Total' shown above.

Terms & Conditions

<https://www.kamiapp.com/terms-of-service/>



Level up your learning at Kami Connect – a free virtual event connecting educators from all across the world. [Register here!](#)

Terms of Service

Effective: May 5th, 2021

Thanks for using Kami. These terms of service (“Terms”) outline your use and access to the services, client software and websites (“Services”) provided by Kami Limited. Our [Privacy Policy](#) explains how we collect and use your information, while our



Your License to use our Services

Subject to the terms and conditions of this Agreement and any agreement entered into by your organization relating to the Services, Kami grants you a limited, non-exclusive, non-transferable, license to access and use the Services. You shall not (a) copy the Services or any part, feature, function or user interface thereof (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (c) attempt to gain unauthorized access to the Services or its



engineer the Services (to the extent such restriction is permitted by law).

Privacy

Kami's current Privacy Policy (located at www.kamiapp.com/privacy-policy) is incorporated herein by reference and made part of this Agreement. You understand that through your use of our Services, you consent to the collection and use (as set forth in this Agreement, the Privacy Policy and any agreement entered into by your institution relating to the Services) of your information for hosting, processing and use by Kami.

GDPR

These Service Terms incorporate the Kami GDPR Data Processing Agreement ("DPA"), when the GDPR applies to your use of the Kami Services to process User Data (as defined in the DPA). The DPA is effective as of 25 May 2018, relies on EU Standard Contractual Clauses (also called the SCCs or the EU Model Clauses) published by the European Commission and replaces and supersedes any previously agreed data processing addendum between you and Kami relating to the Directive 95/46/EC.



Your Files & Your Permissions

When you use our Services, you provide us with your files (“Your Files”). Your Files are yours. These Terms don’t give us any rights to Your Files except for the limited rights that enable us to offer the Services.

We need your permission to do things, like hosting Your Files, backing it up, and sharing it when you ask us to. Our Services also provide you with features like thumbnails, document previews, sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Files. You give us permission to do those things, and this permission extends to trusted third parties we work with. Refer to our Privacy Policy for a list of these 3rd party cloud providers and details of how your data is protected.

Sharing Your Files

Our Services let you share Your Files with others, so please think carefully about what you share.

Your Responsibilities



must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services.

Please safeguard your password to the Services, make sure that others don't have access to it, and keep your account information current.

Finally, by using our Services, you are representing to us that you're over 13 years of age, OR have been granted approved access to our Services by your school or parents.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, non-exclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the



under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Our Files

The Services are protected by copyright, trademark, and other laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Kami trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:



Kami Limited

Level 3, 125 St Georges Bay Road

Auckland 1052

New Zealand

copyright@kamiapp.com

Paid Accounts

Billing

You can add paid features to your account (turning your account into a “Premium Account”). We’ll automatically bill you from the date you convert to a Premium Account and on each periodic renewal until you cancel. You’re responsible for all applicable taxes, and we’ll charge tax when required to do so.

Downgrades

Your Premium Account will remain in effect until it’s canceled by you or terminated by Kami under these Terms. If you don’t pay for your Premium Account on time, we reserve the right to suspend it or downgrade your access to Kami tools that are only available to Premium Accounts.



Changes

Kami may change the fees in effect but will give you notice of these changes at least seven working days prior via private message to the email address associated with your account.

Using Kami for Business

If you join a “Kami for Business” account, you must use it in compliance with your employer’s terms and policies.

Please note that Kami for Business accounts are subject to your employer’s control. Your administrators may be able to access, disclose, restrict, or remove information in or from your Kami for Business account. They may also be able to restrict or terminate your access to a Kami for Business account. If you convert an existing Kami account into a Kami for Business account, your administrators may prevent you from later disassociating your account from the Kami for Business account.

Termination of Services

You have the choice to stop using our Services at any time. We reserve the right to suspend or end the Services at any time at our discretion and without notice, if you are



Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for paid accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll provide you with notice via the email address associated with your account before we do so.

Services “AS IS”

We strive to provide great Services, but there are certain things that we can't guarantee. **To the fullest extent permitted by law, Kami, its affiliates, suppliers, and distributors make no warranties, either express or implied, about the services. the services are provided “AS IS” we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement.** Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

Indemnification

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Kami and Kami's officers, directors, employees, agents, and

damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from your breach of this Agreement or your use of the Products (except for any gross negligence on the part of Kami).

Limitation of Liability

To the fullest extent permitted by law, in no event will Kami, its affiliates, suppliers or distributors be liable for; **(a)** any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use, data, business, or profits, regardless of legal theory, whether or not Kami has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose, and **(b)** aggregate liability for all claims relating to the services more than the greater of \$20 or the amounts paid by you to Kami for the past 12 months of the services in question. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

Digital Millennium Copyright Act Notice

require that the people who use the Products do the same. We may terminate the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Products in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to us at support@kamiapp.com:

1. Your name, address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;



belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and

6. A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Resolving Disputes

Let's Try To Sort Things Out First – We want to address your concerns without needing a formal legal case.

Before filing a claim against Kami, you agree to try to resolve the dispute informally by contacting dispute-notice@kamiapp.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Kami may bring a formal proceeding.

We Both Agree To Arbitrate – You and Kami agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.



agreement to arbitrate by clicking [here](#) and submitting the opt-out form within 30 days of first accepting these Terms.

Arbitration Procedures – The arbitration will be held in New Zealand, or any other location we agree to.

Exceptions to Agreement to Arbitrate – Either you or Kami may assert claims, if they qualify, in small claims court in New Zealand. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

Judicial forum for disputes – In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Kami agree that any judicial proceeding (other than small claims actions) will be brought in the courts of New Zealand. Both you and Kami consent to venue and personal jurisdiction there.

Force Majeure

Kami shall not be liable for any delay or failure to perform any obligation hereunder due to causes beyond its



civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

Waiver, Assignment and Severability

Waiver by Kami of any default or breach by you of any provision contained in this Agreement does not constitute a waiver of any subsequent default or breach of the same or any other provision of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect. You may not assign any of your rights under these Terms, and any such attempt will be void. Kami may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

No Third Party Beneficiaries



any third party.

Controlling Law

These Terms will be governed by New Zealand law except for its conflicts of laws principles.

Entire Agreement

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the



be bound by the revised Terms.

Contact

Have questions or concerns about Kami or our Services?

Contact us at support@kamiapp.com

Kami is:

Notable Inc in USA

8605 Santa Monica Blvd, PMB 57387, West Hollywood, CA
90069-4109

And Kami Limited in New Zealand

125 St Georges Bay Road, Parnell, Auckland 1052

Company

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM: Informational
Sunset and Willow Elementary Schools Action
Efrain Burciaga, Principal
Maria Rodriguez, Principal

AGENDA ITEM: AGREEMENT WITH MANO A MANO FOUNDATION

BACKGROUND INFORMATION:

The Mano a Mano Foundation was established to provide cultural sensitive, educational and supportive services to Latino families in the North County San Diego community. It is a 501(c)3, non-profit organization that provides skill building support groups that help parents and their children to encourage and nurture family success. Mano a Mano also promotes student and family involvement in school; drug and alcohol, and abuse awareness and education, gang prevention; parenting skill training and parent support groups.

Dr. Beatriz Villarreal will provide virtual parent education workshops to provide actual and up-to-date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parent how to participate in active, constructive and positive manner in their children's education. Parents will receive information on how to prevent at-risk behaviors and the strategies that will help them educate a health, well-mannered, independent, responsible and sensitive youth.

The virtual parent education workshops (8-days) will be offered for parents at Sunset and Willow Elementary Schools starting on January 25, 2022 through June 30, 2022 at a not to exceed cost of \$4,000 per school site.

- Sunset: January 25, February 1, 8, 15, 22, March 1, 8 and 15, 2022
- Willow: April 6, 13, 20, 27, May 4, 11, 18, and 25, 2022

RECOMMENDATION:

Approve/Ratify the agreement with the Mano A Mano Foundation for virtual parent education workshops for parents of Sunset and Willow Elementary Schools during the months of January to June 2022 at a cost not to exceed \$8,000.00 from Title I funds.

LCAP GOAL AND ACTION/SERVICE:

Goal #5: Parent Engagement, Action #3 Parent PD: 1. Learn about Educational System, 2. Group specific learning opportunities (ELs, SWDs, Military, Foster families, etc.)

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-2022 Budget?

Yes No

Requisition #

NOT TO EXCEED
\$8,000.00

(Amount)

Title I Funds

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

SAN YSIDRO SCHOOL DISTRICT SERVICE AGREEMENT FOR GUEST SPEAKER

Between Mano a Mano Foundation (SPEAKER) and
San Ysidro School District (DISTRICT)

1. Purpose:

To provide virtual Parent Education workshops services at Sunset and Willow Schools. An 8-week Spanish speaking program for Latino parents to provide actual, up-to date information of how to help and guide their youth at home so they can succeed in school and in their lives. Workshops will inform parents how to participate in an active, constructive and positive manner in their children's education. Workshops give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

2. Scope of Services:

The SPEAKER shall perform the services described below for the compensation stated in Section 3:

Keynote speaker/presenter for virtual parent educational meetings (8-week sessions) at the DISTRICT's Sunset School and Willow School Sites where the school site administrator has approved. The term of this agreement is from January 25, 2022 to June 30, 2022 as scheduled.

- Sunset: January 25, February 1, 8, 15, 22, March 1, 8 and 15, 2022
- Willow: April 6, 13, 20, 27, May 4, 11, 18, and 25, 2022

3. Compensation:

DISTRICT shall pay SPEAKER a not to exceed amount of \$8,000.00 (\$4,000.00 per school site). The DISTRICT is not responsible for any other expenses.

SPEAKER shall submit to DISTRICT an itemized invoice which indicates work completed. DISTRICT shall review each invoice to determine that the work performed is in compliance with the provisions of this Agreement. DISTRICT shall pay SPEAKER within 30 days and in accordance with this Agreement. Please note: Payments cannot be made in advance of services.

4. Indemnification and Hold Harmless:

SPEAKER shall defend, indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the SPEAKER hereunder, whether the same arises before or after completion of or expiration of this Agreement, except for damage, loss, or injury resulting from the DISTRICT's sole negligence or willful misconduct.

5. Insurance

SPEAKER shall main, at own expense, Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "per 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 with a general aggregate limit of \$2,000,000 the

required occurrence limit. The San Ysidro School District must be named additional insured and endorsed.

Verification of Coverage

SPEAKER 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 SPEAKER’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5. Termination:

This contract may be terminated at no cost to either party upon 10 days advance written notice prior to the date of service stated in Section 2, above.

6. Other:

SPEAKER is an independent contractor and will pay all applicable state, local and federal taxes associated with this agreement. This Agreement is the complete and exclusive understanding of the parties, and may only be modified in writing with the agreement of both parties.

This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved exclusively in the courts of the State of California located in San Diego, California.

MANO A MANO

GUEST SPEAKER – DR. BEATRIZ VILLARREAL, DIRECTOR

Signature: _____ Date: _____

Address: _____

Telephone: (760) 492-8897 E-mail: _____

SAN YSIDRO SCHOOL DISTRICT – Authorized Representative

Signature: _____ Date: _____

Marilyn Adrianzen, Chief Business Official
4350 Otay Mesa Road, San Ysidro, CA 92173
(619) 428-4476

Board approved: _____



Providing Support &
Education to the
Latino Community

Parent Education Series

“Parents Learning to be Better Parents”

Beatriz Villarreal, Ed.D.
Mano a Mano Foundation

Eight week program for Spanish speaking Latino parents that will provide actual, up-to date information to help and guide their youth succeed in school and in their lives.

The program series cost \$4000 dollars.

Includes:

- Professional services
- Graduation ceremony certificates
- Professional speakers

OVERALL OBJECTIVES

- To inform parents how to participate in an active, constructive and positive manner in their children education.
- To give parents the information of how to prevent at-risks behaviors and the strategies that will help them educate a healthy, well mannered, independent, responsible and sensitive youth.

Description of the Program:

“Parents learning to be better parents” is a skills-building program that helps face the difficult task of raising loving and responsible youngsters. The program is culturally sensitive and specifically focuses on the challenges facing parents today, like drugs, gangs, communication, self-esteem, violence, and discipline.

This program stresses the importance of loving communication within families.

Parents are encouraged to develop clear and consistent family rules and hold their children accountable for their behaviors. They are reminded of the immense influence they have with their children. They are the most important role models.

Finally, we will stress the importance the healthy values and positive attitudes that contribute to their children’s successes.

“Parents learning to be better parents” will be offered in eight weekly sessions of two hours. Dr. Villarreal is very well informed of support services around our North Coastal community. She will provide a list of community based agencies to the parents if they need any further services/assistance.

Programa Para Padres de Familia

Dra. Beatriz Villarreal

“Familias Aprendiendo a ser Mejores Familias”

La Escuela _____ los invita a participar en una serie de talleres donde recibirá información actualizada de lo que pasa en nuestra comunidad y también con el propósito de ayudarlo a poder formar jóvenes que tengan éxito en la escuela y en la vida en general.

*This workshop will
be presented in
Spanish only*

*This workshop will
be presented in
Spanish only*

Los temas son:

En la Educación está el Poder
Limites/Disciplina Positiva
Epidemias Familiares Familias
La Verdad sobre las drogas: Mariguana/VAPING, Fentalino
Prevención/Educación sobre Bullying y Violencia Domestica
Salud Mental: Ansiedad, prevención suicidio, depresión
Peligros del Internet: Tik-Tok, Grooming, Facebook, aplicaciones
Graduación

Estos talleres se ofrecerán en formato digital por Zoom

<https://sysdschools.zoom.us/j/2787271679>

De 9:00am a 10:30am



**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Business Services Informational
Marilyn Adrianzen, Chief Business Official Action

AGENDA ITEM: FACILITIES USE AGREEMENTS WITH SOUTHWESTERN COMMUNITY COLLEGE

BACKGROUND INFORMATION:

The San Ysidro School District (SYSD) in continued collaboration with the Southwestern Community College brings parents the opportunity for them to participate in Continuing Education classes/programs such as English as a second language. The Southwestern College will provide a teacher to instruct classes and the District will provide a room. Both parties agree to meet as often as required to run this collaboration thus providing the participating families the benefits of a great education.

The Facilities Use Agreement term is from January 1, 2022 to June 30, 2023. These classes will be offered at the Parent Resource Center located at the District Office at no cost to the District and Southwestern Community College.

RECOMMENDATION:

Approve/Ratify the Use of Facilities Agreement with Southwestern Community College for the purpose of offering parents Continuing Education classes 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 2021-2022 Budget?

Yes No

Requisition #

N/A
(Amount)

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

Recommended for: Approval Denial Certification Requested Yes No



**AGREEMENT BETWEEN
Southwestern Community College District AND
San Ysidro School District**

USE OF FACILITIES

Southwestern Community College District (hereafter referred to as the “District”) and San Ysidro School District (hereafter referred to as “Facility”) hereby enter into this Agreement for Use of Facilities and agree as follows:

1. Address of Facilities:

San Ysidro Elementary School District – Parent Resource Center
4350 Otay Mesa Road, San Ysidro, CA 92173

2. Facility:

- Will provide the above-referenced facilities to District to use for purposes of offering Continuing Education classes/program(s)
- Will make facilities available on a semester-to-semester basis as agreed upon by both parties
- Will not charge the District rent for use of these facilities
- Will follow District and Facility’s COVID-19 Protocols for students, faculty and staff
- Will not be responsible for any items left in the Facilities. Facilities are not to be used for storage of any District materials/equipment/other.

3. District:

- Will use the facilities for instructional purposes only
- Will not sublet or assign use of the facilities to any third party
- Accepts the present condition of the facilities as “good” and agrees no alterations of a permanent nature will be made to the facilities
- Will upon termination of this Agreement, surrender the facilities in good condition, as defined above
- Will follow District and Facility’s COVID-19 Protocols for students, faculty and staff
- Will not use Facilities for storage of any District materials/equipment or other items.

4. Term of Agreement: The period covered by this Agreement begins January 31, 2022 and terminates June 30, 2023. The agreement can be extended by mutual written agreement on a year-to-year basis (July-June).

5. Contact Persons:

Southwestern Community College District

Myesha Jackson, MBA
Director, Continuing Education
619-216-6631
Mjackson3@swccd.edu

San Ysidro School District

Francisco Mata
Coordinator, PR & Community Services
619-428-4476 ext. 3033
francisco.mata@sysdschools.org

6. Insurance: District agrees to take out and keep in force during the term of this agreement at District’s expense, insurance naming the San Ysidro School District as an additional insured against any liability to the public or damage to the property resulting from any accident occurring in or about the Facility in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury and property damage. A Certificate of Liability insurance with endorsements shall be provided to the Facilities prior to District’s use of the Facilities.

7. **Indemnification:** This agreement is made on the express covenant and condition that SYSD/Facility is to be free from all liability to the extent caused by any act or omission of SWC/District, or its contractors, licenses, employees or agents, or to the extent arising from any injury or damage caused to any person or property occurring in or about the Facilities, including but not limited to, any claim of liability for losses due to theft or vandalism, water damage, however occurring, or any other such claim arising out of, or connected with, loss or damage to the business or property of District or any other property located on the Facility.

SWC/District shall indemnify and hold SYSD/Facility harmless from claims, legal proceedings, liabilities, costs, expenses, including attorney's fees and costs, to the extent caused by District's negligent use of the Facilities.

8. **Termination:** Either party to this Agreement may terminate the Agreement with thirty (30) days written notice to the other party.

DISTRICT: Southwestern Community College

FACILITY: San Ysidro School District

By: _____
Mark Sanchez, Ed.D.
Superintendent/President

By: _____
Marilyn Adrianzen, CBO

Dated: _____

Dated: _____

Board approved: _____

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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

FROM:
Educational Services
Cynthia Gonzalez, Executive Director

Informational
 Action

AGENDA ITEM: RENEWAL OF GOGUARDIAN LICENSES FROM AMPLIFY IT

BACKGROUND INFORMATION:

GoGuardian Teacher is a classroom management platform that provides a view into student’s online activity and control over their devices so that teachers can feel comfortable embracing technology in the classroom. Our District has been using GoGuardian for two years and would like to renew for an additional year.

In addition to GoGuardian Teacher, we need to implement the following tools from Amplify It:

GoGuardian Admin: This will filter and monitor any school device or OS with K-12’s most powerful content filter, whether on-site or remote.

GoGuardian Beacon: This tool was designed to help school staff proactively identify at-risk students and quickly facilitate a response. It identifies students who are at risk of suicide or possible harm to others through threats, violence, and bullying.

The term of these licenses is for 1 year and cost implications are as follows: GoGuardian Teacher \$11,664.00, GoGuardian Admin \$18,472.00, and GoGuardian Beacon \$18,472.00 for a total of \$48,608.00.

RECOMMENDATION:

Approve the renewal of the GoGuardian Teacher licenses from Amplified IT and the implementation of GoGuardian Admin and GoGuardian Beacon as suicide prevention tools at the total cost of \$48,608.00 from the Educator Effectiveness Block Grant.

LCAP GOAL AND ACTION/SERVICE:

Goal 1: Academic Achievement., Action #3

Goal 3: School Culture and Student Engagement, Action #8

Goal 4: Social Emotional Learning and Well-Being, Action #3

Renewal **New** **Amendment** **Ratify** **Other**

Financial Implications?

Are funds for this item available in the 2021-2022 Budget?

Requisition #

Yes No

Yes No

\$48,608.00

(Amount)

Educator Effectiveness Block Grant

(Name of funding source and/or location)

Recommended for: **Approval** **Denial** Certification Requested **Yes** **No**

Superintendent’s Office Certification:



Amplified IT, LLC
757-774 -5047

812 Granby St
Norfolk, Virginia
23510-2004
United States

Prepared For
Todd Lewis
San Ysidro School District [DLP]
4350 Otay Mesa Road
San Diego, California
92154
United States

Estimate Date
01/31/2022

Estimate Number
00148001

Description	Rate	Qty	Line Total
GGU-TCR-1003 GOGUARDIAN - TEACHER - 1YR - 10000 - 39999 (GG-TCR1Y-010000): GoGuardian for Teachers: Classroom management solution - 1 year license Licensed Domains: sysd.k12.ca.us,sysdschools.org License Term: 2022-01-31 - 2023-01-30	\$4.86	2400	\$11,664.00

Subtotal	11,664.00
Tax	0.00

SYSD Board approved:

Estimate Total (USD)	\$11,664.00
----------------------	-------------

Marilyn Adrianzen, CBO

Terms

Please note that this document contains our current best estimate of pricing. Prices may change over time. While we always try to keep our customers in the loop, we reserve the right to change pricing before purchase without notice. An updated estimate can be requested at any time.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

Amplified IT issues electronic invoices only. Please include an accounts payable email address with your purchase order to avoid billing delays. Full payment is required within 30 days of invoice. Otherwise, if you wish to pay by credit card please advise us with your order and note that a 3% service fee will be added to the invoice to cover payment processing charges.

The purchase of these products and services are bound by the relevant terms of services, privacy and data

notices found here:

<https://www.amplifiedit.com/work-with-us/>

A copy of our W-9 form may also be downloaded from the link above.

Accepted payment methods:

By EFT (ACH or Wire):

Account Name: Amplified IT, LLC | ABA Routing: 021000021 | Account: 625029928

Bank: JP Morgan Chase Bank | New York, NY 10017 | SWIFT: CHASUS33

WHEN PAYING BY EFT PLEASE, EMAIL A PAYMENT REMITTANCE NOTICE TO:
EFTremit@amplifiedit.com | EFT Authorization forms may also be sent to this address.

Bill.com ePayment Network ID: 0171848914588926

By cheque: Please make payable to Amplified IT LLC | 812 Granby St | Norfolk, VA 23510-2004

By Credit Card: To cover the cost of accepting card payments (including FIS Integrated Payables and other P-Card/SUA programs) we require an 3% service charge. Contact us to add this fee prior to sending a card payment at ar.ait@amplifiedit.com.



Amplified IT, LLC
757-774 -5047

812 Granby St
Norfolk, Virginia
23510-2004
United States

Prepared For
Todd Lewis
San Ysidro School District [DLP]
4350 Otay Mesa Road
San Diego, California
92154
United States

Estimate Date
01/31/2022

Estimate Number
00148001

Description	Rate	Qty	Line Total
GGU-ADM-1002 GOGUARDIAN - ADMIN - 1YR - 1500 - 9999 (GG-ADM1Y-000500): GoGuardian for Administrators: Web filtering for Chromebooks 1 year license Licensed Domains: sysd.k12.ca.us,sysdschools.org License Term: 2022-01-31 - 2023-01-30	\$4.00	4618	\$18,472.00
GGU-BCN-1002 GOGUARDIAN - BEACON - 1YR - 1500 - 9999 (GGBCN1Y-001500): Beacon Student Safety Product Licensed Domains: sysd.k12.ca.us,sysdschools.org License Term: 2022-01-31 - 2023-01-30	\$4.00	4618	\$18,472.00

Subtotal 36,944.00

SYSD Board approved: _____

Tax 0.00

Estimate Total (USD) \$36,944.00

Marilyn Adrianzen, CBO

Terms

Please note that this document contains our current best estimate of pricing. Prices may change over time. While we always try to keep our customers in the loop, we reserve the right to change pricing before purchase without notice. An updated estimate can be requested at any time.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

Amplified IT issues electronic invoices only. Please include an accounts payable email address with your purchase order to avoid billing delays. Full payment is required within 30 days of invoice. Otherwise, if you wish to pay by credit card please advise us with your order and note that a 3% service fee will be added to the invoice to cover payment processing charges.

The purchase of these products and services are bound by the relevant terms of services, privacy and data notices found here:

<https://www.amplifiedit.com/work-with-us/>

A copy of our W-9 form may also be downloaded from the link above.

Accepted payment methods:

By EFT (ACH or Wire):

Account Name: Amplified IT, LLC | ABA Routing: 021000021 | Account: 625029928

Bank: JP Morgan Chase Bank | New York, NY 10017 | SWIFT: CHASUS33

WHEN PAYING BY EFT PLEASE, EMAIL A PAYMENT REMITTANCE NOTICE TO:

EFTremit@amplifiedit.com | EFT Authorization forms may also be sent to this address.

Bill.com ePayment Network ID: 0171848914588926

By cheque: Please make payable to Amplified IT LLC | 812 Granby St | Norfolk, VA 23510-2004

By Credit Card: To cover the cost of accepting card payments (including FIS Integrated Payables and other P-Card/SUA programs) we require an 3% service charge. Contact us to add this fee prior to sending a card payment at ar.ait@amplifiedit.com.



Amplified Labs
General Terms of Use
Effective Date: June 20, 2016

Welcome to Amplified Labs! Amplified Labs is the product division of Amplified IT, LLC (collectively referred to as "**Amplified**," "**we**," "**our**," or "**us**"). We're delighted to have you visit our website and begin using the our growing suite of tools for the Google Apps for Education platform that re-imagine and improve the workflows, systems, and processes to make K-12 schools work for kids (the "**Tools**").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE TOOLS

By accessing or using our Tools, you signify that you have read, understood, and agree to be bound by these General Terms of Use (the "**Agreement**") and to the collection and use of your information as set forth in the [Amplified IT Privacy Policy](#). You're allowed to use our Tools only if you can form a binding contract with Amplified, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

If you are accepting this Agreement on behalf of a customer, you represent and warrant that: (1) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (2) you have read and understand this Agreement; and (3) you agree, on behalf of the party you represent, to the terms of this Agreement. If you do not have the legal capacity to enter into this Agreement or the authority to bind your employer, you are not permitted to enter into this Agreement or use the Tools.

We may change our Tools and the terms in this Agreement at any time, with or without notice. If you are a School using our Tools, we will notify you via email in advance of any material changes to the terms of this Agreement. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of our Tools after any changes constitutes your acceptance of the modified Agreement. If you do not agree to the terms of this Agreement or any modified Agreement, then you are not permitted to use the Tools. You may view the full change history of these terms by visiting [this linked repository](#).

USE OF OUR TOOLS

1. **Eligible Users.** This Agreement applies to all individuals, schools, school districts, and related entities and organizations that sign up to use one or more of our Tools, including but not limited to administrators who access the Tools on their behalf (each a "**School**"), as well as all non-School visitors, users, and others, including teachers, students and their parents, who use the Tools (such individuals and Schools, collectively, "**Users**" or "**you**").
2. **Parental Consent.** Schools acknowledge and agree that they are solely responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and Family Educational Rights and Privacy Act ("**FERPA**"), including, but not limited to, obtaining parental consent concerning the collection of students' personal information used in connection with the provisioning and use of the Tools or access to such information through the use of Third-Party Products (as defined herein). Schools are solely responsible for obtaining parental consent before allowing any User under the age of 13 to use any of the Tools.
3. **User Content.** You are fully responsible for your interactions with other Users, any Content you provide and your activity on the Tools, including the transmission, accuracy and completeness of your Content. Do not take any action or post anything that may expose Amplified or its Users to any harm or liability of any type. "**Content**" includes communications, materials, information, data, graphs, visualizations, opinions, photos, profiles, messages, notes, website links, text information, music, videos, designs, graphics, sounds, and any other content that you and/or other Users post or otherwise make available on or through the Tools.

We have no liability for your interactions with any other Users, or for any of your actions, inactions, your Content or the Content of other Users. We may review Content to determine whether it is illegal or violates our policies, and we may remove or refuse to display Content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review Content, so please don't assume that we do.

4. **Updates.** We may also from time to time, as we see fit, develop and provide updates for the Tools. This may include upgrades, modifications, bug fixes, patches and other error corrections and/or new features (collectively, "**Updates**"). Certain Tools may not properly operate if you do not install all Updates. The Tools may automatically electronically upgrade the versions used on your computer system or other device. You expressly consent to such automatic Updates. Further, you agree that this Agreement (and any additional

modifications of the same) will apply to any and all Updates to the Tools. We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Tools.

5. **Monitoring and Suspension.** We may change, suspend, or terminate your use of the Tools at any time: (1) if we, in our sole discretion, determine that you are or have been in violation of this Agreement; (2) if we, in our sole discretion, determine that you have created risk or possible legal exposure for Amplified or any other User; (3) in response to requests by law enforcement or other government agencies; or (4) due to unexpected technical issues or problems. We will endeavor to notify you by email or at the next time you attempt to access the Tools after any such deactivation, termination or suspension.
6. **Consent to Use of Data.** You agree that we may collect and use technical data and related information, including but not limited to technical information about your computer or mobile device, operating system and software, peripherals, replies, comments, information, data, scripts, executable files, graphics, geo-data, and any contact information provided in connection with your use of the Tools and any intellectual property therein, that is gathered periodically to facilitate the provision of support and other services to you (if any) relating to the Tools or used to create Updates. We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

PRIVACY AND SECURITY

We take the collection, use and security of the personal data that our Users provide us very seriously. Our Privacy Policy, which is incorporated into this Agreement by this reference, further describes the collection, security and use of information.

SUBSCRIPTION-BASED TOOLS

1. **Subscription-Based Tools.** We offer ongoing access to and use of a full feature set for all of our Tools and dedicated email support for an annual subscription fee (a "**Subscription**"). A Subscription may be based on usage by an individual User or for the User's domain. The Subscription will be subject to the terms of this Agreement. By signing up for a Subscription, you agree to pay the subscription fee and any other charges that may be incurred. You are entitled to access only those premium or non-trial features of the Tools for which you have a Subscription.
2. **Payment Terms.** When you sign up for a Subscription, you must designate and provide information about your preferred payment method ("**Payment Method**"). This information must be complete and accurate, and you are responsible for keeping it up to date. You expressly authorize us to collect from your Payment Method the appropriate fees charged for the Subscription which are paid on an annual basis. All fees due for the Subscriptions are payable in advance, and will be billed automatically to the Payment Method at the start of the annual subscription period. Unless otherwise stated, Subscriptions will auto-renew until you elect to cancel your access to the Tool. All Subscription fees are final and non-refundable, except at our sole discretion.
3. **Termination or Cancellation.** If you do not pay the Subscription fee or fail to comply with any other term of this Agreement, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Tool immediately without prior notice.

You can cancel the Subscription at any time by providing written notice to us. The cancellation of a Subscription will go into effect at the end of your current annual billing cycle, and you will have the same level of access to the Tool through the remainder of such billing cycle. For example, if you cancel prior to the end of the annual period, you will be charged for the entirety of the year and maintain access to the Tool through the end of the annual period.

There are no refunds for termination or cancellation of your Subscription. If you no longer wish to subscribe, it is your responsibility to cancel your Subscription in due time, regardless of whether or not you actively use the Tool.

4. **Fee Changes.** To the maximum extent permitted by applicable laws, we may change our Subscription prices at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the applicable Tool and/or by sending you an email notification. If you do not wish to pay the new prices at your next renewal, you can cancel the applicable Subscription in accordance with the terms of this Agreement.
5. **Free Trials.** We may offer free trials of our Tools that have limited features or functionality for immediate installation by Google Account users ("**Free Trial**"). A Free Trial provides you with access to the Tools for a period of time and is subject to the terms of this Agreement and as well as any additional details specified

when you sign up for the offer. We may, without prior notice, change, cancel, create usage limits for, or permanently or temporarily stop offering or allowing you access to the Free Trial.

6. **Tool Changes.** We continually update our Tools to offer the best possible suite of products. We may make changes to the features or functions of Tools at any time, and we cannot guarantee that any specific feature or function will be available for the entire Subscription period. If you are not satisfied with any changes you are encouraged to contact our support team.
7. **Notice of Changes.** While we will try to give you advance notice of changes that will adversely affect you, this might not be practical or possible and we retain the right to make Changes without advance notice.
8. **Installation.** Our Tools may be standalone Web applications, or they may be installed by individual Google Account users from one or more Google application marketplaces, such as the Chrome Web Store or the Android Play Store. Depending on whether or not you are using a Google Apps for Education account, and also on the settings employed on your Google Apps domain, you may or may not be able to utilize these application marketplaces to install one of our Tools on your own individual Google Account. If you are a Google domain super-administrator, you may be able to use the Google Apps Marketplace to install our Tools on behalf of some or all of the Users on your Google Apps domain. Do not install a Tool on behalf of a Google Apps domain or an organizational unit on your domain if you do not have the requisite authority to do so.
9. **Google Account Limitations.** Google imposes both published quotas and unpublished spam protections on its services, and these services can have outages that can directly impact the performance of our Tools. While we attempt to design our Tools to assist in identifying the source of a limitation, the performance of the Tools cannot exceed that of the underlying Google services on which they depend.
10. **Safeguard Your Username/Password.** You are responsible for any activity within our Tools that occurs from your Google Account, or in the case of Google domain-level Tool installation, for any activity that occurs in our Tools by Users on your Google Apps domain. Because our Tools are typically accessible under the authority of the User's Google Account login, we recommend using or forcing Users to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) and/or Google's two-factor authentication with your account to avoid unauthorized use. Please reset your Google account credentials, or contact your Google domain administrator immediately if you think your account's security has been compromised. We are not liable for any losses of any kind caused by any unauthorized use of your Google Account in the use of our Tools.

NOTICES

By providing your email address in the subscription process, you consent to our using your email address to send notices related to the Tools, including any required legal notices and other messages, such as additions or changes to the Tools and/or notices of product offers. You may opt out or change your preferences by using the opt out instructions indicated in the footer of our mailings. While we need your email address to send you important notices regarding the Tools, 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.

INTELLECTUAL PROPERTY

1. **Ownership.** Our Tools and all materials made available to you in connection with them, including, but not limited to, software, documentation, source and object code, frameworks, workflows, techniques, procedures, images, text, graphics, illustrations, logos, photographs, audio, videos, music, usage analytics data, hosting infrastructure for the Tools, and any copies, modifications or derivative works thereof, in whole or in part, and all related Intellectual Property Rights, are and will remain the sole and exclusive property of Amplified and its licensors (the "**Amplified Property**"). Except as specified in this Agreement, nothing herein may be deemed to create a license or convey any Intellectual Property Rights in the Amplified Property to any User.
2. **Limited License to Use.** Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, non-sublicenseable, revocable limited license to use our Tools, in object code form only, solely (i) on a device that you own or control, and (ii) for your personal, non-commercial, or educational purposes. The Tools are licensed to you, not sold, under this Agreement. We reserve all rights not expressly granted to you in the Tools. We may terminate this license at any time for any or no reason.

3. **Restrictions on Your Use.** Please don't do anything to harm our products or try to hack our Tools. Specifically, by using the Tools, you agree not to, and not to allow any third party to, do any of the following things:
 1. to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Amplified Property;
 2. identify or discover any source code of the Tools;
 3. change or delete any ownership notices from the Tools or any related documentation;
 4. copy, distribute, sell, sublicense or disclose any part of the Tools or any documentation in any medium, including but not limited to by any automated or non-automated "scraping";
 5. use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Tools in a manner that sends more request messages to our servers than a human can reasonably produce in the same period of time by using a conventional online Web browser;
 6. transmit spam, chain letters, or other unsolicited email;
 7. attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Tools;
 8. take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure;
 9. upload invalid data, viruses, worms, or other software agents through the Tools;
 10. collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined below) from the Tools;
 11. use our Tools for any commercial solicitation purposes;
 12. impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
 13. interfere with the proper working of the Tools;
 14. access any content on the Tools through any technology or means other than those provided or authorized by the Tools; or
 15. bypass the measures we use to prevent or restrict access to the Tools, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Tools or related content.
4. **Feedback.** If you choose to send us ideas, feedback or comments ("**Feedback**"), you agree that we may use the Feedback you send without any restriction or compensation to you. By receiving your Feedback, Amplified does not waive any rights to use similar or related ideas previously known to us, developed by our employees, or obtained from sources other than you. You certify and represent that Feedback you send to us is not confidential or proprietary information.
5. **Trademarks.** Amplified owns or licenses all Amplified trademarks, service marks, branding, logos and other similar assets (the "**Trademarks**"). You are not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for purposes other than in connection with the use of the Tools, without our prior written approval.
6. "**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 FERPA. While our Tools may need to access, or be employed by you to handle Student Data as part of providing their function, except as required by a defined scope of work inside a school support engagement, we do not take possession of or responsibility for Student Data which is owned and controlled at all times by the School. Our [Privacy Policy](#) provides more detail around how we handle Student Data.
7. "**Intellectual Property Rights**" means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

DATA RETENTION

Certain data may be stored by or on behalf of Amplified on our servers in connection with your use of our Tools. This consists primarily of anonymous analytical data or information relating to your use of the Tools, but may also include data or information that Users such as students and teachers have stored on our servers in the process of using our Tools ("**Data**"). It is our expectation that Data will primarily be stored in a User's Google Account and is governed by the terms of use and data privacy policies of Google, Inc.

Amplified will retain your Data, if any, for a period of thirty (30) days following termination of this Agreement (the "**Retention Period**"). Amplified has no obligation to retain any Data beyond the Retention Period for any User or School. You understand and acknowledge that following expiration of the Retention Period, Amplified has the right to delete your Data from its servers in its sole discretion.

It is your responsibility to keep copies of your Data in other secure storage. Schools have the sole responsibility to ensure copies of Student Data are stored on their student information system or other secure storage. Amplified will not be responsible for any loss of Data.

THIRD PARTY SERVICES

Our website and Tools may include links to websites, applications, services, products or materials of other companies that are not owned or controlled by us ("**Third-Party Products**"). We do not endorse, warrant, guarantee, monitor or have any control over these Third-Party Products, which have separate terms of use and privacy policies. Amplified is not responsible for the content or policies of any Third-Party Products. You understand that you access Third-Party Products at your own risk and agree that we have no associated liability.

CONFIDENTIAL INFORMATION

You agree to hold in the strictest confidence and not disclose to third parties or use, except to the extent necessary to perform any obligations under this Agreement, Amplified IT's proprietary or confidential information including technical, business, financial or other information or trade secrets, whether or not specifically marked as confidential, or information which would be deemed by a reasonable person to be confidential or proprietary in nature ("**Confidential Information**"). Confidential Information shall not include information that (a) is in or enters the public domain without breach of this Agreement, (b) is received from a third party who is entitled to disclose such information without restriction on disclosure and without breach of a nondisclosure obligation, (c) you knew prior to receiving such information or develops independently without reference to the Confidential Information, or (d) is disclosed pursuant to a judicial or other governmental order, provided that you shall give us reasonable notice prior to such disclosure and comply with any applicable protective order or equivalent. You agree that the rights being protected by this Section are of a special and unique character, which gives them a particular value, and that the breach of this Section could result in irreparable injury and damage to Amplified. In such event, we may be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Amplified, its subsidiaries and affiliates, and their respective agents, licensors, managers, employees, contractors, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorney's fees and court costs) arising from or relating in any way to: (i) your use of and access to the Tools, including any data or Content transmitted or received by you; (ii) your violation of any term of this Agreement; (iii) your violation of any third-party rights, 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 COPPA and FERPA; (v) any Content or information that is submitted via your account; or (vi) any other party's access and use of the Tools with your unique username, password or other appropriate security code. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under this Agreement, and you agree to cooperate with our defense of these claims.

DISCLAIMER OF WARRANTIES

THE TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFIED EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, AMPLIFIED, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT (I) THE TOOLS WILL FUNCTION ACCURATELY, RELIABLY OR CORRECTLY; (II) THE TOOLS WILL MEET YOUR REQUIREMENTS OR YOU WILL ACHIEVE ANY SPECIFIC RESULTS; (III) THE TOOLS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (V) THE

TOOLS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (VI) ANY USER CONTENT IS CORRECT OR ACCURATE. YOU UNDERSTAND AND EXPRESSLY AGREE YOUR USE OF THE TOOLS AND ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TOOLS IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE OF THE TOOLS AND ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY OTHER DEVICE IN WHICH YOU ACCESS THE TOOLS, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AMPLIFIED, ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, 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, REVENUE, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM (I) THE USE OF, OR INABILITY TO USE, THE TOOLS, (II) THE CONDUCT OF OTHER USERS OF THE TOOLS (WHETHER ONLINE OR OFFLINE), (III) ANY USER-GENERATED CONTENT, OR (IV) ANY THIRD-PARTY PRODUCTS ACCESSED VIA THE TOOLS. UNDER NO CIRCUMSTANCES WILL AMPLIFIED BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE TOOLS OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFIED 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 TOOLS; (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 TOOLS; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR TOOLS 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 TOOLS; AND/OR (VII) SCHOOL CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL AMPLIFIED, ITS AFFILIATES, AGENTS, DIRECTORS, OFFICERS, 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 AMPLIFIED 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 AMPLIFIED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

COMPLIANCE WITH LAWS

While Amplified's servers are located inside the United States, our Tools are controlled and operated in some cases from Google's server facilities, which may or may not be located inside the United States, and we make no representations that they're appropriate or available for use in other locations. If you access or use the Tools 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. You may not use the Tools 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. You will indemnify and hold Amplified harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, but not limited to, attorney's fees) arising from or relating to any breach by you of your obligations under this Section.

TERM AND SURVIVAL

This Agreement and the license granted hereunder are effective on the date you first download the Tools and shall continue unless this Agreement is terminated as set forth herein. Upon termination of this Agreement, the license granted hereunder will terminate and you must stop all use of the Tools. You will continue to be bound by the terms of this Agreement that by their nature may survive termination including, without limitation, Intellectual Property, Indemnification, Disclaimer of Warranties, Limitation of Liabilities and Governing Law.

MODIFICATIONS TO THIS AGREEMENT

Amplified reserves the right to modify this Agreement by posting the modified Agreement on our website. The modified version of this Agreement will become effective as of the date posted on the website unless otherwise specified in the modified Agreement. Your use of the Tools following that date constitutes your acceptance of the terms and conditions of the Agreement as modified. If you do not agree to the modifications, you are not permitted to use, and should discontinue your use of, the Tools. Modifications will not apply retroactively unless required by law.

GENERAL LEGAL TERMS

1. **Governing Law; Venue.** You agree that: (i) the Tools will be deemed solely based in the Commonwealth of Virginia; and (ii) the Tools will be deemed passive services that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than the Commonwealth of Virginia. This Agreement will be governed by the laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply. You agree to submit to the personal jurisdiction of the federal and state courts located in Norfolk, Virginia, for any actions related to this Agreement.
2. **Assignment.** 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.
3. **Entire Agreement.** This Agreement, together with any amendments, the Privacy Policy and any additional agreements you may enter into with Amplified in connection with the Tools including other agreements referenced herein, constitute the entire agreement between you and Amplified concerning the Tools.
4. **Severability.** 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.
5. **No Continuing Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.
6. **Commercial Items.** If access to the Tools is licensed to the United States government or any agency thereof, then the Tools will be deemed to be "commercial computer software" and "commercial computer software documentation," pursuant to 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 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Tools and all related documentation are provided to U.S. Government End Users only as a commercial items and with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

HOW TO CONTACT US

If you have any feedback, questions or comments about the Tools, please contact our support team by email at labs@amplifiedit.com, and include the subject as "Attn: Legal – General Terms of Use."

Thanks for reading all of this and welcome to Amplified LABS!

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: February 10, 2022

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 THE INSTITUTE FOR EFFECTIVE EDUCATION FOR 2021-2022 SCHOOL YEAR (ADDENDUM)

BACKGROUND INFORMATION:

California's nonpublic schools (NPS) are specialized schools that provide services to public school students with disabilities. [EC Section 56034](#) defines a nonpublic, nonsectarian school (nonreligious) as a private, nonsectarian school that enrolls individuals with exceptional needs pursuant to an individualized education program. The tuition of a student in an NPS is paid by the public LEA that places the student in the NPS based on the student's individual needs. Unlike other private schools, each NPS is certified by the CDE.

On August 12, 2021, the Governing Board approved the contract with the The Institute for Effective Education to provide specialized services during 2021-2022 school year. The contract has been amended to include the following:

- Change in cost: After an amendment held on February 3, 2022 to the Individualized Education Program (IEP) meeting held on November 9, 2021, it was determined that a student be placed in a NonPublic School program (NPS); therefore, the total cost for services increased from \$101,904.60 to \$139,618.08.

RECOMMENDATION:

Approve the addendum to the San Diego County Nonpublic Master Contract with the The Institute for Effective Education to provide specialized academic services for school year 2021-2022, at a new total cost of \$139,618.08 from Special Education fund.

LCAP GOAL AND ACTION/SERVICE:

Goal 1, Item 1.21: Continue to provide site and/or district based academic intervention programs to serve the districts subgroups (i.e. English Learners, Low Income, Students with Disabilities, etc...) and educationally disadvantaged students in program improvement schools. Personnel (e.g. instructional aides) may be hired to support in-class interventions for all student subgroups and educationally disadvantaged students at all school sites.

Renewal New Amendment Ratify Other

Financial Implications?

Yes No

Are funds for this item available in the 2021-2022 Budget?

Yes No

Requisition #

\$139,618.08

(Amount)

Special Education

(Name of funding source and/or location)

Recommended for: Approval Denial Certification Requested Yes No

LEA: San Ysidro School District
Workshop)

Nonpublic: The Institute for Effective Education (Children's

2021-2022

Nonpublic

Master Contract

Appendix A: Schools

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

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SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

NONPUBLIC MASTER CONTRACT
Appendix A: Schools

SECTION 1: NONPUBLIC SCHOOLS ASSOCIATED WITH LICENSED CHILDREN'S INSTITUTIONS (LCIs)

When a nonpublic, nonsectarian school is owned, operated by, or associated with a licensed children's institution, that nonpublic, nonsectarian school shall provide documentation to the LEA that the LCI does not require as a condition of residential placement in the LCI, either of the following: that the student be identified as an individual with exceptional needs per EC 56062 (Health and Safety Code 1501.1(b), EC 56155.7), or that the student attend the nonpublic school associated with the LCI (EC 56366.9). Educational placement of a student in the NPS associated with the LCI may only take place if the LEA determines that alternative educational programs are not available (EC 56366.9).

SECTION 2: EDUCATIONAL PROGRAM

2.1 ADMISSION / ENROLLMENT PROCEDURE

Prior to the CONTRACTOR deciding whether or not to enroll a pupil, the LEA shall provide the CONTRACTOR a copy of the pupil's current IEP/IFSP and immunization records. The LEA shall facilitate an observation of the pupil, data gathering from the current or prior education providers, and any other reasonable information gathering the CONTRACTOR wishes to undertake prior to making an enrollment decision. The CONTRACTOR retains the right to decline enrollment of any pupil and nothing in this contract shall be construed to limit this right.

If a pupil is being considered for enrollment, his or her IEP/IFSP shall be reviewed in collaboration with the LEA, CONTRACTOR, parents, and other invited participants, as appropriate.

The CONTRACTOR will make a good faith effort to notify the LEA of its decision to decline enrollment within ten (10) working days based on a review of the application packet. The CONTRACTOR shall notify the LEA of the effective date of enrollment, or decline of enrollment after gathering additional information, as soon as possible in accordance with Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

2.2 GENERAL PROGRAM OF INSTRUCTION

The CONTRACTOR'S educational materials, services, and programs will be consistent with the pupil's individualized education program in accordance with Education Code 56366.10. The pupil's IEP/IFSP shall be aligned with the state standards as appropriate to meet the individual pupil's needs. The CONTRACTOR shall utilize materials, methods and instructional time in accordance with the pupil's IEP/IFSP and the Individual Services Agreement. The CONTRACTOR offers/provides students with access to the following educational materials: for K and grades 1 to 8 inclusive, state-adopted standards-based, core curriculum and instructional materials; for grades 9 to 12, inclusive, standards-based, core curriculum and instructional materials used by any local education agency that contracts with the CONTRACTOR.

The CONTRACTOR's general program of instruction, including its technology plan and descriptions of courses leading to graduation with a diploma, shall be provided electronically and/or in writing and a copy provided to the LEA representative identified in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document prior to the effective date of this contract. The technology plan shall include, but not be limited to, a description of student access to technology as part of the general program of instruction and staff technology training as needed.

An individual with exceptional needs, as defined in Section 56206, shall not participate in independent study, as defined by EC 71745 (c), unless his or her individualized education program developed pursuant to Article 3 (commencing with Section 56340) of Chapter 4 of Part 30 specifically provides for that participation.

For A-G course credits, only University of California A-G approved courses will be accepted by contracting LEAs.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
APPENDIX A: SCHOOLS
2021-2022

a. Transcripts

If a pupil is of secondary school age, the LEA shall provide a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward the pupil's graduation with a diploma or certificate of completion, and specified performance standards. The CONTRACTOR shall have procedures for record keeping and documentation, and shall maintain high school records to ensure that appropriate high school credits are received, if applicable.

At the close of each semester, for a pupil in grades 9, 10, 11, and 12, the CONTRACTOR shall prepare transcripts and submit them to the pupil's LEA in accordance with the notice provisions of Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. The LEA shall monitor the progress of the pupil towards graduation with a diploma or certificate of completion.

b. Foster Youth

For Foster Youth, defined pursuant to California Education Code section 42238.01(b), the LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second (2nd) year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

2.3 SUPPLIES AND EQUIPMENT

The CONTRACTOR shall be responsible for providing all standard and usual supplies and equipment it normally provides as part of its general program. A student who may require assistive technology to benefit from his/her special education program shall be referred for an assistive technology evaluation through the LEA. If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond the CONTRACTOR's general program they shall be provided by the LEA unless otherwise specified in the Individual Services Agreement. 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 related services, the CONTRACTOR shall be responsible for providing usual and reasonable supplies and assessment tools necessary to implement the provision of services unless otherwise agreed in the Individual Services Agreement.

2.4 CALENDAR

By April 1 of each year, the CONTRACTOR shall submit a school calendar to the SDCOE Director of Special Education, including daily start and end times, with the total number of billable days not to exceed one hundred eighty (180) in the regular school year, plus extended school year days as needed. The CONTRACTOR shall observe the following legal holidays including Independence Day, Veteran's Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, President's Day, and Memorial Day, as specified in the CONTRACTOR's official calendar. If the CONTRACTOR's provide make-up days, the calendar shall include make-up days, which may be used as long as no pupil exceeds one hundred eighty (180) billable days during the regular school year, or the number of days allotted for the extended school year, per that pupil's ISA (Refer to 5CCR 3043). The CONTRACTOR shall arrange for transportation on the make-up days.

The CONTRACTOR shall only provide specialized academic instruction and related services during: 1) the pupil's regular school year, 2) extended school year program, 3) while providing make-up classes or services, 4) as otherwise specified by the pupil's IEP/IFSP. Make-up sessions may be scheduled for other days of school vacations.

2.5 CREDITABLE DAYS OF ATTENDANCE / INSTRUCTIONAL MINUTES

Creditable days of attendance include days on the school calendar attached hereto, make-up classes or services. Creditable days of attendance are those in which the instructional minutes of the CONTRACTOR meet or exceed those in comparable LEA programs, or those which are established by the pupil's IEP/IFSP, whichever is less (EC Section 46307). The instructional minutes should be reflected in the Individual Services Agreement.

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In the event that an emergency meets CDE's requirement of a qualifying event which impacts the CONTRACTOR'S ability to provide instruction and services, CONTRACTOR shall receive payment for days of closure if the CONTRACTOR has complied with any requirements imposed on the LEA to secure payment themselves.

2.6 PARENT VISITS

The CONTRACTOR shall provide for reasonable parental visits to all of the school facilities including, but not limited to, the instructional setting attended by pupils, school and recreational activity areas, and pupil's living quarters for those parents whose pupil resides in the living quarters. The CONTRACTOR shall use its good faith efforts to provide that parental visits are in agreement with a court order, if any.

2.7 ASSESSMENTS

a. State Mandated Testing

Standardized tests shall be administered pursuant to state requirements and local guidelines outlined in SB 484, as determined by the individual pupil's IEP. For pupils in grades one through twelve, inclusive, the CONTRACTOR shall permit the LEA to administer state and local mandated tests following the LEA testing schedule at the CONTRACTOR's site in accordance with the testing period. By October 1, the LEA shall notify the CONTRACTOR of the LEA testing schedule. By December 1, the CONTRACTOR shall notify the LEA of the designated testing period, which addresses most of the LEA testing schedules. State mandated testing outside the designated testing period shall be administered by the LEA at a location other than the NPS. The LEA and the CONTRACTOR shall collaborate to minimize the disruption to the educational programs for students caused by the administration of state and local mandated tests. The LEA shall share the results of the state mandated testing with the CONTRACTOR.

2.8 STAFF ABSENCES

When a classroom teacher is absent, The CONTRACTOR shall provide appropriate coverage in the absent teacher's classroom in accordance with EC section 56061. The CONTRACTOR shall provide the LEA the documentation of such coverage upon request.

CONTRACTORS who provide nurses, 1:1 aides or 1:1 behavior intervention staff in accordance with an individual student's IEP/IFSP shall provide substitute coverage when the staff member is absent, unless other arrangements have been made with the LEA on a case by case basis.

2.9 MONITORING

Per 5 CCR 3063, the State Superintendent of Public Instruction (SSPI) shall conduct a validation review of the nonpublic school prior to an initial conditional certification. An on-site review shall be conducted within ninety (90) days of the initial conditional certification and student enrollment. On-site reviews shall be scheduled at least once every three years thereafter. In addition, LEA shall monitor the education of students placed by IEP teams in the nonpublic school setting.

Upon request, the CONTRACTOR shall provide the LEA with annual program goals and implementation plan. The CONTRACTOR will participate in the review via the San Diego County Nonpublic Quality Review process consistent with EC 56366.1(3)(B). The Quality Review Committee shall make every attempt to coordinate the Quality Review process with the CDE certification review.

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SECTION 3: SAFETY

3.1 SAFE AND APPROPRIATE ENVIRONMENT

a. Facilities

The CONTRACTOR shall be responsible for providing facilities in which it provides the services agreed to in the Individual Services Agreement, unless there is written agreement to the contrary. 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.

b. Fire Drills

The CONTRACTOR shall assure that the school has a fire drill, not less than once every calendar month at the elementary and intermediate level and not less than twice yearly at the secondary level.

c. Earthquake Procedures

The CONTRACTOR'S nonpublic school buildings which have an occupant capacity of fifty (50) or more pupils or more than one (1) classroom shall have an established earthquake emergency procedure system including a school building disaster plan; a drop procedure; protective measures to be taken before, during, and following an earthquake; and a program to ensure that the pupils and the certificated and classified staff are aware of and properly trained in the earthquake emergency procedure system.

3.2 ATTENDANCE

The CONTRACTOR shall keep original records of each pupil's daily attendance in a register, report, or record with the pupil's absences clearly indicated. The CONTRACTOR shall report attendance monthly, including a year-to-date cumulative total of absences and tardies thirty (30) minutes or more per day. The CONTRACTOR shall file the signed copies of such attendance register, report, or record with monthly invoices to the LEA within thirty (30) days of the close of the school month. The CONTRACTOR shall submit separate attendance forms for any and all related services that are provided by the CONTRACTOR that are not a part of the inclusive rate as specified in IEPs/IFSPs. The documents and reports identified in this section shall be provided to LEA pursuant to the provisions in Section 2.1 (Notices) of the Nonpublic Master Contract Main Document.

The CONTRACTOR is responsible for verifying accuracy of said attendance forms and for informing subcontractors of their personal responsibility for the completion and accuracy of said forms. The CONTRACTOR shall meet with LEA representatives, upon reasonable notice, for the purpose of discussing attendance reporting.

a. Absences

If a pupil's absences exceed more than ten (10) days, the CONTRACTOR may notify the LEA of the intent to terminate the Individual Services Agreement and if it does, at the same time it shall request an IEP/IFSP meeting. Said notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Upon receipt of this request, the LEA shall convene an IEP/IFSP meeting as soon as possible to review the placement, modify the IEP/IFSP if appropriate, or determine another appropriate placement option for the student.

The CONTRACTOR shall notify the LEA when a pupil reaches three (3) absences, and every subsequent absence. Failure by the CONTRACTOR to notify the LEA case manager within five (5) days after the tenth (10th) consecutive school day absence shall relieve the LEA of any obligation to pay for any absence beyond the tenth (10th) day of absence.

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b. Change of Pupil's District of Residence

Within five (5) days after the CONTRACTOR confirms that a pupil has changed his or her residence and no longer resides in the LEA, the CONTRACTOR shall notify the LEA, of the change of residence and such notice shall be provided pursuant to Section 2.1 (Notices) of the Nonpublic Master Contract Main Document. Both the LEA and the CONTRACTOR shall notify parents in writing of their obligation to notify the CONTRACTOR of changes of pupil's residence.

c. Parent Withdrawal of Student

The CONTRACTOR shall report by telephone no later than the end of the next school day to the case manager if a pupil is dis-enrolled from school by the parent. The CONTRACTOR shall confirm such telephone call in writing.

d. Make-up Days/Saturday School (Ed Code 3722.3, 42239)

Make-up days may be scheduled on weekends and during school breaks within the fiscal year the services were originally to be provided. Make-up days, if provided by the CONTRACTOR, shall be noted on the CONTRACTOR's annual calendar. Make-up days include excused and unexcused absences as well as absences during ESY within the contract year. All related services shall be provided by the CONTRACTOR during the CONTRACTOR's regular school and extended school calendar days unless otherwise specified on the IEP/IFSP.

The LEA shall not be responsible for payment of services for days on which pupil's attendance does not qualify for reimbursement under state law.

Billing for make-up days shall be monthly and shall accompany the CONTRACTOR's regular monthly invoice. The CONTRACTOR shall prepare a Register of Daily Attendance for make-up days during the month showing all students who were in attendance. Total amount billed for make-up days during the month will be shown as a separate line on the CONTRACTOR's invoice. All provisions for audit, corrections, and payment as stated in this Master Contract that apply to the CONTRACTOR's invoicing, shall apply to the make-up day invoice.

e. Medication

The CONTRACTOR shall comply with the requirements of California Education Code Section 49423 when the CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. The CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to the CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting the CONTRACTOR permission to administer medication(s) as specified in the physician's statement. The CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. The CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of the CONTRACTOR's employee who administered the medication. The CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule, must be authorized by both a licensed physician and parent.

f. Medical

LEA shall notify the CONTRACTOR within twenty-four (24) hours when LEA removes a pupil due to medical reasons.

SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT
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SECTION 4: FINANCIAL

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: The Institute for Effective Education (Children's Workshop)

The CONTRACTOR NPS ID NUMBER: 37-68338-6987960

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:08

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: 330.82

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD/HRLY/DAILY</u>
<u>Intensive Individual Services (340)</u>	<u>130</u>	<u>day</u>
<u>Individual and Small Group Instruction (Ages 3-5 only) (350)</u>	<u></u>	<u></u>
<u>Adapted Physical Education (425)</u>	<u></u>	<u></u>
<u>Adapted Physical Education Assessment (425)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care LVN (435)</u>	<u></u>	<u></u>
<u>Health and Nursing: Specialized Physical Health Care RN (435)</u>	<u></u>	<u></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></u>	<u></u>
<u>Health and Nursing: Other Services RN (436)</u>	<u></u>	<u></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></u>	<u></u>
<u>Assistive Technology Services - Credentialed (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services – Classified (445)</u>	<u></u>	<u></u>
<u>Assistive Technology Services Assessment (445)</u>	<u></u>	<u></u>

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Physical Therapy (460)		
Physical Therapy PT Assistant (460)		
Physical Therapy Assessment (460)		
Individual Counseling (510)	80.00	hour
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Psychological Services Assessment (530)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Services for Low Incidence Disabilities Assess (610)		
Specialized Deaf and Hard of Hearing (710)		
Specialized Deaf and Hard of Hearing Assessment (710)		
Interpreter Services (715)		
Interpreter Services Shift Differential (715)		
Audiological Services (720)		
Audiological Services Assessment (720)		
Specialized Vision Services (725)		
Specialized Vision Services Assessment (725)		
Orientation and Mobility (730)		
Orientation and Mobility Assessment (730)		
Braille Transcription (735)		
Specialized Orthopedic Services (740)		
Specialized Orthopedic Services Assessment (740)		
Reader Services (745)		
Note Taking Services (750)		
Transcription Services (755)		

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Recreation Services, Including Therapeutic (760)		
College Awareness Preparation (820)		
Vocational Assessment, Counseling/Guidance Assessment (830)		
Career Awareness (840)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Agency Linkages (referral and placement) (865)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Music Therapy		
Other (900) Vision Therapy		
Transportation – Emergency	30.00	hour
Bus Passes		

NOTES: _____

*Parent transportation reimbursement rates to be set forth in Individual Services Agreements.
List late pick up fees in the notes section of the rate sheet.

San Diego County Nonpublic Master Contract
Appendix A: Schools
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SECTION 5: APPROVALS

CONTRACTOR

Nonpublic School

Authorized Representative Signature

DATE: _____

Hillary Whiteside, Executive Director
(Type) Name and Title

LEA

Local Educational Agency

Authorized Representative Signature

DATE: _____

Marilyn Adrianzen, Chief Business Official
(Type) Name and Title

LEA Board Approval

DATE: _____

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

This agreement is effective on February 22, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA) San Ysidro School District Nonpublic School TIEE-Children's Workshop

LEA Case Manager: Name Oscar Madera Phone Number (619) 428-4476

Pupil Name _____ Sex: M F Grade: _____
 (Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 300 during the regular school year
300 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
30 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: 330.82
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

Estimated Number of Days 114 **x Daily Rate** 330.82 = **PROJECTED BASIC EDUCATION COSTS (A)** 37,713.48

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)		x		per IEP			
Individual and Small Group Instruction (350) (Ages 3-5 only)							
Language and Speech (415)		x			INCLUDED		INCLUDED
Adapted Physical Ed. (425)							
Adapted Physical Ed. - Assessment (425)							
Health and Nursing: Specialized Physical Health Care - LVN (435)							
Health and Nursing: Specialized Physical Health Care - RN (435)							
Health and Nursing: Specialized Physical Health Care - CRN (435)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other - LVN (436)							
Health and Nursing Services: Other - RN (436)							
Health and Nursing Services: Other - CRN (436)							
Health and Nursing Services: Other - Health Aide/CNA (436)							
Assistive Technology Services - Credentialed (445)							
Assistive Technology Services – Classified (445)							
Assistive Technology Services - Assessment (445)							
Occupational Therapy (450)		x		per IEP	INCLUDED		INCLUDED
Physical Therapy (460)							
Physical Therapy - PT Assistant (460)							
Physical Therapy - Assessment (460)							
Individual Counseling (510)							
Counseling and Guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)					INCLUDED		INCLUDED
Specialized Services for Low Incidence Disabilities (610)							
Specialized Services for Low Incidence Disabilities – Assessment (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Specialized Deaf and Hard of Hearing Services – Assessment (710)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Interpreter Services (715)							
Interpreter Services – Shift Differential (715)							
Audiological Services (720)							
Audiological Services Assessment (720)							
Specialized Vision Services (725)							
Specialized Vision Services Assessment (725)							
Orientation and Mobility (730)							
Orientation and Mobility Assessment (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Specialized Orthopedic Service Assessment (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services, Including Therapeutic (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Job Coaching (855)							
Mentoring (860)							

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

(FOR USE WITH SAN DIEGO COUNTY NONPUBLIC MASTER CONTRACT APPENDIX A: SCHOOLS)

2021-2022

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Agency Linkages (referral and placement) (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900) Music Therapy							
Other (900) Vision Therapy							
Transportation-Emergency							
Bus Passes							

ESTIMATED MAXIMUM RELATED SERVICES COST (C)\$ _____

4. Other Provisions/Attachments:

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON February 10, 2022

INDIVIDUAL SERVICES AGREEMENT APPROVED BY CASE MANAGER:

(Signature)

(Date)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

TIEE- Childre's Workshop
(Name of Nonpublic School)

San Ysidro School District
(Name of School District)

(Signature) (Date)

(Signature) (Date)

(Name and Title)

Marilyn Adrianzen, Chief Business Official
(Name of Superintendent or Authorized Designee)